

# *The Residential Tenancies Act*

*Repealed*

by Chapter R-22.0001\* of *The Statutes of Saskatchewan, 2006*  
(effective March 1, 2007).

*Formerly*

Chapter R-22 of *The Revised Statutes of Saskatchewan, 1978*  
(effective February 26, 1979) as amended by the *Statutes of  
Saskatchewan, 1979, c.69; 1979-80, c.69; 1980-81, c.40; 1989-90,  
c.54; 1992, c.37; 1993, c.55; 1997, c.19 and S-50.11; 1998, c.P-42.1;  
2000, c.24; 2001, c.8; 2004, c.S-0.1, 10 and 65; and 2005, c.12.*

## **NOTE:**

**This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.**

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## CHAPTER R-22

### An Act respecting Residential Tenancies

#### SHORT TITLE

##### Short title

1 This Act may be cited as *The Residential Tenancies Act*.

#### INTERPRETATION

##### Interpretation

2 In this Act:

- (a) **“board”** means the Provincial Mediation Board;
- (b) **Repealed.** 1992, c.37, s.3.
- (c) **“fixtures”** means all appurtenances, furniture, furnishings, equipment, fixtures, services and facilities supplied or to be supplied by a landlord to a tenant under a tenancy agreement;
- (d) **“landlord”** means a person who grants to a person the exclusive right of tenancy of residential premises and includes:
  - (i) an agent or a personal or legal representative of, or any other person acting on behalf of, a landlord;
  - (ii) a person to whom a landlord assigns a tenancy agreement;
  - (iii) a trustee in bankruptcy, liquidator, receiver or committee appointed by any court or by law in respect of the property of a landlord;
  - (iv) the purchaser at a judicial sale of the residential premises of a landlord;
  - (v) a mortgagee of the residential premises of a landlord who acquires title thereto by foreclosure or pursuant to a judicial sale thereof, or who enters into possession of the residential premises, and the assigns of such mortgagee;
  - (vi) any person who becomes the owner of property on which residential premises are situated, or that consists of residential premises, with respect to which at the time the person becomes the owner there are subsisting tenancy agreements;
- (e) **“lease”** means a written or oral lease of residential premises that is subsisting on the date on which this Act comes into force;
- (f) **“minister”** means the member of the Executive Council to whom for the time being is assigned the administration of this Act;

(g) “**range of rents**” means the schedule of rents that may be applicable to residential premises at any time, where the rent to be paid in respect of the premises will be determined from that schedule on the basis of the services that the landlord is to provide or the number of persons that are to occupy the premises or on any other basis;

(h) “**rent**” means:

(i) the consideration or compensation paid or agreed to be paid by a tenant under the terms of a tenancy agreement;

(ii) the rent payable under a lease or renewal of a lease;

(i) “**Rentalsman**” means the Rentalsman appointed pursuant to section 7;

(j) “**residential premises**” means:

(i) any premises intended for residential purposes and the land upon which the premises are situated;

(ii) an apartment, flat or tenement or other place that is or may be occupied by one or more individuals as a residence, or that part of such place that is or may be occupied by one or more individuals as a residence;

(iii) land intended and used as a site for a mobile home used for residential purposes whether or not the landlord also supplies the mobile home;

(iv) any other rooms or premises that the Lieutenant Governor in Council may, by order, designate;

and includes fixtures that are pursuant to the tenancy agreement to be supplied therefor by the landlord but, subject to any order made by the Lieutenant Governor in Council pursuant to subclause (iv), does not include:

(v) premises occupied for business purposes with living accommodation attached or enjoyed therewith under a single lease;

(vi) lodging provided by a hotel, motel or club or supplied by The Salvation Army, Canada West, The Young Men’s Christian Association or The Young Women’s Christian Association;

(vii) **Repealed.** 1979-80, c.69, s.3.

(viii) **Repealed.** 1979-80, c.69, s.3.

(ix) lodging provided in nursing homes as defined in the regulations;

(x) any other rooms or premises used for residential purposes that are excluded by the Lieutenant Governor in Council from the operation of this Act;

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(k) **“security deposit”** means consideration, other than rent, in the form of cash, cheque or any other property or right paid, given or deposited by a tenant of residential premises to or with the landlord or to or with anyone on behalf of the landlord to be held by or for the account of the landlord as security for the performance of an obligation, or the payment of a liability, of the tenant under a tenancy agreement and that is to be returned to the tenant upon the happening of an event;

(l) **“tenancy”** means the exclusive right to occupy residential premises granted to a tenant by a landlord for which the tenant agrees to pay rent for a term that may be terminated by the landlord or tenant only in accordance with the provisions of this Act;

(m) **“tenant”** means a person who executes a tenancy agreement;

(n) **“tenancy agreement”** means an agreement whether written, oral or implied between a landlord and a tenant for a tenancy of residential premises and includes a lease.

R.S.S. 1978, c.R-22, s.2; 1979, c.69, s.20; 1979-80, c.69, s.3; 1992, c.37, s.3; 2001, c.8, s.18.

## APPLICATION OF ACT

**Application to residential premises, exception**

3(1) Subject to section 5 and to any order made under subsection (2) or (4), this Act applies to all tenancy agreements and residential premises in cities, towns, villages and hamlets and to any other residential premises, as may be ordered by the Lieutenant Governor in Council, that are situated within a five mile radius of any city, town, village or hamlet.

(2) The Lieutenant Governor in Council may by order declare that this Act or any provision of this Act shall not apply in any city, town, village or hamlet on and from a date to be specified in the order.

(3) The Lieutenant Governor in Council may rescind any order made under subsection (2) and thereupon this Act or the provisions of this Act that did not apply to the city, town, village or hamlet under the order shall apply to the city, town, village or hamlet, as the case may be.

(4) The Lieutenant Governor in Council may, by order, declare that any provision or provisions of this Act shall not apply to residential premises referred to in the order on and from a date to be specified in the order.

(5) The Lieutenant Governor in Council may rescind any order made under subsection (4) and thereupon the provision or provisions of this Act that did not apply to the residential premises mentioned in subsection (4) shall apply to those premises.

R.S.S. 1978, c.R-22, s.3.

**Application to leases, etc.**

4(1) Subject to any order made under subsection (2) or (4) of section 3, this Act applies to all leases in cities, towns, villages and hamlets or in any other area, as may be ordered by the Lieutenant Governor in Council, that is situated within a five mile radius of any city, town, village or hamlet, and to all security deposits being held by a landlord in respect of those leases, on or after the day on which this Act comes into force.

(2) Any lease or other agreement that creates or purports to create the relationship of landlord and tenant with respect to residential premises and that is subsisting on the day on which this Act comes into force shall be construed to be a tenancy agreement within the meaning of this Act.

R.S.S. 1978, c.R-22, s.4.

**Exception to application of Act**

5 Subject to any order that may be made pursuant to subclause 2(j)(iv), this Act does not apply to an owner or occupant of residential premises who leases rooms in the premises for a consideration that includes the provision of board, attendances and the use of fixtures by the tenant.

R.S.S. 1978, c.R-22, s.5; 1979, c.69, s.20.

**Tenancy agreement creates no interest in land**

6(1) For the purposes of this Act, the relationship of landlord and tenant whether created under a lease or under a tenancy agreement entered into under this Act is one of contract only and does not create any interest in land in favour of the tenant.

(2) A lease or tenancy agreement to which this Act applies shall be deemed not to be a lease within the meaning of *The Land Titles Act* or *The Landlord and Tenant Act*.

R.S.S. 1978, c.R-22, s.6.

## PART I OFFICE OF RENTALSMAN AND COMMISSION

**Office of Rentalsman, appointment of Rentalsman, etc.**

7(1) There is hereby continued the Office of the Rentalsman which shall be responsible for the administration of this Act.

(2) The Lieutenant Governor in Council may appoint a Rentalsman who shall be the permanent head of the Office of the Rentalsman; and the Lieutenant Governor in Council may fix the salary and travelling and other expenses to be paid to the Rentalsman.

(3) The Rentalsman may at any time appoint one or more deputy rentalsmen who shall carry out the duties and perform the functions of the Rentalsman in such areas of the province as the Rentalsman may specify.

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(4) Where no person holds an appointment as Rentalsman, the board is deemed to be the Rentalsman and has all of the powers and shall perform all the duties of the Rentalsman.

(5) The board may:

(a) appoint any persons to act at any places that the Lieutenant Governor in Council may by regulation prescribe to facilitate the administration of this Part; and

(b) subject to the approval of the Lieutenant Governor in Council, confer upon these persons, and upon any board member, any powers it considers necessary including the power to make any order that the board is authorized to make pursuant to this Part.

(6) Any order made by a person mentioned in subsection (5) has the same force and effect as if it were made by the board.

R.S.S. 1978, c.R-22, s.7; 1979-80, c.69, s.4.

**8 Repealed.** 1992, c.37, s.4.

**Staff, duties of, etc.**

**9(1)** The staff of the Office of the Rentalsman shall consist of such persons as may be required for the proper administration of this Act.

(2) In addition to any other duties and functions assigned to the staff of the Office of the Rentalsman by the Rentalsman or a deputy rentalsman, the staff shall be responsible for the carrying out of investigations conducted pursuant to this Act.

(3) *The Public Service, 1998 Act* shall apply to the staff of the Office of the Rentalsman.

(4) *The Public Service Superannuation Act* applies to the Rentalsman, deputy rentalsman and the staff of the Office of the Rentalsman.

R.S.S. 1978, c.R-22, s.9; 1992, c.37, s.5; 1998, c.P-42.1, s.42.

## DELIVERY OF AGREEMENT TO TENANT

**Landlord to deliver copy of agreement to tenant**

**10** Where a tenancy agreement in writing is executed by a tenant, the landlord shall deliver or cause to be delivered to the tenant an executed and completed original copy of the agreement within twenty days after the execution and delivery of the agreement by the tenant to the landlord.

R.S.S. 1978, c.R-22, s.10.

**Landlord to deliver copy of lease to tenant**

**11** Every landlord shall within sixty days after this Act comes into force deliver or cause to be delivered to any tenant with whom he has entered into a written lease an executed and completed original copy of the lease and each renewal thereof, if any, unless the tenant has already received such a copy.

R.S.S. 1978, c.R-22, s.11.

**Obligations of tenant cease until landlord delivers agreement, etc.**

**12(1)** Where a landlord does not deliver or cause to be delivered a copy of a tenancy agreement, or a lease or renewal thereof to his tenant in accordance with section 10 or 11, the obligations of the tenant under the agreement or lease are suspended until the landlord complies with section 10 or 11, as the case may be.

(2) Where a dispute arises between a landlord and his tenant as to whether the landlord has complied with section 10 or 11, as the case may be, the onus of proof of such compliance rests upon the landlord.

R.S.S. 1978, c.R-22, s.12.

## DISTRESS FOR RENT ABOLISHED

**Remedy of distress abolished**

**13(1)** No landlord shall distrain for rent payable under a tenancy agreement on the goods and chattels of any person.

(2) No person authorized by any Act or other law or any agreement to recover rent payable for, or the rental value of, land shall distrain on the goods and chattels of a tenant of residential premises for the rent payable for, or the rental value of, the residential premises occupied or formerly occupied by the tenant.

(3) Subsections (1) and (2) apply whether or not the default in respect of which the remedy of distress that might have been taken but for this section occurred prior to the coming into force of this Act.

R.S.S. 1978, c.R-22, s.13.

ABOLITION OF *INTERESSE TERMINI***Effective date of commencement of tenancy agreement**

**14(1)** The doctrine of *Interesse Termini* is abolished.

(2) A tenancy agreement is capable of taking effect at law or in equity from the date fixed for the commencement of the term of the agreement without actual entry of the premises leased under the agreement.

R.S.S. 1978, c.R-22, s.14.

## FRUSTRATION

**Application to tenancy agreements**

**15** The doctrine of frustration of contract applies to a tenancy agreement.

R.S.S. 1978, c.R-22, s.15.

## COVENANTS INTERDEPENDENT

**Common law rules respecting performance in event of default of other party**

**16** Subject to this Act, the common law respecting the effect of a breach of a material covenant by one party to a tenancy agreement on the obligation of the other party to perform the covenants he has agreed to perform applies to tenancy agreements.

R.S.S. 1978, c.R-22, s.16; 1979, c.69, s.20.



COVENANTS IN *POSSE* AND IN *ESSE***Covenants in tenancy agreement run with land**

**17** Covenants in a tenancy agreement concerning things related to the residential premises run with the land whether or not the things are in existence at the date the tenancy agreement is entered into.

R.S.S. 1978, c.R-22, s.17.

**Landlord not to demand, etc., statement respecting condition of premises**

**18(1)** Notwithstanding anything in a tenancy agreement entered into by a landlord and a tenant, the landlord shall not before the tenant enters into possession of the residential premises leased under the agreement request the tenant to make, or receive from the tenant, a written or oral statement or agreement that the residential premises leased to the tenant or the fixtures included in the premises, if any, is or are in a satisfactory state of repair or condition.

(2) A statement or covenant in a tenancy agreement or lease made or given by the tenant that residential premises leased to the tenant or the fixtures included therein, if any, were in a satisfactory state of repair or condition is void.

R.S.S. 1978, c.R-22, s.18.

## MOBILE HOMES

**Restrictions respecting mobile homes**

**19(1)** No landlord shall, with respect to residential premises mentioned in subclause 2(j)(iii), limit the occupancy of such residential premises to a mobile home sold, leased or otherwise made available by any specific person or persons, unless the residential premises have not previously been occupied as a mobile home site.

(2) No landlord mentioned in subsection (1) shall unreasonably restrict or interfere with a tenant's attempt to sell a mobile home situated on residential premises, and no landlord shall charge any fee in connection with such sale or attempted sale unless he has provided some service with respect to that sale or attempted sale.

R.S.S. 1978, c.R-22, s.19; 1992, c.37, s.6.

## STATUTORY CONDITIONS

**Part of tenancy agreement**

**20(1)** The conditions set forth in this section shall be deemed to be part of every tenancy agreement in force in the province and shall be printed on every written tenancy agreement with the heading “Statutory Conditions”:

## STATUTORY CONDITIONS

**Quiet possession**

**1** The tenant shall have quiet enjoyment of the residential premises.

**Landlord to maintain and repair**

**2(1)** The landlord shall:

(a) keep in a good, safe and healthy state and in a tenantable state of repair any part of the building in which the residential premises are situated and of which he retains possession and that is intended for the common use and enjoyment of the tenants of the landlord;

(b) keep in good, safe and tenantable state of repair all services for the residential premises including continuous heating, hot and cold water, power and other services installed in the building and residential premises and to be supplied by the landlord under the tenancy agreement.

(2) If any service mentioned in clause (b) of condition 2 is discontinued due to a malfunction or otherwise of equipment under the control of the landlord, the landlord shall cause the equipment to be repaired or restored to restore the service.

(3) If any service mentioned in clause (b) of condition 2 is not restored within forty-eight hours after it was discontinued, any rent payable in respect of the residential premises is abated or reduced by one-tenth of the monthly rent for the residential premises for each day or portion thereof on which a service is discontinued or by such other amount as may be agreed upon by the landlord and tenant, or the amount that may be fixed by the Rentalsman under section 47 of *The Residential Tenancies Act*, in respect thereof upon application therefor by the landlord or tenant.

**Same**

**3** The landlord shall:

(a) except with respect to residential premises that are destroyed to such an extent as to be uninhabitable, during the term granted by the tenancy agreement, maintain and keep in a good state of repair and fit for habitation, use and enjoyment the residential premises notwithstanding that the state of non-repair of the residential premises exists to the knowledge of the tenant before the tenancy agreement was entered into or came into existence thereafter;

(b) keep in a good state of repair for the use and enjoyment of the tenant all fixtures that are supplied by the landlord under the tenancy agreement or that are added or substituted therefor, reasonable wear and tear thereto and other causes not being excepted.

**Enforcement of conditions 1 to 3**

**4** Statutory conditions 1 to 3 may be enforced by application of the tenant to the Rentalsman, and the Rentalsman acting under section 47 of *The Residential Tenancies Act*, may:

(a) order that the tenancy be terminated subject to such relief against forfeiture as the Rentalsman considers fit;

(b) approve any repair that has been made or direct any repair to be made and order that the cost thereof be paid by the person responsible to make the repair, and direct that such costs may be recovered by due process or by way of set off or paid out of the security deposit;

(c) make such further or other order as the Rentalsman considers appropriate.

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**Duties of landlord**

5 The landlord shall:

- (a) comply with all legal requirements concerning health, safety or otherwise relating to the residential premises; and
- (b) at the request of the tenant, provide to the tenant a receipt for any rent paid by the tenant for the residential premises.

**Tenant responsible for cleanliness of residential premises**

6(1) The tenant is responsible for the ordinary cleanliness of the interior of the residential premises occupied by him and for repair of damage caused by wilful or negligent act of the tenant or any person whom the tenant permits on the residential premises.

(2) Unless otherwise agreed between the landlord and the tenant, the tenant is responsible for the ordinary cleanliness of the exterior of the residential premises occupied by him, including the grounds, where the tenancy agreement grants him the exclusive use of the property on which the residential premises are situated.

**Certain use, etc., of premises by tenant prohibited**

7(1) The tenant shall not at any time during the term of the tenancy:

- (a) use, exercise or carry on, or permit to be used, exercised or carried on, in or upon the residential premises or any part thereof any noxious, offensive or illegal act, trade, business, occupation or calling; or
- (b) make or permit in or upon the residential premises a nuisance or disturbance to other persons in adjacent residential premises.

(2) Where a tenant contravenes clause (a) or (b) of subsection (1) of this condition, the landlord may, of his own motion, and shall, upon complaint made to the landlord by any person resident in adjacent residential premises if he is satisfied that the complaint is justified, request the tenant who is so contravening clause (a) or (b) of subsection (1) of this condition to discontinue or not repeat the contravention.

(3) Where the tenant does not cease or discontinue the contravention or again contravenes subsection (1) of this condition after a request is made to him under subsection (2) of this condition, the landlord may apply to the Rentalsman under section 47 of *The Residential Tenancies Act*, for an order for possession of the residential premises occupied by the tenant.

**Right to assign**

8(1) Subject to the following subsections, the tenant has the right to assign the tenancy agreement or otherwise part with the possession of the residential premises.

(2) The landlord may provide in the tenancy agreement that the right of the tenant to assign a tenancy agreement or otherwise part with the possession of the residential premises is subject to the consent of the landlord, and where it so provides such consent shall not be arbitrarily or unreasonably withheld.

(3) The landlord may charge and collect from the tenant a sum not exceeding \$10 in payment for all services and expenses to be incurred in giving a consent mentioned in subsection (2).

(4) The landlord or tenant may apply to the Rentalsman under section 47 of *The Residential Tenancies Act*, who may determine any question or dispute arising under this condition.

**Entry of premises by landlord**

9(1) Except in cases of emergency or where the landlord has the right to show the residential premises to a prospective tenant during reasonable hours after notice of termination of the tenancy has been given by the tenant to the landlord, the landlord shall not enter the residential premises unless he has first made a specific appointment with the tenant, giving the tenant at least twenty-four hours' notice.

(2) Subject to subsection (1), the landlord may enter the residential premises on any day during daylight hours except on a Sunday, a holiday or during a temporary absence from the premises of the tenant and the other occupants, if any, of the premises.

(3) Nothing in this condition shall be construed to prohibit entry by the landlord with the consent of the tenant given at the time of or immediately before the entry.

**c. R-22****RESIDENTIAL TENANCIES****Locking systems not to be changed**

**10** Neither the landlord nor the tenant shall, during the term of the tenancy agreement, alter or remove or cause to be altered or removed the locking system on any door giving entry to the residential premises except by mutual consent.

**Landlord not to receive payment for access**

**11** The landlord shall not demand or receive any payment or advantage from any merchant, salesman, tradesman, deliveryman or other person in exchange for the privilege of access by the merchant, salesman, tradesman, deliveryman or other person to the residential premises or to the premises in or on which the residential premises are situated.

**Landlord to post list of conditions, etc.**

**12** Where the premises in or on which the residential premises are situated contains other residential premises and the landlord retains possession of part of the premises for the use of all tenants in common, the landlord shall post and maintain in a conspicuous place in the premises or at or near the main entrance to the premises the legal name of the landlord, his address for service and the name and address of his agent, if any.

**Landlord to mitigate damages, etc.**

**13(1)** Where the tenant abandons the residential premises in breach of the tenancy agreement, the landlord's right to damages is subject to the same obligation to mitigate his damages as applies generally under the rule of law relating to breaches of contract.

(2) The acceptance by the landlord of arrears or compensation for the use or occupation of the residential premises after the tenant has been given notice of termination does not operate as a waiver of the notice or a re-instatement of the tenancy or the creation of a new tenancy unless the landlord and the tenant so agree in writing

(3) The burden of proving that notice given has been waived or that the tenancy has been reinstated or that a new tenancy has been created is upon the person so claiming.

(4) **Repealed.** 1992, c.37, s.7.

**Landlord not to lessen services**

**14** The landlord shall not during the term of the tenancy agreement or during the term of any lease or renewal thereof in the absence of any agreement between the landlord and tenant to the contrary:

- (a) discontinue or lessen or permit or cause to be discontinued or lessened any heating, lighting, cold or hot water or other service, including elevator service, that is to be supplied by the landlord;
- (b) lessen the amount of the accommodation or of any fixtures;

unless he obtains an order of the Rentalsman under section 47 of *The Residential Tenancies Act*, permitting him to do so.

**Effect of death of tenant on tenancy**

**15** Where the tenant dies during the term of the tenancy agreement leaving a spouse, the death of the tenant does not terminate the tenancy agreement and the tenancy agreement remains in force and effect subject to this Act unless the spouse, within thirty days after the date of the death of the tenant, notifies the landlord in writing that the spouse will surrender possession of the residential premises forthwith or within thirty days after the date of service of the notice.

**Acceleration of rent clause prohibited**

**16** Notwithstanding any Act or law or anything in the tenancy agreement, any term of the tenancy agreement that provides that by reason of default in payment of any amount due under the agreement or in the observance of any obligation of the tenant under the agreement the whole or any part of the amount to be paid by the tenant for the term of the tenancy becomes due and payable is void.

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**Right of tenant to display election advertising**

**16.1(1)** No landlord shall prohibit a tenant from displaying election advertising posters in or on the residential premises occupied by the tenant during a campaign to elect a member to the House of Commons or the Legislative Assembly or to an elected office in a municipality, school board or conseil scolaire.

(2) A landlord may:

(a) set reasonable conditions respecting the type and size of election advertising posters that may be displayed on residential premises; and

(b) prohibit the display of election advertising posters on any part of the building in which the residential premises are situated and of which the landlord retains possession and that is intended for the common use and enjoyment of the tenants of the landlord.

(3) All election advertising posters that are displayed pursuant to subsection (1) must be removed within seven days after the date of the election to which the posters relate.

2005, c.12, s.54.

**Landlord to allow candidates, etc., access to premises**

**17(1)** The landlord shall not restrict access at reasonable times to the premises in or on which the residential premises are situated to any candidate or his authorized agent or representative, during a campaign to elect a member to the House of Commons or the Legislative Assembly or to an office in municipal government or to a school board or a conseil scolaire, for the purposes of canvassing or distributing election material.

(2) A candidate mentioned in subsection (1) shall, before entering the premises in or on which the residential premises are situated, give his name and address to the landlord if requested to do so by the landlord.

(3) An authorized agent or representative of a candidate mentioned in subsection (1) shall, before entering the premises in or on which the residential premises are situated, give his name and address to the landlord if requested to do so by him and also produce to the landlord written authority from the candidate whom he represents if requested to do so by the landlord.

**Notice to increase rent, etc.**

**18(1)** Except where the tenancy agreement contains a provision for an increase in the rent to be paid thereunder from and after a date stipulated in the agreement and sets out the amount of the increase, the landlord shall not increase the rent payable under the tenancy agreement, or serve notice of an intention to increase the rent under the agreement, unless he serves on the tenant a notice in writing setting out his intention to increase the rent and the amount of the increase intended to be made:

(a) if the tenancy is a weekly tenancy, not less than three weeks before the rent is to be increased;

(b) if the tenancy is a monthly, yearly or a year to year tenancy, not less than three months before the rent is to be increased.

(2) **Repealed.** 1992, c.37, s.7.

(3) The applicable period set out in subsection (1) does not apply where the tenancy agreement provides for a period of notice in respect of an increase in rent under the agreement longer than the period set out in subsection (1).

(4) If upon receipt of notice under subsection (1), the tenant agrees to the increase in the rent as set out in the notice the tenancy agreement shall be deemed to have been amended according to the tenor of the agreement.

(5) **Repealed.** 1992, c.37, s.7.

(6) **Repealed.** 1992, c.37, s.7.

(7) An increase in rent by the landlord where the landlord has not served a notice according to the provisions of this condition may be declared invalid by the Rentalsman.

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(8) The landlord shall not after service of the notice under subsection (1) and before the expiration of the applicable period of time specified in subsection (1) or (3), as the case may be, serve a notice to terminate the tenancy agreement except for cause arising after the service of the notice of intention to increase the rent.

(8.1) Where a fixed term lease is renewed, this statutory condition applies as if the original term and any extensions constitute one tenancy agreement.

(9) **Repealed.** 1992, c.37, s.7.

**Landlord's right of entry, etc., subject to notice to tenant to remedy breach**

**19** No right of entry of the residential premises or right of forfeiture or termination of the tenancy agreement under a term or stipulation in the agreement or under any of the conditions in this section, other than a provision in respect of the payment of rent, is enforceable by proceedings under this Act or otherwise by the landlord or tenant unless and until:

(a) the landlord or tenant, as the case may be, has served written notice upon the tenant or landlord, as the case requires, of the breach complained of, and if the breach is capable of remedy, requiring the person upon whom the notice was served to remedy the breach; and

(b) the landlord or tenant, as the case may be, fails within a reasonable time to remedy the breach if it is capable of being remedied.

(2) No statutory condition set forth in subsection (1) shall be deemed to derogate from any other provision of this Act.

R.S.S. 1978, c.R-22, s.20; 1979-80, c.69, s.5;  
1980-81, c.40, s.3; 1992, c.37, s.7; 1993, c.55,  
s.184.

**REQUIREMENT OF CHEQUES PROHIBITED****Payment of future rent prohibited in absence of agreement**

**21** Except where his tenant agrees thereto in writing, no landlord shall include in a tenancy agreement a requirement that the tenant deliver to the landlord post-dated cheques or other negotiable instruments for payment of future rent under the tenancy agreement.

R.S.S. 1978, c.R-22, s.21.

**TERMINATION OF TENANCY****Notice of termination**

**22(1)** A weekly, monthly, yearly or year to year tenancy may, unless otherwise mutually agreed upon between the landlord and tenant, be terminated by the landlord or the tenant upon written notice to the other, which notice shall:

(a) meet the requirements of section 23;

(b) be given in the manner prescribed by section 24, 25 or 26, as the case may be; and

(c) be given in sufficient time to give the period of notice required by section 24, 25 or 26, as the case may be.

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(2) Any tenancy, other than a tenancy mentioned in subsection (1), that is determinable on notice may, unless otherwise agreed upon, be terminated by the landlord or the tenant by service of a notice of termination in accordance with subsection (1) of section 23.

(3) A notice need not be in any particular form but a notice by a landlord to a tenant may be in form A and a notice by a tenant to a landlord may be in form B.

R.S.S. 1978, c.R-22, s.22.

**Notice of termination to identify premises,  
to state termination date, etc.**

**23(1)** A notice of termination of a tenancy agreement by a landlord or a tenant shall be in writing and shall:

- (a) be signed by the person giving the notice or by his duly authorized agent;
- (b) identify the premises in respect of which the notice is given; and
- (c) state the date on which the tenancy is to terminate or, subject to sections 24, 25 or 26, state that the tenancy is to terminate on the last day of the period of the tenancy next following the giving of the notice.

(2) A notice may state both:

- (a) the date on which the tenancy is to terminate; and
- (b) that the tenancy is to terminate on the last day of the period of the tenancy next following the giving of the notice;

and if it does state both, but the date on which the tenancy is to terminate is incorrectly stated, the notice is nevertheless effective to terminate the tenancy on the last day of the period of the tenancy next following the giving of the notice.

R.S.S. 1978, c.R-22, s.23.

**Weekly tenancy**

**24(1)** A notice to terminate a weekly tenancy shall be given not later than the last day of any week of the tenancy to be effective on the last day of the immediately following week of the tenancy.

(2) In subsection (1) the expression “**week of the tenancy**” means the weekly period on which the tenancy is based and not necessarily a calendar week, and unless otherwise specifically agreed upon by the landlord and the tenant, the week shall be considered to begin on the day upon which the rent under the tenancy agreement is payable.

R.S.S. 1978, c.R-22, s.24.

**Monthly tenancy**

**25(1)** A notice to terminate a monthly tenancy shall be given not later than the last day of any month of the tenancy to be effective on the last day of the immediately following month of the tenancy.

(2) In subsection (1) the expression “**month of the tenancy**” means the monthly period on which the tenancy is based and not necessarily a calendar month, and unless otherwise specifically agreed upon by the landlord and the tenant, the month shall be considered to begin on the day upon which the rent under the tenancy agreement is payable.

R.S.S. 1978, c.R-22, s.25.

**Yearly or year to year tenancy**

**26(1)** A notice to terminate a yearly tenancy or a year to year tenancy shall be given not later than the sixtieth day before the last day of any year of the tenancy to be effective on the last day of that year of the tenancy.

(2) In subsection (1) the expressions “**yearly tenancy**” and “**year to year tenancy**” mean the yearly period on which the tenancy is based and not necessarily a calendar year, and unless otherwise agreed upon by the landlord and the tenant, the year shall be considered to begin on the day, or the anniversary of the day, on which the tenant first became entitled to possession of the residential premises.

R.S.S. 1978, c.R-22, s.26.

**Termination of tenancy in event of certain contraventions**

**27(1)** Notwithstanding anything in statutory condition 19 of subsection (1) of section 20 or in sections 22 to 26, a landlord may terminate a tenancy agreement immediately by service of a notice of termination if:

- (a) the tenant, after receiving seven days’ written notice respecting his contravention of statutory condition 6 of subsection (1) of section 20, again contravenes that statutory condition;
- (b) the tenant contravenes statutory condition 7 of subsection (1) of section 20;
- (c) the tenant is in arrears in payment of the rent under the tenancy agreement for a period of fifteen days or more.

(2) If a tenant fails to vacate residential premises in accordance with a notice served pursuant to subsection (1), the landlord may apply to the Rentalsman for an order of possession.

R.S.S. 1978, c.R-22, s.27.

**Termination of tenancy of employee**

**28(1)** Notwithstanding anything in this Act, where a landlord has entered into a tenancy agreement with a tenant only by reason of the tenant’s employment by the landlord in respect of the premises in which the residential premises are situated, the tenancy of the tenant is terminated on the day on which the employment of the tenant is terminated and the tenant shall within one week thereafter vacate the residential premises occupied by him.



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(2) If the tenant fails to vacate the premises as provided in subsection (1), the landlord may apply to the Rentalsman for an order for immediate possession of the residential premises occupied by the tenant.

R.S.S. 1978, c.R-22, s.28.

**Landlord not to take possession of premises except by order**

**29(1)** Unless a tenant has vacated or abandoned residential premises, the landlord shall not regain possession of the residential premises on the grounds that he is entitled to possession except under the authority of an order obtained under section 47.

(2) Where a landlord:

- (a) requires the possession of residential premises, or the building in which residential premises are situated, for the purpose of demolition; or
- (b) requires the possession of residential premises, or the building in which residential premises are situated, on the ground that the repair or rectification of any condition complained of or ordered to be carried out by the landlord in respect of the building or the residential premises are too costly or of such a nature that they cannot be carried out while the tenant continues to occupy the premises;

the landlord may apply to the Rentalsman under section 47 for an order of possession of the building in which the residential premises are situated or of the residential premises, as the case may be.

(3) The Rentalsman, if satisfied from the evidence adduced of the validity of the application, may grant an order to the landlord for possession of the premises in respect of which the application was made, subject to such terms and conditions, if any, as the Rentalsman may see fit to impose.

(4) Notwithstanding subsection (1), if an order is made pursuant to *The Safer Communities and Neighbourhoods Act* that terminates a tenancy or entitles a landlord to possession of residential premises the tenancy shall terminate and the landlord shall have possession in accordance with the order.

R.S.S. 1978, c.R-22, s.29; 1979, c.69, s.20; 1992, c.37, s.8; 2004, c.S-0.1, s.65.

## SECURITY DEPOSITS

**Amount of security deposit**

**30(1)** No landlord or person acting on behalf of a landlord shall charge, demand, receive or collect from a tenant of residential premises a security deposit of any amount or value exceeding:

- (a) in the case of a tenant who is occupying those premises before October 1, 1997:
  - (i) the lesser of \$125 and an amount equal to one-half month's rent, in the case of a tenancy other than a week-to-week tenancy; or
  - (ii) one week's rent, in the case of a week-to-week tenancy;

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- (b) in the case of a tenant who is not occupying those premises before October 1, 1997:
  - (i) one month's rent, in the case of a tenancy other than a week-to-week tenancy; or
  - (ii) one week's rent, in the case of a week-to-week tenancy.
- (2) A landlord may require the tenant to pay:
  - (a) up to 50% of the amount of the security deposit:
    - (i) at the beginning of the tenancy; or
    - (ii) during the tenancy, within 30 days after the date of service on the tenant of a written demand; and
  - (b) the remainder of the security deposit within:
    - (i) two months after the beginning of the tenancy, where subclause (a)(i) applies; or
    - (ii) 60 days after the date of service of the demand, where subclause (a)(ii) applies.
- (3) No landlord or person acting on behalf of a landlord shall give notice to vacate residential premises or refuse to renew a tenancy agreement for the sole purpose of increasing the security deposit for those premises.

1997, c.19, s.3.

**Security deposits to be held in trust**

**31** Every security deposit paid to the landlord or to an agent of the landlord with respect to residential premises is held by the landlord in trust for the tenant who paid the deposit, subject to this Act.

R.S.S. 1978, c.R-22, s.31.

**Investment of security deposits**

**32** The landlord shall:

- (a) invest the security deposits in securities authorized by *The Trustee Act*; or
- (b) deposit the security deposits in a trust account in a chartered bank, trust company or credit union.

R.S.S. 1978, c.R-22, s.32.

**Interest on security deposits**

**33(1)** The landlord shall pay to the tenant interest on the security deposit at the rate prescribed in the regulations, calculated from the earlier of:

- (a) the date on which the landlord receives the full amount of the security deposit; and
- (b) the date mentioned in subclause 30(2)(b)(i) or (ii).

(2) On termination of the tenancy agreement, the landlord shall pay to the tenant the interest the landlord is required to pay pursuant to subsection (1).

R.S.S. 1978, c.R-22, s.33; 1980-81, c.40, s.5;  
1992, c.37, s.9; 1997, c.19, s.4.

**Security deposits not attachable, etc.**

**34** No security deposit held by a landlord for a tenant is attachable under any garnishee proceeding or receiving order, or exigible under a writ of execution.

R.S.S. 1978, c.R-22, s.34.

**Return of security deposit**

**35(1)** Within seven days, excluding Saturdays, Sundays and holidays, after the termination of a tenancy agreement, the landlord shall, unless the tenant agrees in writing at the termination of the tenancy that the landlord is entitled to retain all or a portion of the security deposit:

- (a) pay to the tenant the security deposit and any accrued interest; or
- (b) where the landlord intends to retain all or a portion of the security deposit:
  - (i) pay to the tenant the portion of the security deposit that the landlord does not intend to retain and any accrued interest;
  - (ii) apply to the Rentalsman pursuant to section 47 for an order respecting the disposition of the security deposit;
  - (iii) supply the Rentalsman with the details respecting the claim as required by the Rentalsman;
  - (iv) supply the Rentalsman with the tenant's address or evidence of the landlord's attempts to obtain the tenant's address; and
  - (v) pay the prescribed fee.

(2) Where the Rentalsman receives the application, information and fee mentioned in clause (1)(b), the Rentalsman shall, notwithstanding subsection 47(1.1):

- (a) send a copy of the application to the tenant; and
- (b) advise the tenant that a hearing will be held if, within seven days, excluding Saturdays, Sundays and holidays, the tenant notifies the Rentalsman that he or she wishes to dispute the claim.

(3) In subclause (1)(b)(ii), "**order**" includes an order determining the entitlement of the landlord to receive a payment by the Minister of Community Resources and Employment pursuant to section 13.1 of *The Saskatchewan Assistance Act* in circumstances where that minister's discretion to make a payment pursuant to that section is to be exercised.

2000, c.24, s.3; 2004, c.65, s.29.

**Interim order**

**35.01(1)** Notwithstanding section 47, the Rentalsman may make an interim order where:

- (a) the tenant does not notify the Rentalsman, within the required time, that he or she wishes to dispute the claim; or
  - (b) the landlord has been unable to supply an address for the tenant and the Rentalsman is satisfied that the landlord has made reasonable efforts to obtain the address and the Rentalsman has not been able to obtain an address in accordance with section 35.04.
- (2) An interim order becomes a final order 120 days after the day on which it is made unless, within that 120 days, the tenant makes an application to the Rentalsman pursuant to section 47 for an order to determine the disposition of the security deposit.

2000, c.24, s.3.

**Where tenant disputes claim**

**35.02(1)** Where the tenant notifies the Rentalsman that the tenant wishes to dispute the claim, the Rentalsman shall send a notice of hearing to the landlord and tenant by ordinary mail.

- (2) A landlord shall forward the security deposit and any interest earned on the security deposit to the Rentalsman after receiving the notice of hearing.

2000, c.24, s.3.

**Non-compliance by landlord**

**35.03(1)** Where a tenant disputes a claim and it is established that the landlord did not comply with the requirements of sections 35 and 35.02, the Rentalsman shall order that the security deposit held by the landlord and any accrued interest be paid to the tenant, or that a landlord is not entitled to a payment pursuant to section 13.1 of *The Saskatchewan Assistance Act*, unless the Rentalsman is satisfied that:

- (a) exceptional circumstances prevented the landlord from complying with those sections; and
  - (b) it would be grossly inequitable to order that the security deposit and accrued interest be paid to the tenant.
- (2) For the purposes of clause (1)(a), the Rentalsman may find that exceptional circumstances exist where:
- (a) renting residential premises is not the primary business or activity of the landlord;
  - (b) the application is the first application pursuant to section 47 to determine the disposition of a security deposit involving that landlord; and
  - (c) the landlord presents evidence satisfactory to the Rentalsman that the landlord unintentionally failed to comply with sections 35 and 35.02.

2000, c.24, s.3.

**Disclosure of address**

**35.04(1)** The Rentalsman may request from the Minister of Community Resources and Employment the address of a tenant with respect to whom that minister may make a payment as mentioned in subsection 35(3), for the purpose of providing a copy of the application form or a notice of hearing respecting the disposition of a security deposit.

(2) Where a request is made pursuant to subsection (1), the Minister of Community Resources and Employment may provide the information to the Rentalsman requested for the purpose mentioned in subsection (1).

2000, c.24, s.3; 2004, c.65, s.29.

**Return of security deposit— application by tenant**

**35.1(1)** A tenant may apply to the Rentalsman for an order pursuant to section 47 to determine the disposition of the security deposit if, within seven days, excluding Saturdays, Sundays and holidays, after termination of the tenancy agreement, the tenant:

- (a) does not receive payment of the security deposit of the tenant and any interest earned on the security deposit; and
- (b) has not agreed in writing at the termination of the tenancy that the landlord is entitled to retain all of the security deposit or the portion of the security deposit that the landlord has retained.

(2) A tenant is not required to pay to the Rentalsman any fee respecting an application pursuant to subsection (1).

(3) Where the Rentalsman receives an application pursuant to subsection (1) and determines from the Rentalsman's records that the landlord has not complied with clause 35(1)(b) with respect to that tenant's security deposit, the Rentalsman shall immediately grant to the tenant an *ex parte* order directing the landlord to pay to the tenant the security deposit of the tenant and any interest earned on the security deposit.

(4) For the purposes of satisfying an *ex parte* order granted pursuant to subsection (3), the Rentalsman may direct one or more other tenants of the landlord to pay to the Rentalsman an amount of rent, otherwise payable to the landlord, that equals the amount the landlord is required to pay pursuant to the *ex parte* order.

(5) The Rentalsman shall provide or cause to be provided a copy of an *ex parte* order made pursuant to subsection (3) to:

- (a) the tenant;
- (b) the landlord; and
- (c) any other tenant required to pay an amount pursuant to subsection (4).

1997, c.19, s.5; 2000, c.24, s.4.

**New landlord substituted for original landlord**

**36(1)** A landlord as defined by subclause (ii), (iii), (iv), (v) or (vi) of clause (d) of section 2, in this section and in section 37 referred to as “new landlord”, upon becoming a new landlord, becomes and is subject to this Act with respect to all subsisting tenancy agreements and all security deposits held in trust by the original landlord.

(2) Every new landlord is deemed to have notice of all subsisting tenancy agreements in respect of which he becomes the new landlord.

(3) Subject to sections 35 and 37, all security deposits held in trust by the landlord pursuant to section 31 shall, as between the landlord and the new landlord, vest in the new landlord on the date that he becomes such new landlord under this Act.

(4) Every new landlord is substituted as the landlord in all subsisting tenancy agreements in respect of which he becomes the new landlord to the same extent as if each of the tenancy agreements had been entered into with the tenant by the new landlord, and the landlord shall forthwith deliver to the new landlord the copies of all tenancy agreements entered into by the landlord in respect of which the new landlord is substituted as the landlord.

(5) Subject to section 37, every landlord who holds security deposits in trust pursuant to section 31 shall forthwith after a person becomes a new landlord of the tenants who paid the security deposits transfer the security deposits or securities in which they have been invested together with all records of the landlord with respect to deposits or securities to the new landlord.

R.S.S. 1978, c.R-22, s.36.

**Rights of original landlord with respect to claim on security deposit**

**37** Where a landlord who holds a security deposit of a tenant who becomes a tenant of a new landlord has a claim against the tenant with respect to the deposit, he shall, if the tenant does not consent in writing to the retention of the whole amount of the deposit claimed by the landlord, make an application under section 47.

R.S.S. 1978, c.R-22, s.37; 1992, c.37, s.11.

**FUTURE RENT****Landlord not to demand**

**38** No landlord shall demand, receive or collect from a tenant of residential premises or from any person on behalf of a tenant an amount of money to be used by the landlord to pay rent to become due in the future.

R.S.S. 1978, c.R-22, s.38.

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## RENT INCREASES

**39 to 41 Repealed.** 1992, c.37, s.12.

**Fixtures, services or facilities, increase in charge for, or lessening or discontinuance of**

**42(1)** Subject to an order that may be made by the Rentalsman pursuant to section 47, where a landlord:

(a) makes a charge in respect of a fixture, service or facility that was, before the date the charge becomes effective, available to a tenant at a lesser or no charge; or

(b) lessens or discontinues a fixture, service or facility available to a tenant;

such charge, the value of the lessening of the fixture, service or facility or the value of such discontinued fixture, service or facility shall, for the purposes of this Act, be deemed to be an increase in the rent or range of rents payable for the residential premises rented by the tenant.

(2) A landlord may apply to the Rentalsman for an order to be made under section 47 that a charge, lessening or discontinuance mentioned in subsection (1) is not an increase in the rent or range of rents.

R.S.S. 1978, c.R-22, s.42; 1992, c.37, s.13.

**43 Repealed.** 1992, c.37, s.14.

**New landlord**

**44(1)** Every new landlord shall be deemed to have notice of all rent collected or retained with respect to the residential premises of the new landlord by a previous landlord.

(2) Every new landlord who became or becomes a new landlord before or after the coming into force of this section shall be deemed to be subject to this Act for all rents collected in respect of the residential premises of the new landlord from the first day of December, 1974 notwithstanding that the rent was collected by a previous landlord.

R.S.S. 1978, c.R-22, s.44.

**45 Repealed.** 1992, c.37, s.15.

**46 Repealed.** 1992, c.37, s.15.

## PROCEEDINGS AND ORDERS

**Application to Rentalsman**

**47(1)** An application for an order respecting any residential tenancy dispute may be made:

- (a) to the Rentalsman, in the form and manner that the Rentalsman may direct; or
- (b) subject to sections 47.1 to 47.3, to Her Majesty's Court of Queen's Bench for Saskatchewan.

(1.1) Subject to subsection (5.1), if an application is made to the Rentalsman pursuant to subsection (1) and the fee prescribed in the regulations respecting applications is paid to the Rentalsman, the Rentalsman shall issue to the applicant a written notice of hearing and the applicant shall serve that notice on those persons concerned with the matter that the Rentalsman may direct and in the manner the Rentalsman may direct.

(1.2) The Rentalsman shall issue a written notice of hearing and cause the notice to be served on all parties concerned with the matter where:

- (a) the Rentalsman becomes aware of a possible contravention of or failure to comply with this Act, the regulations, an order made pursuant to this Act or a tenancy agreement; and
- (b) the Rentalsman determines that it is in the public interest to hold a hearing.

(2) On receiving an application pursuant to clause (1)(a) or determining pursuant to subsection (1.2) that a hearing should be held, the Rentalsman:

- (a) may direct an investigation into the matter;
- (b) shall hold a hearing;
- (c) after holding the hearing pursuant to clause (b), may make any order the Rentalsman considers just and equitable in the circumstances including an order:
  - (i) directing any person found contravening or failing to comply with a tenancy agreement, this Act, the regulations or an order made pursuant to this Act to stop that contravention or failure and to so comply;
  - (ii) requiring a tenant to pay to the Rentalsman all or any part of any instalment of rent otherwise payable to the landlord;
  - (iii) requiring the payment of damages;
  - (iv) granting possession of residential premises; and
- (d) shall, where an order is made pursuant to subclause (c)(ii), use the moneys paid to the Rentalsman to remedy the landlord's contravention of or failure to comply with a tenancy agreement, this Act, the regulations or an order made pursuant to this Act.



- (2.1) For the purposes of a hearing pursuant to clause (2)(b):
- (a) a submission may be made:
    - (i) orally, including by telephone; or
    - (ii) in writing; and
  - (b) another party to the hearing is to be given an opportunity to rebut a submission mentioned in clause (a) at the time of the hearing, or at a later time, and in the manner the Rentalsman considers appropriate.
- (3) Upon making an order under clause (c) of subsection (2), the Rentalsman shall provide a copy of the order and a copy of section 49 to each party involved in the matter in respect of which the order was made.
- (4) Where, in any proceeding by a landlord for possession of residential premises, it appears to the Rentalsman that:
- (a) a notice to terminate the tenancy agreement was given to the tenant because of the tenant's *bona fide* complaint to the Rentalsman or to any other agency of the Government of Saskatchewan alleging the contravention of any statute, bylaw or other law dealing with health or safety standards, including housing standards;
  - (b) a notice to terminate the tenancy agreement was given to the tenant because of the tenant's attempt to secure or enforce his rights under this Act; or
  - (c) on the evidence presented, the landlord has contravened a term or condition of the agreement or has contravened any condition set out in section 20;
- the tenant may in the same proceedings apply to the Rentalsman for relief and the Rentalsman may grant such relief, including relief with respect to payment of rent or reasonable compensation and the granting of an injunction to restrain any contravention as mentioned in clause (c), as he considers just having regard to the proceedings, the conduct of the parties and to all other circumstances.
- (5) If the Rentalsman decides that the landlord is entitled to possession of the residential premises he may order the issue of a writ of possession in form C directed to the sheriff acting at the judicial centre nearest to the place where the residential premises are situated commanding him forthwith to place the landlord in possession of the residential premises.
- (5.1) The Rentalsman may refuse to issue a written notice of hearing to, or decline to make an order respecting, a landlord who:
- (a) is in contravention of an order of the Rentalsman; or
  - (b) has failed to forward a security deposit and any accrued interest to the Rentalsman pursuant to subsection 35.02(2).
- (6) **Repealed.** 1992, c.37, s.16.

**Applications to court**

**47.1(1)** Subject to sections 47.2 and 47.3, on receipt of an application pursuant to clause 47(1)(b), Her Majesty's Court of Queen's Bench for Saskatchewan may make an order respecting a residential tenancy dispute.

(2) Subject to any agreement between the parties or an order of Her Majesty's Court of Queen's Bench for Saskatchewan, an application for an order described in subsection (1) is to be brought at the judicial centre nearest to the location of the residential premises that are the subject of the application.

1992, c.37, s.17.

**Forum for hearing applications**

**47.2(1)** Subject to subsection (2), the landlord and tenant are deemed to have agreed to submit every application pursuant to subsection 47(1) to the Rentalsman.

(2) Subsection (1) does not apply where:

- (a) an agreement has been entered into pursuant to subsection (3);
- (b) an election has been made pursuant to section 47.3;
- (c) Her Majesty's Court of Queen's Bench for Saskatchewan, on application, orders otherwise; or
- (d) a monetary claim is made and the amount claimed exceeds the monetary limit prescribed with respect to claims for damages pursuant to *The Small Claims Act, 1997*.

(3) A landlord and tenant may agree in writing at any time that subsection (1) does not apply.

(4) Where an agreement is made pursuant to subsection (3):

- (a) the agreement applies to all applications mentioned in subsection 47(1); and
- (b) the landlord and tenant may agree in writing at any time that subsection (1) applies to their tenancy agreement.

(5) Where an agreement is made pursuant to clause (4)(b), the agreement applies to all applications mentioned in subsection 47(1).

1992, c.37, s.17; 1997, c.S-50.11, s.56.

**Election re certain tenancy agreements**

**47.3(1)** Where a landlord and tenant entered into a tenancy agreement before this section comes into force, either the landlord or the tenant, within two months after the coming into force of this section, may elect to give notice to the other party to the agreement that subsection 47.2(1) does not apply to their tenancy agreement.

(2) An election made pursuant to subsection (1) is not enforceable unless:

- (a) it is in writing; and
- (b) a copy of it has been served personally on, or sent by registered mail to, the other party to the agreement within the two-month period described in subsection (1).

(3) Notwithstanding subsection (2), Her Majesty's Court of Queen's Bench for Saskatchewan, on application made before or after the period described in subsection (1) expires, may extend the time within which a person may give notice pursuant to subsection (1).

(4) Where an election is made pursuant to subsection (1):

- (a) the election applies to all applications mentioned in subsection 47(1); and
- (b) the landlord and tenant may agree in writing at any time that subsection 47.2(1) applies to their tenancy agreement.

(5) Where an agreement is made pursuant to clause (4)(b), the agreement applies to all applications mentioned in subsection 47(1).

1992, c.37, s.17.

**Excess payments of rent to Rentalsman to be paid to landlord**

48(1) Where the Rentalsman has received money pursuant to an *ex parte* order made pursuant to section 35.1 or an order made under subclause (ii) of clause (c) of subsection (2) of section 47 in an amount in excess of the amount required to remedy the landlord's contravention or failure, the Rentalsman shall pay to the landlord the amount in excess and any interest accrued thereon at the rate of five per cent per annum from the date the Rentalsman received the money or at such other rate as the Rentalsman may fix.

(2) No tenant shall, by reason of making payment to the Rentalsman pursuant to an *ex parte* order made pursuant to section 35.1 or an order made under subclause (ii) of clause (c) of subsection (2) of section 47 be in default of payment of rent.

R.S.S. 1978, c.R-22, s.48; 1997, c.19, s.7.

**Appeals**

49(1) Any person who is aggrieved by a decision or order of the Rentalsman may appeal the decision or order on a question of law or of jurisdiction of the Rentalsman to a judge of Her Majesty's Court of Queen's Bench for Saskatchewan within 30 days of the date of the decision or order.

(2) Any person who is aggrieved by a decision or order of a judge of Her Majesty's Court of Queen's Bench for Saskatchewan pursuant to sections 47.1 to 47.3 or pursuant to subsection (1) of this section may appeal the decision or order to the Court of Appeal within 30 days of the date of the decision or order with leave of the Court of Appeal or a judge of that court.

(3) The appellant shall serve the notice of appeal or the application for leave to appeal pursuant to this section on the Rentalsman.

(4) The Rentalsman is entitled to be represented at a hearing on an application for leave to appeal pursuant to this section.

(5) The Rentalsman shall be made a party to any appeal pursuant to this section.

1992, c.37, s.18.

**50 Repealed.** 1992, c.37, s.19.

**Powers on inquiries**

**51** The Rentalsman and each deputy rentalsman shall have all the powers of a commissioner under *The Public Inquiries Act*.

R.S.S. 1978, c.R-22, s.51; 1992, c.37, s.20.

**Enforcement of order by filing in court**

**52(1)** Where an order has been made by the Rentalsman, an appeal has not been made pursuant to section 49 and the time for appeal has expired, the order of the Rentalsman may be filed in Her Majesty's Court of Queen's Bench for Saskatchewan by filing a copy of the order certified by the Rentalsman to be a true copy.

(2) An order of the Rentalsman filed pursuant to subsection (1) is, on that filing, enforceable as a judgment or order of the court in the same manner as any other judgment or order of the court.

1992, c.37, s.21.

**53 Repealed.** 1992, c.37, s.21.

**Stay of proceedings**

**54(1)** All proceedings under an order, decision or determination appealed pursuant to subsection 49(1) shall be stayed on the filing of the notice of appeal with the local registrar of Her Majesty's Court of Queen's Bench for Saskatchewan until the appeal has been disposed of.

(2) All proceedings under an order, decision or determination appealed pursuant to subsection 49(2) shall be stayed on the filing of the application for leave to appeal with the registrar of the Court of Appeal:

- (a) until the application has been disposed of; and
- (b) if leave to appeal is granted, until the appeal has been disposed of.

1992, c.37, s.22.

## OFFENCES AND PENALTIES

**Contravention of statutory conditions and provisions of Act**

**55(1)** Subject to subsection (6), every landlord or other person who:

- (a) without reasonable excuse, the proof whereof rests upon him contravenes or fails to comply with one or more of the following:
  - (i) statutory condition 1, 2, 5, 9, 10, 11, 12, 14 or 17 of section 20;
  - (ii) sections 21, 30, 32, subsection 36(5) or section 38;
  - (iii) clause 35(1)(a), where the landlord does not intend to retain all or a portion of the security deposit;

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(b) knowingly provides false information with respect to information required by this Act to be provided; or

(c) contravenes or fails to comply with any other provision of this Act, the regulations or an order made pursuant to this Act or the regulations;

is guilty of an offence and liable on summary conviction:

(d) in the case of a corporation, to a fine not exceeding \$1,000;

(e) in the case of an individual, to a fine not exceeding \$500 or to imprisonment for not more than six months, or to both such fine and imprisonment.

(2) Every director or officer of a corporation who assents to or acquiesces in any offence by the corporation under subsection (1), is guilty of an offence and liable on summary conviction to a fine not exceeding \$500 or to imprisonment for a term not exceeding three months, or to both fine and imprisonment, and in default in payment of the fine to imprisonment for a period not exceeding one month.

(3) Where an order for possession has been made under clause (a) or (b) of subsection (2) of section 29 and the landlord does not demolish the premises or carry out the repairs or rectification of any condition complained of, mentioned in the order, and subsequently rents the building in which the residential premises are situated or the residential premises to another tenant, the landlord is guilty of an offence and liable on summary conviction:

(a) in the case of an individual, to a fine of not more than \$300, or to imprisonment for a period not exceeding three months, or to both fine and imprisonment, and in default of payment of the fine to imprisonment for a period not exceeding three months;

(b) in the case of a corporation, to a fine not exceeding \$1,000.

(4) Subject to subsection (6), every person who without reasonable excuse contravenes or fails to comply with section 39 or 41 is guilty of an offence and liable on summary conviction to a fine not exceeding \$500 or to imprisonment for not more than six months, or to both such fine and imprisonment, and the court may order the landlord to refund to a tenant any rents collected from him in violation of this Act.

(5) Where the court makes an order pursuant to subsection (4) requiring a landlord to refund rents to a tenant, the tenant may file the order in a court of competent jurisdiction and upon such filing the order shall be enforceable as a judgment or order of the court in the same manner as any other judgment or order of the court.

(6) No prosecution under this section shall be instituted after one year from the date that the alleged offence is discovered.

(7) No prosecution shall be instituted under subsection (1) in respect of an alleged contravention of a condition mentioned in that subsection unless the landlord or tenant, as the case may be, has complied with condition 19 of section 20.

(8) No prosecution under subsection (3) shall be instituted without the consent in writing of the Attorney General.

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(9) The conviction of the landlord or other person, or of a director, officer or servant of a corporation, does not relieve the landlord or his agent or director, officer or servant of the corporation, as the case may be, from the duty of carrying out and continuing to carry out or complying with the provisions of this Act or the statutory conditions in respect of which the conviction was made.

(10) On the application of a person who, in the opinion of the convicting court, is aggrieved as a result of an offence described in this section, the convicting court, at the time a sentence is imposed, may order the person convicted of the offence to pay to the aggrieved person, within the time period stated in the order:

(a) an amount the convicting court considers appropriate to satisfy or compensate for any loss or damage suffered by the aggrieved person as a result of the commission of the offence; and

(b) all or any of the costs sustained by the aggrieved person as a result of the loss or damage.

(11) The amounts ordered to be paid pursuant to subsection (10) may be imposed in addition to or instead of any penalty imposed pursuant to this section.

R.S.S. 1978, c.R-22, s.55; 1992, c.37, s.23; 2000, c.24, s.6.

**Officers, etc., competent and compellable witnesses**

**56** An officer, director, agent or servant of a corporation is a competent and compellable witness both to give evidence and to produce documents or other things against the corporation in any prosecution or other proceeding under this Act.

R.S.S. 1978, c.R-22, s.56.

## REGULATIONS

**Power of Lieutenant Governor in Council**

**57(1)** For the purpose of carrying out the provisions of this Act according to their intent and of supplying any deficiency therein, the Lieutenant Governor in Council may make regulations as are ancillary thereto and are not inconsistent therewith; and every regulation made under, and in accordance with the authority granted by, this section has the force of law; and, without restricting the generality of the foregoing, the Lieutenant Governor in Council may make such regulations, not inconsistent with any other provisions of this Act:

(a) requiring that on and from a date to be appointed in the regulations all tenancy agreement entered into shall be in a form prescribed by the regulations;

(b) defining any expression used in the Act and not defined therein;

(c) prescribing rules and forms required for the proper administration of this Act;

(d) **Repealed.** 1992, c.37, s.24.

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- (e) prescribing the criteria to be applied by the Rentalsman in determining applications made under section 42;
  - (f) **Repealed.** 1992, c.37, s.24.
  - (g) **Repealed.** 1992, c.37, s.24.
  - (h) determining the rate of interest on security deposits;
  - (i) prescribing and requiring the payment of fees for an application made pursuant to this Act, and for that purpose, establishing categories of applications and applicants and prescribing different fees for different categories;
  - (j) authorizing the Rentalsman to order that an unsuccessful party to an application shall reimburse any successful party for the amount of any fees paid by the successful party.
- (2) Where the Lieutenant Governor in Council requires that tenancy agreements entered into after a date appointed in the regulation shall be in a form prescribed in the regulations and prescribes a form that such tenancy agreements shall take, all tenancy agreements subsisting on the date so appointed by the regulations shall, notwithstanding anything in the agreements, be considered to be substituted by the form prescribed by the regulation and shall be considered to have been duly executed by the landlords and tenants in that form.
- (3) **Repealed.** 1989-90, c.54, s.5.
- (4) **Repealed.** 1989-90, c.54, s.5.

R.S.S. 1978, c.R-22, s.57; 1979-80, c.69, s.7;  
1989-90, c.54, s.5; 1992, c.37, s.24.

## MISCELLANEOUS

**Agreements that Act not to apply are void**

**58** Every agreement or understanding, verbal or written, express or implied, that this Act or any provision thereof shall not apply or that any benefit or remedy provided by it shall not be available is void.

R.S.S. 1978, c.R-22, s.58.

**59 Repealed.** 1992, c.37, s.25.

**Service by landlord and tenant**

**60(1)** Except as otherwise provided in this Act or directed by the Rentalsman:

- (a) any notice or other document required or permitted to be served or delivered by a landlord to a tenant shall be served personally on the tenant or served by leaving a copy with an adult person apparently residing in the premises of the tenant or shall be served on the tenant by ordinary mail;
- (b) any other notice or document required or permitted to be served or delivered pursuant to this Act is sufficiently served or delivered if served or delivered personally or sent by ordinary mail.

(2) Service of a notice or other document pursuant to this Act or the regulations may be proved by affidavit of the person effecting such service and there shall be exhibited to the affidavit a copy or duplicate of the notice or other document.

(3) Service by ordinary mail on a landlord shall be addressed to the address of the landlord posted under statutory condition 12 of section 20.

(4) Service by ordinary mail on the Rentalsman shall be addressed to the address specified in the regulations for that purpose.

(5) Where a notice or other document is served by sending it by ordinary mail, it shall be deemed to have been served on the third day after the date of the mailing of the notice or document.

(5.1) Notwithstanding that service of a notice or other document does not comply with this Act, the Rentalsman may order that the service is sufficient if, in the opinion of the Rentalsman, the notice or other document came to the attention of the person to be served.

(5.2) Notwithstanding that a person is deemed to have been served pursuant to subsection (5), that person may bring evidence to prove that he or she was not served or was served on a later date.

(5.3) For the purposes of subsection (5.2), the person mentioned in that subsection may apply to the Rentalsman for:

- (a) an adjournment;
- (b) an extension of time; or
- (c) a rehearing of an application in accordance with section 47.

(5.4) A landlord who is provided with a copy of an *ex parte* order granted pursuant to section 35.1 against that landlord may apply to the Rentalsman for a rehearing pursuant to section 47.

(6) **Repealed.** 1992, c.37, s.26.

R.S.S. 1978, c.R-22, s.60; 1979-80, c.69, s.8;  
1992, c.37, s.26; 1997, c.19, s.8.

**Non resident landlords to appoint agents**

**61(1)** Every landlord who does not reside in or have a place of business in Saskatchewan shall within thirty days after this Act comes into force by instrument in writing signed by the landlord, or in the case of a corporation signed by the proper officer of the corporation, appoint an agent in Saskatchewan to represent him in Saskatchewan for the purposes of this Act.

(2) The instrument in writing mentioned in subsection (1) shall set forth the full name and address of the landlord, the legal description of the residential premises, or the address of the premises assigned to the premises for municipal purposes, of the landlord, and the instrument shall forthwith be filed with the Rentalsman.



(3) The appointment of an agent pursuant to subsection (1) remains in force until an instrument executed in the same manner as the instrument appointing the agent revokes the appointment and is filed with the Rentalsman.

(4) Where a landlord revokes the appointment of an agent he shall by the same or a separate instrument in writing signed as provided in subsection (1), appoint another agent, and the instrument or instruments shall forthwith be filed with the Rentalsman.

R.S.S. 1978, c.R-22, s.61.

**62 Repealed.** 1992, c.37, s.27.

**63 Repealed.** 1992, c.37, s.27.

#### Appropriation

**64** Sums required for the purposes of this Act may be paid out of moneys appropriated by the Legislature for the purpose.

R.S.S. 1978, c.R-22, s.64.

#### Rentalsman may order removal and disposition of abandoned, etc., goods

**65(1)** Where the tenancy of a person has been determined, or where a tenant has vacated or abandoned the residential premises formerly occupied by him, and has left property in the premises the Rentalsman, upon being satisfied that after reasonable attempts made by the person who is the owner of the premises to determine the whereabouts of the former tenant that he cannot be located or, if the former tenant has been located he does not make reasonable arrangements for the disposition of the property, may authorize the person who is the owner of the premises to remove the property from the premises and sell it or otherwise dispose of it.

(2) Where a person removes, sells or otherwise disposes of property under subsection (1) in accordance with an order of the Rentalsman under that subsection, the person shall, after deducting such amount from the proceeds of the sale in respect of costs incurred by him as he would be authorized to retain if the property were goods sold pursuant to a distress for rent, and after deducting any arrears of rent and damages that the Rentalsman has ordered to be paid to him pay the remaining proceeds to the Rentalsman to the credit of the former tenant and if the former tenant does not claim the proceeds within six months after the money was paid to the Rentalsman forward the money to the Minister of Finance for deposit in the general revenue fund.

(3) Where a person removes, sells or otherwise disposes of property under subsection (1) in accordance with an order of the Rentalsman made in respect of the property under that subsection, neither the person nor the Rentalsman nor any person acting on behalf of the Rentalsman shall be liable in any action taken by the owner in respect of the removal or disposition of the property.

R.S.S. 1978, c.R-22, s.65; 1979, c.69, s.20; 2004, c.10, s.17.

**Books and records, warrant to search and seize**

**66(1)** Every landlord shall keep adequate books and records for the purposes of this Act, and if the books and records kept are, in the opinion of the Rentalsman, inadequate for the purposes, the Rentalsman may prescribe the books and records to be kept by that landlord and the landlord shall keep the books and records so prescribed.

(2) For the purpose of any investigation authorized by this Act, the Rentalsman or any person authorized by him for the purpose may apply to a judge of the Provincial Court of Saskatchewan for warrant to enter any land for the purposes of examining any residential premises, books, records or writing or other documents relevant to the investigation and to seize and take away any books, records, writings or other documents relevant to the investigation and to retain them as long as the investigation shall require but in no case more than thirty days.

(3) A judge, to whom an application has been made under subsection (2) and who is satisfied by information upon oath in the form prescribed in the regulations that there are reasonable grounds to believe that on the land in respect of which the warrant is being sought there is anything that will afford evidence with respect to the investigation mentioned in subsection (2), may issue a warrant authorizing a person named in the warrant to enter the land and examine any residential premises, books, records, writings or other documents relating to such investigation and to seize and to take away such books, records, writings or other documents and to retain them as long as such investigation shall require but in no case more than thirty days.

(4) A warrant issued under subsection (3) shall be executed by day unless the judge, by the warrant, authorizes execution of it by night.

(5) Neither the Rentalsman nor the person authorized under subsections (2) and (3) shall, unless the communication, inspection or access is required for the proper administration of this Act or unless the person to whom the information relates consent thereto:

- (a) knowingly communicate, or allow to be communicated, to any person any information obtained by or on behalf of the Rentalsman under this section; or
- (b) knowingly allow any person to inspect, or to have access to, any information obtained by or on behalf of the Rentalsman under this section.

R.S.S. 1978, c.R-22, s.66; 1992, c.37, s.28.

**67 Repealed.** 1992, c.37, s.29.

**Rentalsman to deposit money**

**68** When the Rentalsman receives any sum of money payable to him under this Act, the regulations, or an order made under this Act, he shall forthwith upon receiving that money deposit it in an account designated "Rentalsman's Trust Account" in a branch of a chartered bank, credit union, or other financial institution designated by the Minister of Finance.

R.S.S. 1978, c.R-22, s.68.

**Audit**

**69** The accounts and financial transactions of the Office of the Rentalsman including the Rentalsman's Trust Account shall be audited annually by such auditor as may be designated by Treasury Board.

R.S.S. 1978, c.R-22, s.69; 1992, c.37, s.30.

**Fiscal year**

**70** The fiscal year of the Office of the Rentalsman is the period commencing on the first day of April in one calendar year and ending on the thirty-first day of March in the next calendar year, both dates inclusive.

R.S.S. 1978, c.R-22, s.70; 1992, c.37, s.31.

**Annual reports**

**71(1)** The Rentalsman shall, in accordance with *The Tabling of Documents Act*, submit to the minister:

- (a) an annual report respecting the conduct of the business and the affairs of the Office of the Rentalsman; and
- (b) a financial statement for the Office of the Rentalsman in such form as may be prescribed by Treasury Board.

(2) **Repealed.** 1992, c.37, s.32.

(3) The minister shall, in accordance with *The Tabling of Documents Act*, lay before the Legislative Assembly the reports and statements received by the minister under subsection (1).

R.S.S. 1978, c.R-22, s.71; 1979, c.69, s.20; 1992, c.37, s.32.

**Suspension of operation of Act**

**72** The Lieutenant Governor in Council may, by order published in the *Gazette* and effective on and from the date of that publication or such later date as may be specified in the order:

- (a) suspend the operation of all or any part of this Act indefinitely or to a specified date;
- (b) having indefinitely suspended the operation of all or any part of this Act pursuant to clause (a), end that suspension.

R.S.S. 1978, c.R-22, s.72.

**Crown bound**

**73** The Crown is bound by this Act, other than sections 42, 44 and 55.

1992, c.37, s.33.

**Transitional**

**73.1(1)** Subject to subsection (2), on the day that this section comes into force:

- (a) the Rent Appeal Commission is disestablished; and
- (b) the members of the Rent Appeal Commission cease to be members.

(2) Notwithstanding the disestablishment of the Rent Appeal Commission pursuant to subsection (1):

- (a) any orders of the Commission that are:
  - (i) made prior to the date this section comes into force; or
  - (ii) subsequently made pursuant to clause (b);

may continue to be enforced pursuant to section 52 of this Act, as that section existed before the coming into force of this section and may be appealed in accordance with sections 53 and 54 of this Act as those sections existed before the coming into force of this section;

(b) any appeals delivered to the Commission or cases referred back to the Commission by the Court of Appeal before the coming into force of this section may be continued before the Commission;

(c) subject to clause (d), the Commission continues in force and the members of the Commission continue to be members for the purpose of hearing and deciding the matters described in clause (b);

(d) the Lieutenant Governor in Council may remove persons who continue to be members of the Commission pursuant to clause (c) and may appoint other persons as members of the Commission; and

(e) the provisions of this Act, as they existed on the day before the coming into force of this section, continue in force for the purpose of deciding matters described in clause (b).

1992, c.37, s.34.

**73.2 Repealed.** 1992, c.37, s.34.

**74 to 84 Repealed.** 1992, c.37, s.35.

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Form A  
[Section 22]**Notice to Tenant**

To \_\_\_\_\_ of \_\_\_\_\_  
*(Name of tenant)*  
 in the Province of Saskatchewan.

I hereby give you notice to deliver up possession of the premises described as:

\_\_\_\_\_  
 that you hold of me as tenant, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, or  
 on the last day of the period of your tenancy next following the giving of this notice.

Dated at \_\_\_\_\_ in the Province of Saskatchewan this \_\_\_\_\_  
 day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
*(Landlord)*

R.S.S. 1978, c.R-22, Form A; 1979, c.69, s.20.

Form B  
[Section 22]**Notice to Landlord**

To \_\_\_\_\_ of \_\_\_\_\_  
*(Name of landlord)*  
 in the Province of Saskatchewan.

I hereby give you notice that I am giving up possession of the premises described as:

\_\_\_\_\_  
 that I hold of you as tenant, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, or  
 on the last day of the period of my tenancy next following the giving of this notice.

Dated at \_\_\_\_\_ in the Province of Saskatchewan this \_\_\_\_\_  
 day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
*(Tenant)*

R.S.S. 1978, c.R-22, Form B; 1979, c.69, s.20.

Form C  
[Section 47]

**Writ of Possession**

To the sheriff acting at the judicial centre of \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_  
(name) (Rentalsman

\_\_\_\_\_ direct you to forthwith put  
or Deputy Rentalsman)

\_\_\_\_\_ into possession of  
(name of landlord)

\_\_\_\_\_ with appurtenances,  
(description of land)

and to defend and keep him, his successors and assigns in peaceable and quiet possession when and as often as any interruption may or shall, from time to time, be given or offered to him or them or any of them by \_\_\_\_\_  
(name of tenant)

or any person claiming through or under him.

I further direct you to report to the Office of the Rentalsman immediately after you have executed this writ.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
(Rentalsman or Deputy Rentalsman.)

R.S.S. 1978, c.R-22, Form C; 1979, c.69, s.20.