

2006

CHAPTER R-22.0001

An Act respecting Residential Tenancies and making consequential amendments to other Acts

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(Assented to May 19, 2006)

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Saskatchewan, enacts as follows:

PART I
Short title , Interpretation, Application and General Principles

DIVISION 1
Short title, Interpretation and Application

Short title

1 This Act may be cited as *The Residential Tenancies Act, 2006*.

Interpretation

2 In this Act:

- (a) **“approved form”** means a form approved by the director pursuant to section 16;
- (b) **“common area”** means any part of residential property the use of which is shared by tenants, or by a landlord and one or more tenants;
- (c) **“director”** means the Director of Residential Tenancies appointed pursuant to section 14 and includes a deputy director;
- (d) **“fixed term tenancy”** means a tenancy under a tenancy agreement that specifies the date on which the tenancy ends;
- (e) **“hearing officer”** means a person appointed pursuant to section 73 and includes the director;
- (f) **“landlord”** means a person who grants to another person the exclusive right of tenancy to a rental unit and includes any of the following:
 - (i) the owner of the rental unit, the owner’s agent or another person who, on behalf of the owner, grants to another person the exclusive right of tenancy to a rental unit;
 - (ii) the heirs, assigns, personal representatives and successors in title to a person mentioned in subclause (i);
 - (iii) a person, other than a tenant occupying the rental unit, who:
 - (A) is entitled to possession of the rental unit; and
 - (B) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
 - (iv) when the context requires, a former landlord;

(g) “**mobile home**” means a structure, whether ordinarily equipped with wheels or not, that:

- (i) is designed, constructed or manufactured to be moved from one place to another by being towed or carried; and
- (ii) is used or designed to be used as a permanent or temporary residence;

and includes the site on which the structure is located when the structure and site are rented for residential purposes under a single agreement;

(h) “**periodic tenancy**” means a tenancy on a weekly, monthly or other periodic basis under a tenancy agreement that continues until it is ended in accordance with this Act;

(i) “**prescribed**” means prescribed in the regulations;

(j) “**public housing authority**” means a public housing authority incorporated pursuant to section 18 of *The Saskatchewan Housing Corporation Act* and includes any other prescribed person;

(k) “**rent**” means money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a tenant to a landlord in return for the right to possess a rental unit, for the use of common areas and for services or facilities, but does not include any of the following:

- (i) a security deposit;
- (ii) a prescribed fee;

(l) “**rental unit**” means living accommodation rented or intended to be rented to a tenant;

(m) “**residential property**” means:

- (i) a building, or related group of buildings, in which one or more rental units or common areas are located;
- (ii) the parcel or parcels of land on which the building, related group of buildings or common areas mentioned in subclause (i) are located;
- (iii) the rental unit and common areas;
- (iv) any other structure located on the parcel or parcels of land mentioned in subclause (ii); and
- (v) land intended to be used, and used, as a site for a mobile home used for residential purposes;

(n) “**security deposit**” means money paid, or value or a right given, by or on behalf of a tenant to a landlord that is to be held as security for any liability or obligation of the tenant respecting the residential property, but does not include any of the following:

- (i) post-dated cheques or negotiable instruments given for the purpose of paying rent;
- (ii) a prescribed fee;

- (o) **“service or facility”** includes any of the following that are provided or agreed to be provided by the landlord to the tenant of a rental unit:
- (i) appliances and furnishings;
 - (ii) utilities and related services;
 - (iii) cleaning and maintenance services;
 - (iv) parking spaces and related facilities;
 - (v) television, radio and electronic data facilities;
 - (vi) laundry facilities;
 - (vii) storage facilities;
 - (viii) elevators;
 - (ix) common recreational facilities;
 - (x) intercom systems;
 - (xi) garbage facilities and related services;
 - (xii) heating facilities or services;
 - (xiii) housekeeping services;
 - (xiv) a prescribed service or facility;
- (p) **“standard conditions”** means the prescribed standard conditions of a tenancy agreement;
- (q) **“tenancy”** means a tenant’s right to possession of a rental unit under a tenancy agreement;
- (r) **“tenancy agreement”** means an agreement, whether written or oral, express or implied:
- (i) that is between a landlord and a tenant respecting possession of a rental unit and use of any common areas and services and facilities that are the subject of the agreement; and
 - (ii) pursuant to which the tenant, or another person on the tenant’s behalf, agrees to pay rent to possess the rental unit and to use any common areas and services and facilities that are the subject of the agreement;
- (s) **“tenant”** includes:
- (i) the estate of a deceased tenant; and
 - (ii) when the context requires, a former or prospective tenant.

What this Act applies to

3(1) Notwithstanding any other Act but subject to section 5, this Act applies to tenancy agreements, rental units and other residential property.

(2) Except as otherwise provided in this Act, this Act applies to a tenancy agreement entered into before, on or after the date on which this Act comes into force.

Act applies to tenancy agreement with a minor

4 Notwithstanding *The Age of Majority Act*, a person who has not reached 18 years of age may enter into a tenancy agreement as a tenant, and the tenancy agreement and this Act and the regulations are not unenforceable by and against that person by reason only of the fact that the person has not reached 18 years of age.

What this Act does not apply to

5 This Act does not apply to:

- (a) living accommodation included with premises that:
 - (i) are occupied for business purposes; and
 - (ii) are rented under a single agreement;
- (b) living accommodation in a hotel, a motel, a motor hotel, a resort, a lodge or tourist camp, a cottage, a cabin, a trailer, a tourist home, a bed and breakfast establishment or a farm vacation home, if a person resides there for less than six consecutive months;
- (c) living accommodation provided for crisis or emergency shelters;
- (d) living accommodation:
 - (i) in a hospital, health centre, addiction treatment centre, special-care home, residential treatment centre or other facility that is designated pursuant to *The Regional Health Services Act*;
 - (ii) in a personal care home that is licensed pursuant to *The Personal Care Homes Act*; or
 - (iii) in a facility or an approved home as defined in *The Mental Health Services Act*;
- (e) living accommodation that is located on property that is being farmed if the living accommodation is being rented by the person engaged in farming that property; or
- (f) prescribed tenancy agreements, rental units or residential property.

Any agreement that this Act is not to apply is void

6 Every agreement or understanding, verbal or written, express or implied, that this Act or any provision of this Act does not apply, or that any benefit or remedy provided by this Act is not available, is void.

DIVISION 2
General Principles

Enforcing rights and obligations of landlords and tenants

7(1) The rights, obligations and prohibitions established by or pursuant to this Act are enforceable between a landlord and tenant under a tenancy agreement.

(2) A provision of a tenancy agreement is not enforceable if:

- (a) the provision is inconsistent with this Act or the regulations;
- (b) the provision is unconscionable; or
- (c) the provision is not expressed in a manner that clearly communicates the rights and obligations under it.

Liability for not complying with this Act or a tenancy agreement

8(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for any damage or loss, including loss of rent paid or payable, that results.

(2) A landlord or tenant who claims compensation for any damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Tenancy agreement not an interest in land

9(1) For the purposes of this Act, the relationship of landlord and tenant under a tenancy agreement is one of contract only and does not create any interest in land in favour of the tenant.

(2) A tenancy agreement is deemed not to be a lease within the meaning of *The Land Titles Act, 2000* or *The Landlord and Tenant Act*.

Common law applies

10 Except as modified or varied by this Act or the regulations, the common law applies to tenancy agreements.

Frustrated contracts

11 The doctrine of frustration of contract and *The Frustrated Contracts Act* apply to tenancy agreements.

Limits on landlord seizing tenant's personal property

12(1) A landlord must not:

- (a) seize any personal property of the tenant; or
- (b) prevent or interfere with the tenant's access to the tenant's personal property.

(2) Clause (1)(a) does not apply if:

- (a) the landlord has a court order authorizing the action; or
- (b) the landlord has an order respecting the tenant issued pursuant to section 85.

Effective date of commencement

13 A tenancy agreement may take effect from the date fixed for the commencement of the term of the tenancy agreement without actual entry of the premises that are the subject of the tenancy agreement.

PART II
Administration of this Act

Appointment of director and continuation of office

14(1) The Lieutenant Governor in Council may appoint a Director of Residential Tenancies and one or more deputy directors.

(2) The Office of the Rentalsman continued pursuant to *The Residential Tenancies Act*, as that Act existed on the day before the coming into force of section 1 of this Act, is continued as the Office of Residential Tenancies.

(3) The Office of Residential Tenancies is to consist of:

- (a) the director and any deputy directors; and
- (b) any other officers and employees who are necessary to carry out the responsibilities of the office and who are appointed in accordance with *The Public Service Act, 1998*.

Director's responsibilities

15(1) The director is responsible for the administration and management of all matters governed by this Act and all persons appointed pursuant to this Act.

(2) Subject to any restrictions or conditions imposed by the minister or the director, a deputy director or any employee may exercise any of the director's powers or fulfil any of the director's duties pursuant to this Act or the regulations.

(3) The director may establish rules of procedure for the conduct of hearings pursuant to section 70.

(4) The director may do all or any of the following:

- (a) provide information to landlords and tenants about their rights and obligations pursuant to this Act;
- (b) help landlords and tenants resolve any dispute that can be or has been the subject of an application pursuant to section 70;
- (c) publish, or otherwise make available to the public, decisions or summaries of decisions made pursuant to section 70.

Director may approve forms

16(1) The director may approve forms for the purposes of this Act.

(2) Deviations from an approved form that do not affect its substance and are not intended to mislead do not invalidate the form used.

Director, hearing officers and staff must not be compelled in civil proceedings

17 The director, a deputy director, a hearing officer and any other person employed in the administration of this Act are not compellable:

- (a) to give evidence in any court or in a proceeding of a judicial nature respecting matters that come to their knowledge in the course of their employment; or
- (b) to produce records that are in the possession of the director or the Office of Residential Tenancies because of the director's powers or duties pursuant to this Act.

PART III
Residential Tenancies

DIVISION 1
Creating a Tenancy Agreement

Tenancy agreements include the standard conditions

18 The standard conditions are conditions of every tenancy agreement.

Requirements for written tenancy agreements

19(1) A written tenancy agreement must comply with any prescribed requirements and must contain all of the following:

- (a) the standard conditions;
- (b) the correct legal names of the landlord and tenant;
- (c) the address of the rental unit;
- (d) the date the tenancy agreement is entered into;
- (e) the address for service and telephone number of the landlord or the landlord's agent;
- (f) a telephone number the tenant may contact in the case of emergencies, including emergency repairs, if that number is different from the number required by clause (e);
- (g) the agreed provisions respecting the following:
 - (i) the date on which the tenancy commences;
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis;
 - (iii) if the tenancy is a fixed term tenancy, the date the tenancy ends;
 - (iv) the amount of rent payable for a specified period, and, if the rent varies with the number of occupants, the amount by which it varies;
 - (v) the day in the month, or in the other period on which the tenancy is based, on which the rent is due;

- (vi) a provision that identifies whether the landlord or the tenant is to pay for utilities;
 - (vii) a provision setting out those services and facilities that are included in the rent;
 - (viii) the amount of any security deposit and the date the security deposit was or must be paid.
- (2) Within 20 days after a landlord and tenant enter into a written tenancy agreement, the landlord must give the tenant a copy of the signed agreement.
- (3) If a tenancy agreement is not in writing, the landlord must nevertheless provide the information required by clauses (1)(e) and (f) to the tenant, in writing, within 20 days after the date that they enter into the tenancy agreement.
- (4) If the premises in or on which the residential property is situated contains more than one rental unit and the landlord retains possession of part of the premises for the common use of all tenants, the landlord shall post and maintain in a conspicuous place in the premises or at or near the main entrance to the premises a prominent notice containing:
- (a) the legal name of the landlord; and
 - (b) the address for service and telephone number of the landlord or the landlord's agent.
- (5) A tenant's obligation to pay rent is suspended if the landlord:
- (a) subject to subsection (6), in the case of a written tenancy agreement, does not provide a copy of the written tenancy agreement required by subsection (2); or
 - (b) in the case of a tenancy agreement that is not in writing, does not provide the information required by subsection (3).
- (6) A landlord may apply for an order pursuant to section 70 that the tenant's obligation to pay rent is not suspended pursuant to clause (5)(a) and that the tenant must continue to pay rent if:
- (a) a tenant alleges that the landlord has not provided a written agreement that fully complies with subsection (1); and
 - (b) a hearing officer is satisfied that:
 - (i) the landlord has provided the tenant with a written agreement that substantially complies with subsection (1); and
 - (ii) the tenant is not prejudiced by any error or omission in the written agreement mentioned in subclause (i).
- (7) A tenancy agreement is not invalid if a landlord fails to provide the information required of the landlord pursuant to subsection (1) or (3) unless a hearing officer, on an application by the tenant for an order pursuant to section 70, is satisfied that the failure is significant and the tenant is prejudiced by the failure.

Fixed term tenancies must be in writing

20 To create a fixed term tenancy of three months or longer, the landlord and tenant must enter into a written tenancy agreement.

Absence of certain information deems a tenancy as a periodic tenancy

21 If a written tenancy agreement does not contain the information mentioned in subclause 19(1)(g)(iii), the tenancy is deemed to be a periodic tenancy on a monthly basis.

Changes to tenancy agreement

22(1) A tenancy agreement must not be amended to change or remove a standard condition.

(2) A tenancy agreement may be amended to add, remove or change a term or provision, other than a standard condition, only if both the landlord and tenant agree to the amendment.

(3) The requirement for agreement pursuant to subsection (2) does not apply to any of the following:

- (a) a rent increase if notice is served on the tenant in accordance with section 54;
- (b) a provision respecting which a landlord or tenant has obtained an order pursuant to section 70 that the agreement of the other is not required.

Application and processing fees prohibited

23 A landlord must not charge a person for:

- (a) accepting an application for a tenancy;
- (b) processing an application for a tenancy;
- (c) investigating an applicant's suitability as a tenant; or
- (d) accepting a person as a tenant.

DIVISION 2 Security Deposits

Landlord may require security deposit

24(1) Subject to subsection (2), a landlord may require, in accordance with this Act and the regulations, a tenant to pay a security deposit as a condition of a tenancy agreement.

(2) If the minister responsible for the administration of *The Saskatchewan Assistance Act* guarantees:

- (a) all of the payment of a security deposit, that guarantee is deemed to be a sufficient compliance by the tenant of payment of all of the security deposit for the purposes of this section; or
- (b) a portion of the payment of a security deposit, that guarantee is deemed to be a sufficient compliance by the tenant of payment of that portion of the security deposit for the purposes of this section.

Limits on amount of security deposits

25(1) A landlord must not require or accept a security deposit that is greater than the equivalent of one month's rent payable under the tenancy agreement.

(2) If a landlord accepts a security deposit that is greater than the amount permitted pursuant to subsection (1), the tenant may deduct the overpayment from rent or otherwise recover the overpayment.

(3) For the purposes of calculating the equivalent of one month's rent for tenancy agreements where the rent is subsidized by a public housing authority, the rent is to be calculated without regard to the amount of the subsidy.

Landlord prohibitions respecting deposits

26(1) No landlord shall do any of the following:

(a) require a security deposit at any time other than when the landlord and tenant enter into the tenancy agreement;

(b) require or accept more than one security deposit respecting a tenancy agreement;

(c) require, or include as a provision of a tenancy agreement, that the landlord automatically keeps all or part of the security deposit at the end of the tenancy.

(2) Notwithstanding clause (1)(a), a landlord may require a tenant to pay a security deposit after the time when the tenancy agreement is entered into if:

(a) at the time the tenancy agreement was entered into, the minister responsible for the administration of *The Saskatchewan Assistance Act* guaranteed the payment of all or a portion of the security deposit; and

(b) subsequently, the minister responsible for the administration of *The Saskatchewan Assistance Act* withdraws the guarantee mentioned in clause (a).

(3) No landlord shall give notice to vacate a rental unit or refuse to renew a tenancy agreement for the sole purpose of increasing the security deposit for that rental unit.

(4) If a landlord requires a tenant to pay a security deposit, the landlord may only require the tenant to pay:

(a) not more than 50% of the amount of the security deposit:

(i) at the date the tenancy agreement is entered into; or

(ii) if the landlord is authorized pursuant to subsection (2) to require a security deposit during the tenancy, within one month after the date of service on the tenant of a written demand requiring payment of the security deposit; and

(b) the remainder of the security deposit within:

(i) if subclause (a)(i) applies, two months after the tenant enters into possession of the rental unit; or

(ii) if subclause (a)(ii) applies, three months after the date of service of the written demand.

Tenant prohibition respecting deposits

27 Unless the landlord gives written consent, a tenant must not apply a security deposit as rent.

Security deposits to be held in trust

28 Subject to this Act, every security deposit paid to the landlord with respect to a rental unit is held by the landlord in trust for the tenant who paid the deposit.

Investment of security deposits

29 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 bank, trust company or credit union.

Interest on security deposits

30(1) The landlord shall pay to the tenant interest on the security deposit at the prescribed rate, calculated from the date on which the landlord receives the full amount of the security deposit.

(2) Subject to section 32, when a tenancy ends, the landlord shall pay to the tenant the interest calculated pursuant to subsection (1).

Security deposits not attachable, etc.

31 No security deposit held by a landlord for a tenant:

- (a) is attachable under any garnishee proceeding or receiving order; or
- (b) is exigible under a writ of execution.

Return of security deposit

32(1) Subject to subsection (2), within seven days, excluding Saturdays, Sundays and holidays, when a tenancy ends, the landlord shall:

- (a) pay to the tenant the security deposit and any accrued interest; or
- (b) if the landlord intends to retain all or a portion of the security deposit and any accrued interest:
 - (i) pay to the tenant the portion of the security deposit that the landlord does not intend to retain and any accrued interest on that portion;
 - (ii) apply for an order pursuant to section 70 respecting the disposition of the security deposit and the accrued interest; and
 - (iii) pay to the director the prescribed fee.

(2) Subsection (1) does not apply if the tenant agrees in writing when a tenancy ends that the landlord is entitled to retain all or a portion of the security deposit and accrued interest.

(3) In subclause (1)(b)(ii), “**order**” includes an order determining the entitlement of the landlord to receive a payment by the minister responsible for the administration of *The Saskatchewan Assistance Act* pursuant to section 13.1 of that Act in circumstances where that minister’s discretion to make a payment pursuant to that section is to be exercised.

Interim order - landlord claiming security deposit only

33(1) A landlord may apply to the director for an interim order pursuant to this section if:

- (a) the tenancy has ended;
 - (b) the landlord claims only the security deposit and any accrued interest on the security deposit against the former tenant; and
 - (c) the landlord pays the prescribed fee to the director.
- (2) On receipt of an application pursuant to subsection (1), the director shall send, by ordinary mail, a notice of the claim to the tenant at the last known address of the tenant that is provided to the director by the landlord or, at the request of the director, by the minister responsible for the administration of *The Saskatchewan Assistance Act*.
- (3) A tenant may dispute the landlord's claim pursuant to this section to the security deposit and accrued interest earned on the security deposit by filing a notice acceptable to the director with the director, and, if the tenant disputes the claim:
- (a) the claim is deemed to be a matter that is the subject of an application pursuant to section 70; and
 - (b) section 70 applies for the purposes of determining the issue between the landlord and the tenant.
- (4) The tenant must file a notice mentioned in subsection (3) within seven days, excluding Saturdays, Sundays and holidays, of receiving the notice of claim sent pursuant to subsection (2).
- (5) Notwithstanding section 70, the director may make an interim order respecting the disposition of the security deposit and accrued interest earned on the security deposit if the tenant does not dispute the landlord's claim within the seven-day period set out in subsection (4).
- (6) An interim order becomes a final order 120 days after the day on which it is made unless, within that 120 days, the tenant applies for an order pursuant to section 70 to determine the disposition of the security deposit.

Non-compliance by landlord

34 If it is established that the landlord did not comply with the requirements of section 32 or 33, a hearing officer shall order that:

- (a) the security deposit held by the landlord and any accrued interest earned on the security deposit be paid to the tenant; or
- (b) in the case where the minister responsible for the administration of *The Saskatchewan Assistance Act* has guaranteed payment of a security deposit, the landlord is not entitled to a payment pursuant to that Act.

Hearing officer not required to make an order pursuant to section 34 in certain cases

35 A hearing officer is not required to make an order pursuant to section 34 if the hearing officer considering the matter is satisfied that:

- (a) exceptional circumstances prevented the landlord from complying with section 32 or 33; and
- (b) it would be grossly inequitable to order that the security deposit and accrued interest earned on the security deposit be paid to the tenant.

Disclosure of address

36(1) The director may request from the minister responsible for the administration of *The Saskatchewan Assistance Act* the address of a tenant with respect to whom that minister may make a payment as mentioned in subsection 32(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) If a request is made pursuant to subsection (1), the minister mentioned in that subsection may provide the requested information to the director for a purpose mentioned in subsection (1).

Return of security deposit - application by tenant

37(1) A tenant may apply for an order pursuant to section 70 to determine the disposition of the security deposit and any accrued interest earned on the security deposit if, within seven days, excluding Saturdays, Sundays and holidays, after the end of the tenancy, the tenant:

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

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

(3) If the director receives an application pursuant to subsection (1) and determines from the director's records that the landlord has not complied with clause 32(1)(b) with respect to that tenant's security deposit and the accrued interest earned on the security deposit, the director shall immediately make an order directing that:

- (a) the landlord pay to the tenant the security deposit of the tenant and any accrued interest; or
- (b) if the security deposit and accrued interest have been paid to the director, the security deposit and accrued interest be paid to the tenant.

(4) Notwithstanding section 70, the director may make an order pursuant to subsection (3) without giving notice to the landlord or giving the landlord an opportunity to be heard.

(5) For the purposes of satisfying an order made pursuant to subsection (3), the director may direct one or more other tenants of the landlord to pay to the director an amount of rent, otherwise payable to the landlord, that equals the amount the landlord is required to pay pursuant to the order.

(6) The director shall provide a copy of an 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 (5).

(7) A landlord who is provided with a copy of an order granted pursuant to this section against the landlord may apply for a rehearing pursuant to section 70.

New landlord substituted for former landlord

38(1) In this section and section 39:

(a) **“former landlord”** means the person who was the landlord under a tenancy agreement immediately before the new landlord becomes the landlord;

(b) **“new landlord”** means:

- (i) a person to whom a former landlord assigns a tenancy agreement;
- (ii) a trustee in bankruptcy, liquidator, receiver or property guardian appointed by any court or by law with respect to the property of a former landlord;
- (iii) the purchaser at a judicial sale of the residential property of a former landlord;
- (iv) a mortgagee of the residential property of a former landlord who:
 - (A) acquires title to the residential property by foreclosure or pursuant to a judicial sale of the residential property; or
 - (B) enters into possession of the residential property;

and includes the assigns of that mortgagee;

(v) any person who becomes the owner of property on which residential property is situated, or that consists of residential property, with respect to which at the time the person becomes the owner there are subsisting tenancy agreements;

(c) **“subsisting tenancy agreement”** means a tenancy agreement between the former landlord and a tenant that subsists at the time the new landlord becomes the landlord.

(2) Subject to section 39, a new landlord has the same rights, and is subject to the same liabilities and obligations, as the former landlord pursuant to this Act with respect to all subsisting tenancy agreements and all security deposits held in trust by the former landlord.

- (3) Every new landlord is deemed to have notice of all subsisting tenancy agreements with respect to which the new landlord becomes the landlord.
- (4) Subject to sections 32 and 39, all security deposits held in trust by the former landlord pursuant to section 28 and all accrued interest earned on those security deposits pursuant to section 29, as between the former landlord and the new landlord, vest in the new landlord on the date that the new landlord becomes the landlord pursuant to this Act.
- (5) Every new landlord is substituted as the landlord in all subsisting tenancy agreements with respect to which the new landlord becomes the landlord to the same extent as if each of the tenancy agreements had been entered into with the tenant by the new landlord.
- (6) On the day that the new landlord becomes the landlord, the former landlord shall immediately:
- (a) deliver to the new landlord the copies of all written tenancy agreements entered into by the former landlord with respect to which the new landlord is substituted as the landlord; and
 - (b) subject to section 39, transfer to the new landlord:
 - (i) all security deposits held in trust by the former landlord pursuant to section 28 and all accrued interest earned on those security deposits pursuant to section 29; and
 - (ii) all records of the former landlord with respect to those security deposits and the accrued interest earned on those security deposits.

When former landlord to remain subject to liabilities and obligations

39(1) In this section, “**existing liabilities and obligations**” means the liabilities and obligations of the former landlord under a tenancy agreement that subsist at the time the new landlord becomes the landlord.

(2) A hearing officer may order that the former landlord remains subject to all or any of the existing liabilities and obligations, and relieve the new landlord from those liabilities and obligations, if the hearing officer is satisfied that it would be unjust to make the new landlord subject to those existing liabilities and obligations.

DIVISION 3 Other Provisions

Future rent

40 No landlord shall demand, receive or collect from a tenant or from any person on behalf of a tenant an amount of money to be used by the landlord to pay rent that becomes due in the future.

Acceleration clause prohibited

41 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 a provision of the tenancy agreement is breached.

Rules about payment and non-payment of rent

42(1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right pursuant to this Act to deduct all or a portion of the rent.

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

(3) Unless the landlord and tenant agree otherwise, the tenant shall deliver rent payable to the landlord at the address, or send rent payable to the address of the landlord, set out pursuant to:

(a) in the case of a written tenancy agreement, clause 19(1)(e); or

(b) in the case of a tenancy agreement that is not in writing, subsection 19(3).

Terminating or restricting services or facilities

43(1) A landlord must not terminate or restrict a service or facility:

(a) without obtaining an order issued pursuant to section 70 authorizing the landlord to do so; or

(b) unless the tenant agrees to the termination or restriction.

(2) A landlord must not impose a charge for a service or facility that is available to a tenant at no cost or increase the charge for a service or facility:

(a) without obtaining an order issued pursuant to section 70 authorizing the landlord to do so; or

(b) unless the tenant agrees to the charge or increased charge, as the case may be.

(3) A hearing officer may make an order pursuant to section 70:

(a) authorizing the landlord to terminate a service or facility or to impose a charge or increase a charge for a service or facility; and

(b) in the case of a termination or restriction of a service or facility, reducing the tenant's rent or directing that any other compensation be given to the tenant as a result of the termination or restriction of the service or facility.

Protection of tenant's right to quiet enjoyment

44 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

(a) reasonable privacy;

(b) freedom from unreasonable disturbance;

(c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 45;

(d) use of common areas for reasonable and lawful purposes, free from significant interference.

Landlord's right to enter rental unit

45(1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than seven days before the entry;
 - (b) at least 24 hours and not more than seven days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry;
 - (c) the landlord provides housekeeping or related services under the provisions of a written tenancy agreement and the entry is for that purpose and in accordance with those provisions;
 - (d) the landlord has an order pursuant to section 70 authorizing the entry;
 - (e) the tenant reasonably appears to have abandoned the rental unit;
 - (f) an emergency exists and the entry is necessary to protect life or property.
- (2) For the purposes of subclause (1)(b)(ii), the landlord must state a maximum four-hour period within which the landlord will enter the rental unit and the four-hour period of entry must be between 8 a.m. and 8 p.m. unless the tenant otherwise agrees.

(3) If a tenant has given notice pursuant to section 56 of the tenant's intention 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 landlord gives the tenant notice of the landlord's intent to enter and at least two hours have elapsed after the tenant received that notice; or
- (b) the landlord gives the tenant notice in the prescribed manner.

(4) A landlord may enter a rental unit pursuant to subsection (3) only 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.

(5) A landlord shall not enter the rental unit for the purposes of showing the rental unit or the property on which it is located to a prospective purchaser without first:

- (a) providing the tenant with 24 hours' notice; or
- (b) obtaining the consent of the tenant.

Tenant's right of access protected

46(1) A landlord must not restrict access to residential property by:

- (a) the tenant of a rental unit that is part of the residential property; or
- (b) a person permitted on the residential property by that tenant.

- (2) A landlord must not restrict access to residential property by:
- (a) a candidate seeking election to the House of Commons, the Legislative Assembly or an office in an election governed by *The Local Government Election Act*; or
 - (b) the authorized representative of a candidate mentioned in clause (a) who is canvassing electors or distributing election material.

Right of tenant to display election advertising

47(1) No landlord shall prohibit a tenant from displaying election advertising posters in or on the rental unit occupied by the tenant during a campaign to elect a member to the House of Commons or the Legislative Assembly or to an office where election to that office is governed by *The Local Government Election Act*.

- (2) A landlord may:
- (a) set reasonable conditions respecting the type and size of election advertising posters that may be displayed in or on rental units; and
 - (b) prohibit the display of election advertising posters on any part of the building in which the rental unit is 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.

Prohibitions on changes to locks and other access

48(1) A landlord must not change locks or other means that give access to residential property unless the landlord provides each tenant with new keys or other means that give access to the residential property.

- (2) A landlord must not change locks or other means of access to a rental unit unless:
- (a) the tenant agrees to the change; and
 - (b) the landlord provides the tenant with new keys or other means of access to the rental unit.
- (3) A tenant must not change locks or other means that give access to common areas of residential property unless the landlord consents to the change.
- (4) A tenant must not change a lock or other means that give access to his or her rental unit unless the landlord consents to, or the director has ordered, the change.

Landlord and tenant obligations to repair and maintain

49(1) During the term of the tenancy agreement, a landlord must:

- (a) maintain the residential property in a good state of repair and fit for habitation, use and enjoyment notwithstanding that the state of non-repair of the residential property exists to the knowledge of the tenant before the tenancy agreement was entered into or came into existence after that date; and
 - (b) subject to subsection (3), keep in a good state of repair for the use and enjoyment of the tenant all services and facilities that are supplied by the landlord under the tenancy agreement or that are added or substituted for those services and facilities.
- (2) Unless the landlord and tenant agree otherwise, if the landlord grants the tenant the exclusive use of the residential property that is the subject of the tenancy agreement, during the term of the tenancy agreement, the tenant is responsible for the ordinary cleanliness of the exterior of the rental unit and the residential property.
- (3) Subsection (1) does not apply with respect to residential property that is so destroyed that it is uninhabitable.
- (4) Subject to subsection (6), a landlord is not exempt from the requirement to make repairs to services and facilities pursuant to clause (1)(b) whether the repairs are the result of reasonable wear and tear or any other cause.
- (5) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit.
- (6) A tenant must repair damage to the residential property or services and facilities that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
- (7) A tenant is not required to make repairs for reasonable wear and tear.

Assignment and subletting

- 50(1)** Subject to the regulations, a tenant may assign a tenancy agreement, or sublet a rental unit under a fixed term tenancy, only with the written consent of the landlord.
- (2) The landlord must not unreasonably withhold the consent required pursuant to subsection (1).
- (3) Notwithstanding that a tenant has assigned a tenancy agreement or sublet a rental unit pursuant to this section, the tenant remains liable for any matters:
- (a) that are the tenant's responsibility pursuant to this Act or the tenancy agreement respecting the tenancy agreement or the rental unit; and
 - (b) that arose before the date the tenancy agreement was assigned or the rental unit was sublet.
- (4) Notwithstanding subsection (2), a landlord that is a public housing authority may withhold the consent required pursuant to subsection (1) on any grounds.

(5) Unless the regulations authorize otherwise, a landlord must not charge a tenant anything for considering, investigating or consenting to an assignment or sublease pursuant to this section.

Leaving the rental unit at the end of a tenancy

51 When a tenant vacates a rental unit, the tenant must:

- (a) leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear; and
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

PART IV
Rent Increases

Meaning of “rent increase”

52 In this Part, “**rent increase**” does not include an increase in rent that is:

- (a) for one or more additional occupants; and
- (b) authorized under the tenancy agreement by a provision mentioned in subclause 19(1)(g)(iv).

Rent increases

53 A landlord must not increase rent except in accordance with this Part.

Timing and notice of rent increases

54(1) A landlord must give a tenant written notice of a rent increase at least three months before the effective date of the increase.

(2) Notwithstanding subsection (1), a landlord must give the tenant of a mobile home site written notice of a rent increase before the prescribed period.

(3) If a landlord’s notice of a rent increase does not comply with this section, the notice takes effect on the earliest date that does comply.

(4) Notwithstanding subsection (3), if the landlord has increased rent contrary to this section, a hearing officer, on an application pursuant to section 70, may make any order and award a tenant any compensation that the hearing officer considers fair and equitable having regard to the circumstances.

(5) This section does not apply to rent increases made by a public housing authority on the basis of an increase in a tenant’s income.

PART V
Ending a Tenancy

DIVISION 1
Notice

How a tenancy ends

55(1) A tenancy ends only if one or more of the following applies:

- (a) the tenant or landlord gives written notice to end the tenancy in accordance with one of the following provisions of this Act:
 - (i) section 56;
 - (ii) section 57;
 - (iii) section 58;
 - (iv) section 59;
 - (v) section 60;
 - (vi) section 61;
- (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 is frustrated;
- (e) a hearing officer orders that the tenancy is ended.

(2) A fixed term tenancy ends on the date specified as the end of the fixed term tenancy unless the landlord and tenant have entered into a new tenancy agreement.

Tenant's notice

56(1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) is not:
 - (i) in the case of a weekly tenancy, earlier than one week after the date the landlord receives the notice; or
 - (ii) in the case of a tenancy other than a weekly tenancy, earlier than one month after the date the landlord receives the notice; and
 - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.
- (2) If a landlord breaches a material provision of a tenancy agreement, the tenant may end the tenancy by giving the landlord notice to end the tenancy effective on a date that is after the date the landlord receives the notice.
- (3) Before ending a tenancy pursuant to subsection (2), the tenant must give the landlord a reasonable period to remedy the breach if it is capable of being remedied.
- (4) A notice to end a tenancy given pursuant to this section must comply with section 63.

Landlord's notice: non-payment of rent

57(1) A landlord may end a tenancy immediately by service of a notice to end the tenancy on a tenant if rent is unpaid for a period of 15 days or more after the day it is due.

(2) A notice pursuant to this section must comply with section 63.

(3) A notice pursuant to this section has no effect if the amount of rent that is unpaid is an amount the tenant is permitted pursuant to this Act to deduct from rent.

(4) If a tenant fails to vacate residential property in accordance with a valid notice served pursuant to subsection (1), the landlord may apply for an order of possession pursuant to section 70.

(5) The landlord may treat unpaid utility charges as unpaid rent and may give notice pursuant to this section if:

(a) the tenancy agreement requires the tenant to pay utility charges to the landlord or the person providing the utility; and

(b) the utility charges are unpaid for a period of 15 days or more after the tenant is given a written demand by the landlord for payment of them.

Landlord's notice: cause

58(1) Subject to subsection (2), a landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(a) subject to subsection 26(4), the tenant does not pay the security deposit within 30 days after the date it is required to be paid under the tenancy agreement;

(b) the tenant is repeatedly late paying rent;

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

(d) the tenant or a person permitted on the residential property by the tenant has:

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

(ii) 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; or

(iii) 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 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;
- (f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the residential property;
- (g) the tenant does not repair damage to the residential property, as required pursuant to section 49, within a reasonable time;
- (h) the tenant:
 - (i) has breached a material provision of the tenancy agreement; and
 - (ii) has not remedied the breach within a reasonable time after the landlord gives written notice to do so;
- (i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 50;
- (j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;
- (k) the rental unit must be vacated to comply with an order of an authority appointed pursuant to an Act, an Act of the Parliament of Canada or a bylaw of a municipality;
- (l) in the case of a landlord that is a public housing authority or that provides a social housing program as defined in the regulations, the tenant has breached a provision of the tenancy agreement that the landlord reasonably requires the tenant to comply with;
- (m) the tenant has not complied with an order made pursuant to this Act within 30 days after the later of the following dates:
 - (i) the date the tenant is served with the order; and
 - (ii) the date specified in the order for the tenant to comply with the order;
- (n) a hearing officer determines that, for any other reason, the landlord has reasonable grounds to end the tenancy;
- (o) all of the following circumstances apply:
 - (i) the residential property in which the rental unit is located is a detached house and the landlord's principal place of residence is in that detached house;

- (ii) the landlord has given the tenant written notice that any smoking in the residential property will result in the tenancy ending;
 - (iii) the tenant or a person invited onto the residential property by the tenant smokes in the residential property after being given the written notice mentioned in subclause (ii).
- (2) Before ending a tenancy pursuant to clauses (1)(a) to (n), a landlord must give the tenant a reasonable period to remedy any of the circumstances mentioned in those clauses that are capable of being remedied.
- (3) A notice pursuant to this section must end the tenancy effective on a date that is:
- (a) not earlier than one month after the date the notice is received; and
 - (b) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.
- (4) A notice pursuant to this section must comply with section 63.
- (5) A tenant may dispute a notice pursuant to this section by giving written notice of that fact to the landlord within 15 days after the date the tenant receives the notice.
- (6) If a tenant who has received a notice pursuant to this section does not give written notice to the landlord in accordance with subsection (5), the tenant:
- (a) is deemed to have accepted that the tenancy ends on the effective date of the notice; and
 - (b) must vacate the rental unit by that date.

Landlord's notice: end of employment with the landlord

- 59(1)** A landlord may end the tenancy of a person employed as a caretaker, manager or superintendent of the residential property of which the rental unit is a part by giving notice to end the tenancy if:
- (a) the rental unit was rented or provided to the tenant for the term of his or her employment; and
 - (b) the tenant's employment as a caretaker, manager or superintendent is ended.
- (2) An employer may end the tenancy of an employee respecting a rental unit rented or provided by the employer to the employee to occupy during the term of employment by giving notice to end the tenancy if the employment is ended.
- (3) A notice pursuant to this section to end the tenancy is effective on a date that:
- (a) is not earlier than one month after the date the tenant receives the notice; and
 - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

- (4) A notice pursuant to this section must comply with section 63.
- (5) A tenant may dispute a notice pursuant to this section by applying for an order pursuant to section 70 within 15 days after the date the tenant receives the notice.
- (6) If a tenant who has received a notice pursuant to this section does not apply in accordance with subsection (5), the tenant:
 - (a) is deemed to have accepted that the tenancy ends on the effective date of the notice; and
 - (b) must vacate the rental unit by that date.

Landlord's notice: landlord's use of property

60(1) In this section:

- (a) **“close family member or friend”** means, in relation to an individual, any of the following:
 - (i) the individual's spouse;
 - (ii) a child of the individual or the individual's spouse;
 - (iii) a parent or legal guardian of the individual or the individual's spouse;
 - (iv) a brother or sister of the individual or the individual's spouse;
 - (v) a grandparent of the individual or the individual's spouse;
 - (vi) an uncle or aunt of the individual or the individual's spouse;
 - (vii) a nephew or niece of the individual or the individual's spouse;
 - (viii) any other person who a hearing officer is satisfied has a close relationship with the individual and should be recognized for the purposes of this section;
- (b) **“family corporation”** means a corporation in which all the voting shares are owned by:
 - (i) one individual; or
 - (ii) one individual together with one or more of that individual's close family members or friends;
- (c) **“landlord”** means:
 - (i) for the purposes of subsection (4), an individual who:
 - (A) at the time of giving the notice, has a reversionary interest in the rental unit exceeding three years; and
 - (B) holds not less than one-half of the full reversionary interest; and
 - (ii) for the purposes of subsection (5), a family corporation that:
 - (A) at the time of giving the notice, has a reversionary interest in the rental unit exceeding three years; and
 - (B) holds not less than one-half of the full reversionary interest;

- (d) **“purchaser”**, for the purposes of subsection (6), means a purchaser that has agreed to purchase at least one-half of the full reversionary interest in the rental unit;
- (e) **“spouse”** means, with respect to an individual:
- (i) the legally married spouse of the individual; or
 - (ii) another individual who has cohabited with the individual as spouses continuously for a period of not less than two years.
- (2) Subject to section 62, a landlord may end a periodic tenancy for a purpose mentioned in subsection (4), (5), (6) or (7) by giving notice to end the tenancy.
- (3) A notice pursuant to this section to end the tenancy is effective on a date that:
- (a) is not earlier than one month after the date the tenant receives the notice; and
 - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.
- (4) A landlord who is an individual may end a periodic tenancy respecting a rental unit if the landlord or a close family member or friend of the landlord intends in good faith to occupy the rental unit.
- (5) A landlord that is a family corporation may end a periodic tenancy respecting a rental unit if an individual owning voting shares in the corporation, or a close family member or friend of that individual, intends in good faith to occupy the rental unit.
- (6) A landlord may end a periodic tenancy respecting a rental unit if:
- (a) the landlord enters into an agreement in good faith to sell the rental unit;
 - (b) all the conditions on which the sale depends have been satisfied; and
 - (c) the purchaser asks the landlord, in writing, to give notice to end the tenancy on one of the following grounds:
 - (i) the purchaser is an individual and the purchaser, or a close family member or friend of the purchaser, intends in good faith to occupy the rental unit;
 - (ii) the purchaser is a family corporation and an individual owning voting shares in the corporation, or a close family member or friend of that individual, intends in good faith to occupy the rental unit.
- (7) A landlord may end a periodic tenancy respecting a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:
- (a) demolish the rental unit;
 - (b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;
 - (c) convert the residential property to condominiums pursuant to *The Condominium Property Act, 1993*;

- (d) convert the residential property into a continuing housing co-operative as defined in *The Co-operatives Act, 1996*;
 - (e) convert the rental unit for use by a caretaker, manager or superintendent of the residential property;
 - (f) convert the rental unit to a non-residential use.
- (8) A notice pursuant to this section must comply with section 63.
- (9) A tenant may dispute a notice pursuant to this section by applying for an order pursuant to section 70 within 15 days after the date the tenant receives the notice.
- (10) If a tenant who has received a notice pursuant to this section does not apply for an order pursuant to subsection (9), the tenant:
- (a) is deemed to have accepted that the tenancy ends on the effective date of the notice; and
 - (b) must vacate the rental unit by that date.

Tenant may end tenancy early following notice pursuant to section 60

61(1) If a landlord gives a tenant notice to end a periodic tenancy pursuant to section 60, the tenant may end the tenancy earlier by:

- (a) giving the landlord at least 10 days' written notice to end the tenancy on a date that is earlier than the effective date of the landlord's notice; and
 - (b) paying the landlord, on the date the tenant's notice is given, the proportion of the rent due to the effective date of the tenant's notice, unless subsection (2) applies.
- (2) If the tenant paid rent before giving a notice pursuant to subsection (1), on receiving the tenant's notice, the landlord must refund any rent paid for a period after the effective date of the tenant's notice.
- (3) A notice pursuant to this section does not affect the tenant's right to compensation pursuant to section 62.

Tenant's compensation: section 60 notice

62 A tenant may apply for an order pursuant to section 70 for compensation from the landlord, or the purchaser, as applicable pursuant to section 60, for compensation for the tenant's losses resulting from both of the following circumstances:

- (a) the landlord has given the tenant notice to end a tenancy pursuant to section 60; and
- (b) either:
 - (i) steps have not been taken to accomplish the purpose for ending the tenancy stated in the notice pursuant to section 60 within a reasonable period after the effective date of the notice; or
 - (ii) the rental unit is not used for the purpose stated in the notice for at least six months beginning within a reasonable period after the effective date of the notice.

Form and content of notice to end tenancy

63 To be effective, a notice to end a tenancy must be in writing and must:

- (a) be dated and identified as originating from the landlord or tenant giving the notice;
- (b) give the address of the rental unit;
- (c) state the effective date of the end of the tenancy;
- (d) state the grounds for ending the tenancy; and
- (e) when given by a landlord, be in the approved form.

Incorrect effective dates automatically changed

64(1) If a landlord or tenant gives notice to end a tenancy effective on a date that does not comply with this Division, the notice is deemed to be changed in accordance with subsection (2) or (3), as applicable.

(2) If the effective date stated in the notice is earlier than the earliest date permitted pursuant to the applicable section, the effective date is deemed to be the earliest date that complies with this Division.

(3) In the case of a notice to end a tenancy, other than a notice pursuant to subsection 56(2) or section 57 or 61, if the effective date stated in the notice is any day other than the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement, the effective date is deemed to be the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement:

- (a) that complies with the required notice period; or
- (b) if the landlord gives a longer notice period, that complies with that longer notice period.

DIVISION 2**Order of Possession of Rental Unit****When landlord may regain possession of rental unit**

65 No landlord shall 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).

Order of possession for the tenant

66(1) A tenant who has entered into a tenancy agreement with a landlord may apply for an order of possession of the rental unit pursuant to section 70.

(2) A hearing officer may grant an order of possession for the purposes of this section before, on or after the date on which the tenant is entitled to occupy the rental unit under the tenancy agreement, and the order is effective on the date specified by the hearing officer.

(3) The date specified pursuant to subsection (2) is not to be earlier than the date the tenant is entitled to occupy the rental unit.

When landlord may apply for order to end tenancy and to gain possession

67(1) If a tenant gives notice pursuant to subsection 58(5), 59(5) or 60(9), the landlord may apply for an order pursuant to section 70 ending the tenancy.

(2) The onus is on the landlord in an application made for the purposes of subsection (1) to demonstrate that the landlord is entitled to end the tenancy.

(3) A landlord may apply for an order of possession of a rental unit in any of the following circumstances:

- (a) a notice to end the tenancy has been given by the tenant;
- (b) a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice and the time for disputing the notice has expired;
- (c) the tenancy agreement is a fixed term tenancy agreement and the term of the tenancy agreement has expired;
- (d) the landlord and tenant have agreed in writing that the tenancy is ended;
- (e) any other circumstances exist in which a hearing officer considers it just and equitable to end the tenancy and give the landlord an order of possession of the rental unit.

(4) On an application made pursuant to clause (3)(a), (b), (d) or (e), a hearing officer may grant an order of possession before, on or after the date when a tenant is required to vacate a rental unit, and the order takes effect on the date specified in the order.

(5) Notwithstanding any other provision of this Act, if an order is made pursuant to *The Safer Communities and Neighbourhoods Act* that ends a tenancy or entitles a landlord to possession of a rental unit, the tenancy ends and the landlord is entitled to possession in accordance with the order.

Landlord's application for order ending tenancy early

68(1) Notwithstanding section 55, a landlord may apply for an order of possession pursuant to section 70 and for an order to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given pursuant to section 58.

(2) A hearing officer may make an order specifying the date on which the tenancy ends and the effective date of the order of possession if the hearing officer is satisfied that:

- (a) the tenant or a person permitted on the residential property by the tenant has done any of the following:
 - (i) significantly interfered with or unreasonably disturbed another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;

- (ii) 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;
 - (iii) put the landlord's property at significant risk;
 - (iv) engaged in a noxious, offensive or illegal activity that:
 - (A) has caused or is likely to cause damage to the landlord's property;
 - (B) 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
 - (C) 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;
 - (v) caused extraordinary damage to the residential property; and
- (b) it would be unreasonable to wait for a notice to end the tenancy pursuant to section 58 to take effect.
- (3) If an order is made for the purposes of this section, the landlord is not required to give the tenant any notice to end the tenancy.

What happens if a tenant does not leave when tenancy ended

69(1) In this section:

- (a) **“new tenant”** means a tenant who has entered into a tenancy agreement respecting a rental unit but who is prevented from occupying the rental unit by an overholding tenant;
 - (b) **“overholding tenant”** means a tenant who continues to occupy a rental unit after the tenant's tenancy is ended.
- (2) The landlord must not take actual possession of a rental unit that is occupied by an overholding tenant unless the landlord obtains an order for possession, and a writ of possession has been directed to a sheriff, pursuant to subsection 70(13).
- (3) A landlord may claim compensation from an overholding tenant for any losses or expenses, including a loss of rental income, that the landlord has incurred as a result of the overholding.
- (4) If a landlord is entitled to claim compensation from an overholding tenant pursuant to subsection (3) and a new tenant brings proceedings against the landlord to enforce his or her right to possess or occupy the rental unit that is occupied by the overholding tenant, the landlord may apply to add the overholding tenant as a party to the proceedings.

PART VI
Applications, Arbitrations, Proceedings and Orders

Application to director

70(1) An application for an order respecting any residential tenancy dispute between a landlord and a tenant must be made in the form and manner that the director may direct.

(2) Subject to subsection (14), if an application is made pursuant to subsection (1) and the prescribed application fee is paid to the director:

(a) the director shall:

(i) select a hearing officer from the panel of hearing officers appointed pursuant to section 73 to hear the matter or determine that the director will be the hearing officer to hear the matter; and

(ii) issue to the applicant a written notice of the date and place of hearing; and

(b) the applicant shall serve that notice on those persons concerned with the matter that the director may direct and in the manner the director may direct.

(3) The director shall issue a written notice of the date and place of a hearing and cause the notice to be served on all parties concerned with the matter if:

(a) the director 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 director determines that it is in the public interest to hold a hearing.

(4) For the purposes of subsection (3), the director shall select a hearing officer from the panel of hearing officers appointed pursuant to section 73 to hear the matter or determine that the director will be the hearing officer to hear the matter.

(5) On receiving an application pursuant to subsection (1) or determining pursuant to subsection (3) that a hearing should be held, the director may direct an investigation into the matter.

(6) After holding a hearing pursuant to this section, a hearing officer may make any order the hearing officer considers just and equitable in the circumstances, including all or any of the following:

(a) an order 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;

(b) an order requiring a tenant to pay to the director all or any part of any instalment of rent otherwise payable to the landlord;

(c) an order requiring the payment of damages;

(d) subject to section 68, an order granting possession of a rental unit.

- (7) If an order is made pursuant to clause (6)(b), the hearing officer may direct that the moneys paid to the director be used 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.
- (8) For the purposes of a hearing pursuant to this section:
- (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 hearing officer considers appropriate.
- (9) On making an order pursuant to subsection (6), the director shall serve a copy of the order and a copy of section 72 on each party involved in the matter with respect to which the order was made.
- (10) The director may serve the copies mentioned in subsection (9):
- (a) by personal service;
 - (b) by ordinary mail; or
 - (c) in the case of service on the tenant, by causing a copy of the order to be posted on the door of the tenant's rental unit.
- (11) In any application by a landlord for possession of a rental unit, the tenant may also request an order of relief pursuant to this section and a hearing officer may grant that relief if it appears to the hearing officer that:
- (a) a notice to end the tenancy agreement was given to the tenant because of the tenant's good faith complaint to the director or to any other agency of the Government of Saskatchewan, the Government of Canada or a municipality alleging the contravention of any Act, bylaw or other law dealing with health or safety standards, including housing standards;
 - (b) a notice to end the tenancy agreement was given to the tenant because of the tenant's attempt to secure or enforce the tenant's rights pursuant to this Act;
 - (c) the landlord has contravened a provision of the tenancy agreement or has contravened any standard condition; or
 - (d) a notice to the end the tenancy agreement was given to the tenant for non-payment of rent pursuant to section 57 and the hearing officer is satisfied that:
 - (i) the non-payment of rent relates to amounts that are the result of an increase to the rent and the landlord increased the rent for the purpose of enabling the landlord to end the tenancy; and
 - (ii) it is just and equitable for the order to be made.

(12) An order for relief pursuant to subsection (11) may include any of the following terms on any conditions the hearing officer considers appropriate having regard to the conduct of the parties and any other circumstances of the proceedings:

- (a) relief with respect to payment of rent or reasonable compensation;
- (b) an order to restrain any contravention as mentioned in clause (11)(c).

(13) If a hearing officer decides that the landlord is entitled to possession of the rental unit, the hearing officer may make an order for possession and order a writ of possession in the prescribed form directed to the sheriff acting at the judicial centre nearest to the place where the rental unit is situated commanding the sheriff to place the landlord in possession of the rental unit as soon as is reasonably possible.

(14) The director may refuse to issue a written notice of hearing to, and a hearing officer may decline to make an order respecting, a landlord who:

- (a) is in contravention of an order made pursuant to this Act; or
- (b) has failed to forward a security deposit and any accrued interest to the director pursuant to subsection (15).

(15) If, in any matter governed by this section, the tenant disputes a landlord's claim to the security deposit paid by the tenant and accrued interest earned on the security deposit, the landlord shall promptly forward the security deposit and any accrued interest earned on the security deposit to the director.

Monetary limits for applications

71 An application for an order may be made pursuant to this Act respecting a monetary claim only if the amount claimed does not exceed the prescribed monetary limit, but the landlord or tenant making the monetary claim may abandon that part of the claim that is in excess of the prescribed monetary limit.

Appeals

72(1) Any person who is aggrieved by a decision or order of a hearing officer may appeal the decision or order on a question of law or of jurisdiction to a judge of the Court of Queen's Bench within 30 days after the date of the decision or order.

(2) Any person who is aggrieved by a decision of a judge of the Court of Queen's Bench pursuant to subsection (1) may appeal the decision to the Court of Appeal within 30 days after 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 respondent and the director.

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

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

Hearing officers and powers on hearings

73(1) The Lieutenant Governor in Council may appoint one or more persons as hearing officers for the purposes of establishing a panel of hearing officers to hear matters that may be the subject of an order pursuant to this Act.

- (2) A hearing officer has:
 - (a) the powers of a commissioner pursuant to *The Public Inquiries Act* for the purposes of any hearing or other proceeding pursuant to this Act; and
 - (b) any other prescribed powers.
- (3) A hearing officer may adjourn a hearing from time to time and for any period that the hearing officer considers appropriate.
- (4) Notwithstanding that a person who is directly affected by a hearing is neither present nor represented at the hearing, if notice of the hearing is required to be given and has been given to the person, the hearing officer may:
 - (a) proceed with the hearing; and
 - (b) make any decision as though that person were present.

Director may schedule hearings together

74 If two or more applications for an order pursuant to section 70 are made respecting related disputes with the same landlord, the director may schedule the applications to be heard at the same time.

Rules of evidence do not apply

75 A hearing officer may admit as evidence, whether or not it would be admissible under the laws of evidence, any oral or written testimony or any record or thing that the hearing officer considers to be:

- (a) credible and trustworthy; and
- (b) relevant to the dispute.

Correction or clarification of decisions or orders

76(1) Subject to subsection (2), a hearing officer may, with or without a hearing:

- (a) correct typographic, grammatical, arithmetic or other similar errors in his or her decision or order;
 - (b) clarify the decision or order; and
 - (c) deal with an obvious error or inadvertent omission in the decision or order.
- (2) A hearing officer may take the steps described in subsection (1):
 - (a) on the hearing officer's own initiative; or
 - (b) at the request of a party and on the party paying to the director the prescribed application fee.
 - (3) A request made for a purpose mentioned in clause (1)(b) or (c) must be made within 15 days after the decision or order is received.
 - (4) A request mentioned in clause (2)(b) may be made without notice to another party, but the hearing officer or the director may order that another party be given notice.

(5) A hearing officer must not act pursuant to this section unless the hearing officer considers it just and reasonable to do so.

(6) If a hearing officer considers it appropriate and in the interests of justice to do so, the hearing officer may order the refund of an application fee paid pursuant to clause (2)(b) to the party paying the application fee.

Enforcement of order by filing in court

77(1) If an order has been made by a hearing officer, an appeal has not been made pursuant to section 72 and the time for appeal has expired, the order may be filed in the Court of Queen's Bench by filing a copy of the order certified by the director or the hearing officer who made the order to be a true copy.

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

Stay of proceedings

78(1) Unless the Court of Queen's Bench orders otherwise, all proceedings under an order, decision or determination appealed pursuant to subsection 72(1), including proceedings respecting the execution of a writ for possession issued pursuant to subsection 70(13), are stayed on the filing of the notice of appeal with the local registrar of the Court of Queen's Bench until the appeal has been disposed of.

(2) Unless the Court of Appeal orders otherwise, all proceedings under an order or decision appealed pursuant to subsection 72(2), including proceedings respecting the execution of a writ for possession issued pursuant to subsection 70(13), are 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.

PART VII Offences and Penalties

Contravention of Act

79(1) No landlord or other person shall:

- (a) contravene or fail to comply with any provision of this Act, the regulations or an order made pursuant to this Act or the regulations; or
- (b) knowingly:
 - (i) make an untrue statement of fact in information required to be provided by this Act, the regulations or an order made pursuant to this Act; or
 - (ii) fail to provide material information that is necessary to make a statement not misleading in light of the circumstances in which it was made.

- (2) Every person who contravenes subsection (1) is guilty of an offence and liable on summary conviction:
- (a) in the case of a corporation, to a fine not exceeding \$1,000; or
 - (b) in the case of an individual, to a fine not exceeding \$500, to imprisonment for not more than six months or to both that fine and imprisonment.
- (3) Every director or officer of a corporation who assents to or acquiesces in any offence by the corporation pursuant to subsection (1), whether or not the corporation has been found guilty of the offence, is guilty of an offence and liable on summary conviction to a fine not exceeding \$500, to imprisonment for not more than three months or to both that fine and imprisonment.
- (4) No landlord shall give a tenant notice to end a tenancy pursuant to section 60 and subsequently rent the residential property in which the rental unit is situated or the rental unit to another tenant on any grounds other than the grounds stated in the notice to end the tenancy.
- (5) Every landlord who contravenes subsection (4) 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, to imprisonment for a period not exceeding three months or to both that fine and imprisonment;
 - (b) in the case of a corporation, to a fine not exceeding \$1,000.
- (6) No prosecution pursuant to this section is to be instituted after one year from the date that the alleged offence comes to the attention of the director.
- (7) The conviction of the landlord or other person, or a director or officer of a corporation, does not relieve the landlord, the other person or a director or officer 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 standard conditions respecting which the conviction was made.

Convicting court may order compensation

- 80(1)** On the application of a person who, in the opinion of the convicting court, is aggrieved as a result of an offence described in section 79, 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 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.
- (2) The amounts ordered to be paid pursuant to subsection (1) may be imposed in addition to or instead of any penalty imposed pursuant to section 79.

PART VIII
Regulations

Regulations

81 The Lieutenant Governor in Council may make regulations:

- (a) requiring that on and after a date to be appointed in the regulations all tenancy agreements entered into must be in a form prescribed in the regulations;
- (b) prescribing rules and forms required for the proper administration of this Act;
- (c) prescribing standard conditions for tenancy agreements;
- (d) prescribing persons as public housing authorities for the purposes of clause 2(j);
- (e) prescribing fees that are not to be included for the purposes of the definition of “rent” in clause 2(k);
- (f) prescribing fees that are not to be included for the purposes of the definition of “security deposit” in clause 2(n);
- (g) prescribing services and facilities for the purposes of subclause 2(o)(xiv);
- (h) prescribing tenancy agreements, rental units or residential property, or categories of tenancy agreements, rental units or residential property, to which this Act does not apply;
- (i) determining the rate of interest on security deposits;
- (j) for the purposes of section 50:
 - (i) prescribing fixed term tenancy agreements or classes of fixed term tenancy agreements that may not be assigned or for which rental units may not be sublet; and
 - (ii) prescribing charges that a landlord may require of a tenant for the activities mentioned in subsection 50(5);
- (k) for the purposes of subsection 54(2), prescribing a period before which a landlord must give written notice;
- (l) 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;
- (m) for the purposes of section 73, prescribing additional powers of hearing officers;
- (n) for the purposes of subsection 82(6), prescribing a means of service on the director;

- (o) defining, enlarging or restricting the meaning of any word or expression used in this Act but not defined in this Act;
- (p) prescribing forms for the purposes of this Act and the regulations;
- (q) prescribing any other matter or thing required or authorized by this Act to be prescribed in the regulations;
- (r) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary or appropriate to carry out the intent of this Act.

PART IX
Other matters

DIVISION 1
Service

Service

82(1) Unless otherwise specified in this Act, any notice or other document that is required to be served pursuant to this Act or in any proceeding or matter under the jurisdiction or control of the director must be served:

- (a) in the case of service on a tenant:
 - (i) by personal service on the tenant; or
 - (ii) by posting the notice or document on the front door of the tenant's rental unit and by serving the notice or document by registered or ordinary mail;
 - (b) in the case of service on a landlord:
 - (i) by personal service on the landlord or the landlord's agent or the landlord's attorney mentioned in section 83; or
 - (ii) by ordinary mail addressed to the address of the landlord provided pursuant to clause 19(1)(e); or
 - (c) by any other prescribed means.
- (2) Unless otherwise specified in this Act or the regulations, notices required by this Act to be served must be in writing.
- (3) A notice or document served by registered or ordinary mail is deemed to have been served on the third day following the date of mailing unless the person to whom the notice or document was sent proves that the person did not receive the notice or document or received the notice or document at a later date.
- (4) Notwithstanding subsections (1) and (2), a hearing officer may make any orders the hearing officer considers reasonable and in the interests of justice respecting service of notices for hearings pursuant to section 70.

- (5) Notwithstanding subsection (1), a tenant may serve a notice intended for a landlord on the director if:
- (a) the tenant satisfies the director that the tenant cannot reasonably locate the landlord or that the landlord did not provide an address pursuant to clause 19(1)(e); or
 - (b) the landlord is a non-resident landlord and does not have a valid attorney as required by section 83.
- (6) A notice or other document required to be served on the director may be served:
- (a) by leaving it at the Office of Residential Tenancies with any person appearing to have authority to accept the notice or document;
 - (b) by registered mail addressed to the address of the Office of Residential Tenancies; or
 - (c) by any other prescribed means.
- (7) Notwithstanding that service of a notice or other document does not comply with this Act, a hearing officer may order that the service is sufficient if, in the opinion of the hearing officer, the notice or other document came to the attention of the person to be served.
- (8) Notwithstanding that a hearing officer has ordered that a person has been sufficiently served pursuant to subsection (7), that person may bring evidence to prove that the person was not served or was served on a later date.
- (9) For the purposes of subsection (8), the person mentioned in that subsection may apply pursuant to section 70 for:
- (a) an adjournment;
 - (b) an extension of time; or
 - (c) a rehearing of an application.

DIVISION 2

Various Duties and Responsibilities of Landlords

Power of attorney - non resident landlords

83(1) In this section and section 82, “**non-resident landlord**” means a landlord that does not:

- (a) reside in Saskatchewan; or
- (b) have an office in Saskatchewan where the landlord may be served pursuant to this Act.

(2) Subject to subsection (3), before carrying on business, every non-resident landlord shall file with the director a duly executed power of attorney in the prescribed form appointing the person named in the power of attorney to be the attorney and representative in Saskatchewan of the non-resident landlord:

- (a) for the purpose of receiving service of notices and applications pursuant to this Act; and
- (b) declaring that services mentioned in clause (a) on the attorney are legal and binding.

(3) If a non-resident landlord has filed pursuant to another Act a power of attorney that, in the opinion of the director, meets the requirements of this section, the non-resident landlord may file a copy of that power of attorney with the director instead of complying with subsection (2).

(4) Every attorney:

- (a) must be a resident of Saskatchewan; and
- (b) must sign the power of attorney form in which the attorney is appointed declaring that the attorney has consented to act as attorney.

(5) A non-resident landlord shall, within 15 days after the date of an occurrence described in clause (a), (b) (c) or (d), file another power of attorney with the director:

- (a) the attorney named in the power of attorney filed pursuant to this section ceases to reside in Saskatchewan, dies or resigns;
- (b) there is a change in the name or address of the attorney;
- (c) there is a change in the business name of the non-resident landlord; or
- (d) the power of attorney filed becomes invalid or ineffectual for any reason.

(6) An attorney who wishes to resign shall:

- (a) file with the director a written resignation; and
- (b) send a copy of the written resignation mentioned in clause (a) to the non-resident landlord.

(7) A resignation of an attorney is effective at the later of:

- (a) the time the written resignation is filed with the director pursuant to subsection (6);
- (b) the time the written resignation is sent to the non-resident landlord; and
- (c) the time specified in the written resignation.

Landlord may not restrict occupancy on residential property to certain mobile homes

84(1) This section applies only to residential property described in subclause 2(m)(v).

(2) No landlord of residential property shall limit the occupancy of that residential property to a mobile home sold, leased or otherwise made available by any specific person or persons, unless the residential property has not previously been occupied as a mobile home site.

(3) No landlord shall:

(a) unreasonably restrict or interfere with a tenant's attempt to sell a mobile home situated on the residential property; or

(b) charge any fee in connection with a sale or attempted sale mentioned in clause (a) unless the landlord has provided some service with respect to that sale or attempted sale.

Director may order removal and disposition of abandoned, etc., goods

85(1) On application by a landlord, a hearing officer may make an order pursuant to this section if:

(a) the tenancy of a tenant has ended or the tenant has vacated or abandoned the rental unit formerly occupied by the tenant; and

(b) the tenant mentioned in clause (a) has left property in the rental unit.

(2) The hearing officer may make an order pursuant to subsection (1) without giving notice to the tenant or giving the tenant an opportunity to be heard.

(3) In the circumstances mentioned in subsection (1), the hearing officer may authorize the landlord to remove the property mentioned in clause (1)(b) from the rental unit and sell it or otherwise dispose of it if the hearing officer is satisfied that:

(a) the landlord has made reasonable efforts to determine the whereabouts of the tenant who left the property; and

(b) the tenant who left the property cannot be located or, if that tenant has been located, that tenant has not made reasonable arrangements for the disposition of the property.

(4) If a landlord removes, sells or otherwise disposes of property pursuant to this section in accordance with an order of the hearing officer, the landlord:

(a) may deduct from any proceeds of any sale or disposition any amount owing to the landlord pursuant to the tenancy agreement, this Act or the regulations; and

(b) shall pay any proceeds of sale or disposition that remain after the deductions mentioned in clause (a) to the director to the credit of the person who left the property.

(5) If the tenant who left the property does not claim the proceeds mentioned in clause (4)(b) within six months after the proceeds were paid to the director, the director shall forward the proceeds to the Minister of Finance for deposit in the general revenue fund.

(6) If a landlord removes, sells or otherwise disposes of property pursuant to this section in accordance with an order of a hearing officer, neither the landlord nor the hearing officer nor any person acting on behalf of the landlord or hearing officer is liable in any action taken by the tenant who left or owned the property respecting the removal, sale or disposition of the property.

Books and records - landlord

86(1) Every landlord shall keep adequate books and records for the purposes of this Act.

(2) If, during a hearing or an investigation, the director or a hearing officer forms the opinion on reasonable grounds that the books and records kept by a landlord are inadequate for the purposes of this Act:

- (a) the director or hearing officer may make an order prescribing the books and records to be kept by that landlord; and
- (b) on receipt of an order pursuant to clause (a), the landlord shall keep the books and records prescribed in that order.

DIVISION 3
Investigations

Investigations

87(1) Subject to subsection (3), for the purposes of enforcing and administering this Act, the director or any person authorized by the director may at any reasonable time enter without a warrant into any residential property or place where a landlord carries on business or where any books or records are or should be kept pursuant to this Act for the purpose of carrying out an investigation and may:

- (a) require the production of the books and records;
 - (b) require any landlord or any landlord's agent on the residential property to give all reasonable assistance with the investigation;
 - (c) make any inquiries, in writing or orally, of a person mentioned in clause (b) relating to the expeditious conduct of the investigation; and
 - (d) subject to subsection (2), on giving a receipt for the books or records, remove any books or records examined pursuant to this section for the purpose of making copies or extracts of those books or records.
- (2) The director or any person authorized by the director shall:
- (a) carry out the copying, or making extracts, of books or records removed pursuant to clause (1)(d) with reasonable dispatch; and
 - (b) promptly return the books or records after the copying, or making extracts, to the person who produced or furnished them.
- (3) The director or any person authorized by the director shall not enter into any room or place actually being used as a dwelling without the consent of the occupier, except when authorized to do so by a warrant issued by a judge of the Provincial Court of Saskatchewan.

(4) A judge of the Provincial Court of Saskatchewan, if satisfied by the oath of the director or any person authorized by the director that there are reasonable grounds for believing that a contravention of this Act has occurred and that there is evidence to be found at the place to be searched, may issue a warrant authorizing the person named in the warrant:

- (a) to enter the place named in the warrant;
- (b) to examine the place mentioned in clause (a); and
- (c) to search for and seize and take possession of books or records or other property that may constitute evidence of a contravention of this Act.

Copies of books and records

88 A document certified by the director, or any person authorized by the director, to be a copy or extract of a book or record made pursuant to section 87 is admissible in evidence, without proof of the office or signature of the person appearing to have certified the document, and has the same probative force as the original book or record.

DIVISION 4

**Other Matters respecting the Director and the
Office of Residential Tenancies**

Director to deposit money

89 If the director receives any sum of money payable to the director pursuant to this Act, the regulations or an order made pursuant to this Act, the director shall, immediately on receiving that money, deposit it in an account designated "Director's Trust Account" in a branch of a bank, credit union or other financial institution designated by the Minister of Finance.

Audit of Office of Residential Tenancies

90 The Provincial Auditor or any other auditor or firm of auditors appointed by the Lieutenant Governor in Council shall audit the accounts and financial transactions of the Office of Residential Tenancies, including the Director's Trust Account:

- (a) annually; and
- (b) at any other time that the Lieutenant Governor in Council may require.

Fiscal year of Office of Residential Tenancies

91 The fiscal year of the Office of Residential Tenancies is the period commencing on April 1 in one year and ending on the March 31 in the following year.

Annual reports of Office of Residential Tenancies

92(1) In accordance with *The Tabling of Documents Act, 1991*, the director shall submit to the minister:

- (a) an annual report respecting the conduct of the business and the affairs of the Office of Residential Tenancies; and
- (b) a financial statement for the Office of Residential Tenancies in any form that may be required by Treasury Board.

(2) In accordance with *The Tabling of Documents Act, 1991*, the minister shall lay before the Legislative Assembly the reports and statements received by the minister pursuant to subsection (1).

Immunity

93 No action or proceeding lies or shall be commenced against the Crown, the minister, the director, a deputy director, a hearing officer, a Sheriff or an officer, employee or other person acting on behalf of the director for anything in good faith done, caused, permitted or authorized to be done, attempted to be done or omitted to be done by that person or by any of those persons pursuant to or in the exercise or supposed exercise of any power conferred by this Act or the regulations or in the carrying out or supposed carrying out of any order or direction made pursuant to this Act or any duty imposed by this Act or the regulations.

PART X

Repeal, Transitional, Consequential and Coming into Force

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

94 *The Residential Tenancies Act* is repealed.

Transitional

95(1) In this section:

- (a) **“former Act”** means *The Residential Tenancies Act* as that Act existed on the day before the coming into force of this Act;
 - (b) **“Rentalsman”** means the Rentalsman as defined in the former Act.
- (2) On the coming into force of this Act, any orders of the Rentalsman that were made pursuant to the former Act and that are in existence on the day on which this Act comes into force:
- (a) continue in force as if made pursuant to this Act; and
 - (b) may be dealt with as if made pursuant to this Act.
- (3) The person who held the position of Rentalsman on the day before the coming into force of this Act is continued in the position of director until another person is appointed as director pursuant to this Act.

S.S. 1993, c.C-26.1, section 77 amended

96(1) *The Condominium Property Act, 1993* is amended in the manner set forth in this section.

(2) Subsection 77(1) is amended by striking out “*The Residential Tenancies Act*” and substituting “*The Residential Tenancies Act, 2006*”.

(3) Subsection 80(1) is repealed and the following substituted:

“(1) A corporation may apply to the Director of Residential Tenancies pursuant to *The Residential Tenancies Act, 2006* for an order for possession of a rented residential unit if a person who resides in or on the unit:

- (a) causes excessive damage to the real or personal property of the corporation or to the common property or common facilities;

- (b) causes excessive noise; or
- (c) is a danger to, or intimidates, persons who reside in or on other units”.

(4) Subsection 80(3) is amended by striking out “*The Residential Tenancies Act*” and substituting “*The Residential Tenancies Act, 2006*”.

(5) Clause 82(1)(b) is repealed and the following substituted:

“(b) make applications to the Director of Residential Tenancies pursuant to section 80”.

S.S. 2000, c.L-5.1 amended

97(1) *The Land Titles Act, 2000* is amended in the manner set forth in this section.

(2) Clause 18(1)(e) is amended by striking out “*The Residential Tenancies Act*” and substituting “*The Residential Tenancies Act, 2006*”.

(3) Subclause 144(1)(e)(i) is amended by striking out “*The Residential Tenancies Act*” and substituting “*The Residential Tenancies Act, 2006*”.

R.S.S. 1978, c.P-33, section 14 amended

98 Subsection 14(4) of *The Provincial Mediation Board Act* is amended by striking out “*The Residential Tenancies Act*” and substituting “*The Residential Tenancies Act, 2006*”.

S.S. 1995, c.R-1.3, section 71 amended

99 Subsection 71(8) of *The Real Estate Act* is amended by striking out “*The Residential Tenancies Act*” and substituting “*The Residential Tenancies Act, 2006*”.

S.S. 2004, c.S-0.1 amended

100(1) *The Safer Communities and Neighbourhoods Act* is amended in the manner set forth in this section.

(2) Clause 4(1)(g) is amended by striking out “*The Residential Tenancies Act*” and substituting “*The Residential Tenancies Act, 2006*”.

(3) Section 36 is amended by striking out “*The Residential Tenancies Act*” and substituting “*The Residential Tenancies Act, 2006*”.

R.S.S. 1978, c.S-8 amended

101(1) *The Saskatchewan Assistance Act* is amended in the manner set forth in this section.

(2) Subsection 13.1(1) is repealed and the following substituted:

“(1) In this section, ‘**order pursuant to *The Residential Tenancies Act, 2006* determining the disposition of a security deposit**’ means an order pursuant to section 70 of that Act on an application pursuant to section 32 of that Act determining the entitlement of a landlord to receive a payment by the minister pursuant to this section in circumstances where the minister’s discretion to make a payment pursuant to this section is to be exercised, and includes an interim order pursuant to section 33 of that Act”.

(3) Subsections 13.1(2) and (3) are repealed and the following substituted:

“(2) If the Director of Residential Tenancies or a hearing officer appointed pursuant to *The Residential Tenancies Act, 2006* makes an order pursuant to that Act determining the disposition of a security deposit against a person who is receiving or is eligible to receive assistance pursuant to a program designated in the regulations for the purposes of this section, the minister may, subject to subsection (3) and the regulations, pay all or part of that security deposit on behalf of the person.

“(3) Subject to subsection (4), the minister may, without an order mentioned in subsection (2), pay all or part of a security deposit on behalf of a person described in subsection (2) if the minister is satisfied that the person has signed a valid written agreement described in clause 37(1)(b) of *The Residential Tenancies Act, 2006*”.

(4) Section 13.2 is repealed and the following substituted:

“Notice to landlord

13.2(1) If a person who is receiving assistance or is eligible to receive assistance pursuant to a program designated in the regulations for the purposes of section 13.1 is required to pay a security deposit and the security deposit has not been paid, the minister shall give notice to the landlord where that tenant is no longer eligible to receive assistance.

(2) If a landlord, within 10 days after being provided with a notice pursuant to subsection (1), serves on the tenant a written demand pursuant to subsection 26(4) of *The Residential Tenancies Act, 2006*, the minister’s authority to make a payment pursuant to section 13.1 remains in effect for a period of 125 days after the date specified in the notice”.

R.S.S. 1978, c.T-2, section 36 amended

102 Subsection 36(1) of *The Tax Enforcement Act* is amended by striking out “*The Residential Tenancies Act*” and substituting “*The Residential Tenancies Act, 2006*”.

Coming into force

103 This Act comes into force on proclamation.