

The Residential Tenancies Regulations, 2007

being

[Chapter R-22.0001 Reg 1](#) (effective March 1, 2007) as amended by Saskatchewan Regulations [128/2008](#), [53/2009](#), [31/2010](#), [78/2012](#), [8/2014](#), [113/2015](#) and [14/2018](#).

NOTE:

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

Table of Contents

1	Title	10	Writ of possession – form
2	Interpretation	11	Monetary limits for applications
3	Non-application of Act	12	Service
4	Tenancy agreements include the standard conditions	13	Fees
5	Interest on security deposits	13.1	Costs
6	Quiet enjoyment	13.2	Repealed
7	Notice of entry where tenant has given notice of intention to end the tenancy	13.3	Exemption from filing deposit with court
8	Charges re assignment or sublease	14	R.R.S. c.R-22 Reg 3 repealed
8.1	Landlords' association	15	Coming into force
8.2	Notice respecting fixed term tenancy agreements		
8.3	Powers of hearing officers		
9	Notice of rent increase re mobile homes		
			Appendix
			Part I
	Form A		Writ of Possession
			Part II
	Schedule 1		Standard Conditions of a Tenancy Agreement

CHAPTER R-22.0001 REG 1
The Residential Tenancies Act, 2006

Title

1 These regulations may be cited as *The Residential Tenancies Regulations, 2007*.

Interpretation

2(1) In these regulations, “**Act**” means *The Residential Tenancies Act, 2006*.

(2) For the purposes of clause 2(j) of the Act, “**public housing authority**” includes any person that offers rental subsidies to tenants pursuant to a housing program.

(3) Repealed. 24 Dec 2015 SR 113/2015 s3.

(4) Repealed. 21 Mar 2014 SR 8/2014 s3.

16 Feb 2007 cR-22.0001 Reg 1 s2; 2 Jan 2009 SR 128/2008 s3; 21 Mar 2014 SR 8/2014 s3; 24 Dec 2015 SR 113/2015 s3.

Non-application of Act

3 For the purposes of clause 5(h) of the Act, the Act does not apply to living accommodation owned or operated by:

- (a) an educational institution and provided by that institution to its students or employees; and;
- (b) Oxford House Society of Regina Inc.

16 Feb 2007 cR-22.0001 Reg 1 s3; 9 Nov 2012 SR 78/2012 s4; 24 Dec 2015 SR 113/2015 s4.

Tenancy agreements include the standard conditions

4 The standard conditions of a tenancy agreement are set out in Schedule 1 in Part II of the Appendix.

16 Feb 2007 cR-22.0001 Reg 1 s4.

Interest on security deposits

5(1) Subject to subsection (1.1), a landlord shall pay to a tenant interest on any security deposit that the tenant has paid to the landlord or the landlord’s agent:

- (a) at the rate of 5% per annum with respect to the period ending on June 30, 1981;
- (b) at the rate of 10% per annum with respect to the period commencing on July 1, 1981 and ending on December 14, 1983;

- (c) at the rate of 6% per annum with respect to the period commencing on December 15, 1983 and ending on December 31, 1992; and
 - (d) at the rate determined in accordance with subsection (2) with respect to the period commencing on January 1, 1993.
- (1.1) If the tenancy ends within five years after the date that the tenancy agreement was entered into, the prescribed rate is 0%.
- (2) For each year commencing with 1993, the interest rate mentioned in clause (1)(d) is the Chartered Bank Administered Interest Rate for Non-Chequable Savings Deposits published in the *Bank of Canada Review* for December of the previous year.

16 Feb 2007 cR-22.0001 Reg 1 s5; 9 Nov 2012
SR 78/2012 s4.

Quiet enjoyment

6 For the purposes of clause 44(b) of the Act, “**freedom from unreasonable disturbance**” includes the following:

- (a) disturbances created by the landlord;
- (b) disturbances created by another tenant of the landlord;
- (c) disturbances created by a person permitted on the residential property by the landlord or another tenant of the landlord.

16 Feb 2007 cR-22.0001 Reg 1 s6.

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

7(1) Subject to subsection (2), if a tenant has given notice pursuant to section 56 of the Act of the tenant’s intention to end a periodic tenancy, or if a fixed term tenancy ends pursuant to section 8.2, the landlord may enter the rental unit for the purpose of showing it to prospective tenants but only if:

- (a) the tenant has given permission in accordance with clause 45(1)(a) of the Act;
- (b) the landlord gives the tenant notice in accordance with clause 45(3)(a) of the Act; or
- (c) the landlord and the tenant have agreed in writing to the terms under which the landlord may enter the rental unit, but only if:
 - (i) the terms are not unreasonable; and
 - (ii) the agreement is entered into after the tenant has given notice of his or her intention to end the tenancy.

(2) If a landlord is not able to gain entry to a rental unit pursuant to subsection (1), the landlord may enter the rental unit for the purpose of showing it to prospective tenants if:

- (a) the landlord posts a notice of entry on the door of the rental unit in accordance with subsection (4); and
 - (b) subject to subsection (3), the landlord has made a reasonable effort, at least two hours before the entry, to contact the tenant at the telephone number or electronic mail address that the tenant has provided for the purpose.
- (3) If a tenant has not provided the landlord with a telephone number or electronic mail address for the purpose of providing notice of entry, the landlord may enter the rental unit in accordance with subsection (2) even though the landlord was unable to comply with the requirements set out in clause (2)(b).
- (4) A notice of entry pursuant to clause (2)(a) must:
- (a) set out the date and time of entry; and
 - (b) be posted no later than the time of entry.

16 Feb 2007 cR-22.0001 Reg 1 s7; 24 Dec 2015
SR 113/2015 s5.

Charges re assignment or sublease

8 Pursuant to subsection 50(5) of the Act, a landlord may charge a tenant a fee, not to exceed \$20, for considering, investigating or consenting to:

- (a) an assignment of a tenancy agreement; or
- (b) a sublease of a rental unit under a fixed term tenancy.

16 Feb 2007 cR-22.0001 Reg 1 s8.

Landlords' association

8.1(1) For the purposes of clauses 54(1)(b) and (2)(b) of the Act, subsection (2) and section 9, the following are prescribed as associations of landlords:

- (a) the Saskatchewan Landlord Association Inc.;
- (b) the Network of Non-Profit Housing Providers of Saskatchewan Incorporated.

(2) If a landlord who was a member in good standing of a prescribed association of landlords and who has given a tenant written notice of a rent increase ceases, at any time during the six-month period mentioned in clause 54(1)(b) of the Act or clause 9(1)(b), to be a member in good standing of the prescribed association of landlords:

- (a) clause 54(1)(a) of the Act or clause 9(1)(a), as the case may be, applies to that landlord;
- (b) the notice of rent increase given by the landlord takes effect 12 months after the date of the notice; and
- (c) the landlord shall notify the tenant in writing of the new effective date of the notice in clause (b).

9 Nov 2012 SR 78/2012 s5; 21 Mar 2014 SR
8/2014 s4; 24 Dec 2015 SR 113/2015 s6; 9 Mar
2018 SR 14/2018 s2.

Notice respecting fixed term tenancy agreements

8.2(1) For the purposes of subsection 55(2) of the Act, the following rules apply at the end of a fixed term tenancy agreement:

- (a) the landlord shall provide to the tenant a written notice:
 - (i) declaring whether or not the landlord is willing to enter into a new tenancy agreement at the end of the fixed term tenancy; and
 - (ii) if the landlord is willing to enter into a new tenancy agreement, specifying the terms of the new tenancy agreement;
 - (b) the declaration mentioned in subclause (a)(i) must:
 - (i) be in the approved form; and
 - (ii) state that a failure by the tenant to respond will be deemed to be a rejection of the offer to enter into a new tenancy agreement on the terms mentioned in subclause (a)(ii);
 - (c) if the tenant is willing to enter into the new tenancy agreement according to the terms specified in subclause (a)(ii), the tenant shall provide to the landlord a written notice declaring the tenant's intention;
 - (d) a failure by the tenant to respond to the written notice mentioned in clause (a) will be deemed to be a rejection of the landlord's offer mentioned in subclause (a)(ii).
- (2) The landlord's written notice mentioned in clause (1)(a) must be served not later than two months before the date on which the tenancy agreement ends.
- (3) The tenant's written notice mentioned in clause (1)(c) must be served not later than one month after the date on which the landlord's written notice mentioned in clause (1)(a) was served.

9 Nov 2012 SR 78/2012 s5.

Powers of hearing officers

8.3(1) If an application is made for an order pursuant to section 70 of the Act on the grounds that the landlord has not complied with clause 8.2(1)(a), a hearing officer may:

- (a) make any order that the hearing officer considers just and equitable having regard to the circumstances, including continuing the tenancy as a periodic tenancy or ending the tenancy; and
- (b) award any compensation that the hearing officer considers just and equitable having regard to the circumstances.

- (2) A hearing officer may specify the date on which any writ of possession ordered pursuant to subsection 70(13) of the Act expires.
- (3) A hearing officer may extend the expiry date of a writ of possession:
- (a) that is being appealed until 30 days after a decision is given on the appeal or the appeal has been abandoned; or
 - (b) at the request of the sheriff.

9 Nov 2012 SR 78/2012 s5; 21 Mar 2014 SR
8/2014 s5; 24 Dec 2015 SR 113/2015 s7.

Notice of rent increase re mobile homes

9(1) A landlord of a mobile home site must give a tenant written notice of a rent increase for a periodic tenancy at least:

- (a) 12 months before the effective date of the increase; or
- (b) if the landlord is a member in good standing of a prescribed association of landlords, six months before the effective date of the increase.

(2) For the purposes of subsection (1), the effective date of a rent increase for a periodic tenancy must be set as a date that is not less than:

- (a) the later of:
 - (i) 18 months after the date fixed for the commencement of the tenancy; and
 - (ii) 12 months after the effective date of the previous rent increase, if any; or
- (b) if the landlord is a member in good standing of a prescribed association of landlords, the later of:
 - (i) 12 months after the date fixed for the commencement of the tenancy; and
 - (ii) six months after the effective date of the previous rent increase, if any.

21 Mar 2014 SR 8/2014 s6.

Writ of possession - form

10(1) For the purposes of subsection 70(13) of the Act, the form to be used by a hearing officer to order a writ of possession is Form A in Part I of the Appendix.

- (2) A writ of possession ordered pursuant to this section must specify that it expires:
- (a) 30 days after the date on which it is ordered; or
 - (b) on any other date that the hearing officer may specify.

16 Feb 2007 cR-22.0001 Reg 1 s10; 21 Mar 2014
SR 8/2014 s7.

Monetary limits for applications

11 For the purposes of section 71 of the Act, an application may be made pursuant to section 70 of the Act respecting a monetary claim only if the amount claimed does not exceed the monetary limit prescribed pursuant to *The Small Claims Act, 1997*.

16 Feb 2007 cR-22.0001 Reg 1 s11; 21 Mar 2014 SR 8/2014 s8.

Service

12(1) Repealed. 24 Dec 2015 SR 113/2015 s8.

(1.1) **Repealed.** 24 Dec 2015 SR 113/2015 s8.

(2) For the purposes of clause 33(4)(b) of the Act, service on the minister responsible for the administration of *The Saskatchewan Assistance Act* must be made by serving the deputy minister of the ministry over which that minister presides, or any other employee of that ministry whom the deputy minister advises the director in writing of, by any of the following methods:

- (a) personal service;
- (b) ordinary mail;
- (c) facsimile transmission;
- (d) any electronic message that produces a written record;
- (e) any regular means used within the Government of Saskatchewan to deliver documents from one ministry or agency to another ministry or agency.

16 Feb 2007 cR-22.0001 Reg 1 s12; 2 Jan 2009 SR 128/2008 s4; 21 Mar 2014 SR 8/2014 s9; 24 Dec 2015 SR 113/2015 s8.

Fees

13(1) The fee for making an application:

- (a) pursuant to section 70 of the Act is \$50;
- (b) pursuant to section 76 of the Act is \$50.

(2) If a hearing officer considers it appropriate and in the interests of justice to do so, the hearing officer may order a respondent to reimburse a successful applicant for the fee paid pursuant to this section.

(3) **Repealed.** 24 Dec 2015 SR 113/2015 s9.

16 Feb 2007 cR-22.0001 Reg 1 s13; 16 Apr 2010 SR 31/2010 s2; 21 Mar 2014 SR 8/2014 s10; 24 Dec 2015 SR 113/2015 s9.

Costs

13.1(1) Subject to subsection (2), for the purposes of subsection 34(4) of the Act, the amount of costs is to be equal to the amount that the hearing officer is satisfied that the tenant has incurred for out-of-pocket expenses and lost income related to the hearing.

(2) For the purposes of subsection (1), the minimum amount of costs that a hearing officer must award is \$50 and the maximum amount is \$200.

29 May 2009 SR 53/2009 s2.

13.2 Repealed. 24 Dec 2015 SR 113/2015 s10.

Exemption from filing deposit with court

13.3 For the purposes of subsection 72(1.3) of the Act, a tenant who is receiving the guaranteed income supplement pursuant to the *Old Age Security Act (Canada)* is exempt from the requirement to deposit with the local registrar the equivalent of one-half of one month's rent or proof satisfactory to the local registrar that the tenant's rent is fully paid.

24 Dec 2015 SR 113/2015 s11.

R.R.S. c.R-22 Reg 3 repealed

14 *The Residential Tenancies Regulations, 1992* are repealed.

16 Feb 2007 cR-22.0001 Reg 1 s14.

Coming into force

15(1) Subject to subsection (2), these regulations come into force on the day on which section 1 of *The Residential Tenancies Act, 2006* comes into force.

(2) If these regulations are filed with the Registrar of Regulations after the day on which section 1 of *The Residential Tenancies Act, 2006* comes into force, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

16 Feb 2007 cR-22.0001 Reg 1 s15.

Appendix

PART I

Form A

[Section 10]

Writ of Possession

To the sheriff acting at the judicial centre of _____

I, _____, _____
(Name) (Title)

(Director/Deputy Director/Hearing Officer)

direct you:

 as soon as is reasonably possible; or by the following date:to put _____
(name of landlord)into possession of _____, including
(address of rental unit)the fixtures, appliances and furnishings provided by the landlord to the tenant pursuant
to the tenancy agreement, currently occupied by _____,
(tenant)

or any person claiming through or under the tenant.

This writ expires if not delivered to the sheriff within 30 days or by _____.
(date)I further direct you to report to the Residential Tenancies Office immediately after you
have executed this writ.

Dated this _____ day of _____, _____.

(Title)
(Director/Deputy Director/Hearing Officer)

PART II

Schedule 1

[Section 4]

Standard Conditions of a Tenancy Agreement*The Residential Tenancies Act, 2006*

NOTE: These Standard Conditions are conditions of every tenancy agreement. Both landlord and tenant should consult *The Residential Tenancies Act, 2006* (the ‘Act’) and *The Residential Tenancies Regulations, 2007* (the ‘regulations’) to determine the full extent of their rights and obligations. If there is a conflict between a provision in these Standard Conditions and a provision in the Act or the regulations, the provision in the Act or regulations prevails.

Application of *The Residential Tenancies Act, 2006*

- 1(1) These standard conditions form part of every tenancy agreement.
- (2) The terms and conditions of any tenancy agreement may not contradict or change any right or obligation under the Act, regulations or standard conditions.
- (3) A term or condition of a tenancy agreement that contradicts or changes such a right, obligation or standard condition is void and cannot be enforced.

Written tenancy agreements

- 2(1) Tenancy agreements do not have to be in writing. If a landlord and tenant enter into a written agreement, it must comply with the Act and the regulations. The landlord must give the tenant a copy of the signed agreement within 20 days after entering into the agreement.
- (2) A fixed term tenancy for more than three months must be in writing, and must set out the date on which the tenancy is to end. A tenancy agreement that does not set out that date or is not in writing will be deemed to be a month-to-month tenancy.
- (3) Whether or not a tenancy agreement is in writing, the landlord must provide the tenant with an address for service and telephone number as well as a telephone number for emergency repairs.

[see sections 19, 20 and 21 of the Act]

Security deposits

- 3(1) A security deposit may not exceed the equivalent of one month’s rent. A tenant does not have to pay more than 50% of the security deposit on the date that the landlord and tenant enter into the tenancy agreement. The balance of the security deposit is to be paid within two months after the tenant takes possession of the rental unit. (Special rules apply if the Minister responsible for the administration of *The Saskatchewan Assistance Act* guarantees payment of the security deposit.)
- (2) If a landlord accepts a security deposit that is greater than one month’s rent, the tenant may deduct the overpayment from rent or apply to the Office of Residential Tenancies (the “ORT”) to recover the overpayment.

[see sections 25 and 26 of the Act]

Payment of rent

- 4(1) A tenant must pay rent when it is due, whether or not there are problems with the landlord or the tenancy. If problems cannot be resolved, a tenant should, instead of withholding rent, apply to the ORT for an appropriate remedy.
- (2) A landlord must provide a tenant with a receipt for rent paid in cash.
- (3) A landlord must not terminate or restrict a service or facility without the tenant's consent unless the landlord obtains an order from the ORT.
- (4) A landlord is prohibited from imposing charges or increasing rent for a service or facility that was previously available at no cost, unless the tenant agrees or the landlord obtains an order from the ORT.
- (5) A tenancy agreement must not include a provision that all or part of the rent payable for the remainder of the term of the tenancy agreement becomes due and payable if the tenant breaches a provision of the tenancy agreement.

[\[see sections 41, 42 and 43 of the Act\]](#)

Rent increase

- 5(1) A landlord must give a tenant in a periodic tenancy:
 - (a) one year's advance written notice of a rent increase, and the landlord shall not increase the rent more than once each year if the landlord is not a member of the Saskatchewan Landlord Association Inc.;
 - (b) six months' advance written notice of a rent increase, and the landlord shall not increase the rent more than twice each year if the landlord is a member of the Saskatchewan Landlord Association Inc.
- (2) If a landlord fails to give the required notice, the rent increase does not take effect until the applicable notice period has passed. If a landlord increases rent without proper notice, the tenant can apply to the ORT for compensation.
- (3) A landlord under a fixed term tenancy must not increase the rent during the term of the tenancy unless the amount of the increase (expressed either in dollars or as a percentage) and time when an increase is to come into effect have been stated in the lease signed by the landlord and the tenant.

[\[see sections 53.1 and 54 of the Act and section 8.1 of the regulations\]](#)

Assignment and subletting

- 6(1) If a tenancy is for a fixed term (as opposed to a 'month-to-month' tenancy), a tenant may sublet a rental unit only with the written consent of the landlord. The landlord must not unreasonably withhold consent to the proposed sublease and may charge a tenant a fee of not more than \$20 for considering or consenting to a sublease.
- (2) If a rental unit has been sublet, the original tenant remains responsible for fulfilling the tenant's obligations under the Act, the regulations and the tenancy agreement with respect to matters that arose before the date the unit was sublet.

[\[see section 50 of the Act and section 8 of the regulations\]](#)

Protection of tenant's right to quiet enjoyment

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

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance by the landlord or other tenants;
- (c) exclusive possession of the rental unit; and
- (d) use of common areas for reasonable and lawful purposes.

[\[see section 44 of the Act\]](#)

Landlord and tenant obligations to repair and maintain

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

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

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

[\[see section 49 of the Act\]](#)

Landlord's right to enter rental unit

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

- (a) the tenant gives permission at the time of the entry;
- (b) at least 24 hours (and not more than seven days) before the entry, the landlord gives the tenant written notice that sets out the date and time of entry and a reasonable purpose for entering;
- (c) the landlord enters the unit to provide housekeeping or related services pursuant to a written agreement with the tenant;
- (d) the landlord has an order from the ORT that authorizes the entry;
- (e) the tenant appears to have abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

(2) The notice provided by the landlord must state a maximum four-hour period during which the landlord will enter the rental unit.

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

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

(5) Entry can only be made between 8 a.m. and 8 p.m. on a day that is not a Sunday or a day of religious worship for the tenant, unless the tenant otherwise agrees.

[\[see section 45 of the Act\]](#)

Notice of entry to show rental unit to prospective tenants

10(1) If a tenant has given notice to end the tenancy or if a fixed term tenancy is ending and there will not be a new tenancy agreement between the same landlord and tenant, the landlord may enter the rental unit for the purpose of showing it to prospective tenants, but only if:

- (a) the tenant has given permission;
- (b) the landlord gives notice (which the tenant has received) at least two hours before entry; or
- (c) the landlord and the tenant have agreed in writing to the circumstances under which the landlord may enter the rental unit, provided that the terms are reasonable and the agreement is entered into after the tenant has given notice to end the tenancy or, in the case of a fixed term tenancy, the tenant is aware that the tenancy is ending and there will not be a new tenancy agreement.

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

[\[see section 7 of the regulations\]](#)

Tenant's right of access protected

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

Prohibitions on changes to locks and other access

12(1) Neither a landlord nor a tenant may change locks or security codes to a rental unit unless:

- (a) they agree to the change and if the landlord changes the locks or security code, the landlord gives the tenant new keys or the new security code; or
- (b) a hearing officer has ordered the change.

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

[\[see section 48 of the Act\]](#)

Notice at end of fixed term tenancy

13(1) At least two months before a fixed term tenancy is to end, the landlord must serve a notice in writing on the tenant saying whether or not the landlord is prepared to enter into a new tenancy agreement, and if so, what the terms of the tenancy agreement would be.

(2) Within one month after receiving the landlord's notice, if the tenant is willing to enter a new tenancy agreement on the landlord's terms, the tenant must advise the landlord in writing of the decision. If the tenant does not provide written notice to the landlord within that time, at the end of the term of the tenancy agreement the tenant must vacate the premises.

[see section 55 of the Act and section 8.2 of the regulations]

Landlord entitled to make rules

14(1) A landlord is entitled to make reasonable rules about the tenant's use, occupancy or maintenance of the rental unit and the tenant's use of the services and facilities.

(2) The rules must be in writing and brought to the tenant's attention.

[see section 22.1 of the Act]

How a tenancy ends

15(1) A tenancy can be ended only if:

(a) the tenant or landlord gives written notice to end the tenancy in accordance with sections 56 to 61 of the Act;

[see Standard Conditions 16 to 19, below]

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

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

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

(e) the ORT orders that the tenancy is ended.

(2) A tenancy for a fixed term (as opposed to a 'month-to-month' tenancy) ends on the date specified in the tenancy agreement unless the landlord and tenant have entered into a new tenancy agreement.

[see section 55 of the Act]

Tenant's notice

16(1) A tenant may end a month-to-month tenancy by giving the landlord notice at least one month before the day of the month on which rent is payable.

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

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

(4) A notice to end the tenancy under subparagraph (3) must state the reason for ending the tenancy.

[see section 56 of the Act]

Landlord's notice for non-payment of rent

17(1) A landlord may end a tenancy immediately by serving a notice to end the tenancy if rent is unpaid for a period of more than 15 days after it is due. If a tenant does not vacate the unit in response to the notice, the landlord can make an application to the ORT for possession of the unit.

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

[\[see section 57 of the Act\]](#)

Landlord's notice for cause

18(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- (a) the tenant does not pay the security deposit within 30 days after the date the payment is due;
- (b) the tenant is repeatedly late paying rent;
- (c) there are an unreasonable number of people living in a rental unit;
- (d) the tenant (or a person permitted on the residential property by the tenant) has significantly interfered with or unreasonably disturbed other tenants or neighbours, has seriously jeopardized the health, safety or lawful rights of another tenant or neighbour, or has put the landlord's property at significant risk;
- (e) the tenant (or a person permitted on the residential property by the tenant) has engaged in noxious, offensive or illegal activity;
- (f) the tenant does not repair damage to the residential property within a reasonable time;
- (g) the tenant has breached an important term of the agreement and not remedied the problem within a reasonable time;
- (h) the tenant attempts to sublet the rental unit without obtaining the landlord's written consent;
- (i) the tenant has repeatedly violated the landlord's reasonable rules;
- (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 in accordance with the order of any lawful authority, including the ORT;
- (l) the tenant (or a person permitted in the rental unit by the tenant) after receiving notice, continues to smoke in a house that is also the landlord's principal residence;
- (m) the tenant has breached a municipal bylaw that could result in an assessment against the landlord's property taxes.

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

[\[see section 58 of the Act\]](#)

Landlord's application for order ending tenancy early

19(1) A landlord may apply to the ORT for an order that will end the tenancy early if it would be unreasonable to require the landlord to give notice under standard condition 18.

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

- (a) significantly interfered with or unreasonably disturbed another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
- (b) seriously jeopardized the health or safety or a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
- (c) put the landlord's property at significant risk;
- (d) engaged in a noxious, offensive or illegal activity that:
 - (i) has caused or is likely to cause damage to the landlord's property;
 - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property; or
 - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
- (e) caused extraordinary damage to the residential property.

[\[see section 68 of the Act\]](#)

Landlord's notice at end of employment with the landlord

20 A landlord may end the tenancy of his or her own employee after the employment is ended by providing at least one month's notice.

[\[see section 59 of the Act\]](#)

Landlord's use of property

21 A landlord may end a tenancy for certain reasons related to the landlord's use of the property (e.g., the landlord or a close family member or friend will occupy the property; renovations require vacant possession; demolition; sale to someone who will occupy the property).

[\[The provisions are set out in detail in sections 60, 61 and 62 of the Act.\]](#)

Leaving the rental unit at the end of a tenancy

22 When a tenant vacates a rental unit:

- (a) the tenant must return all keys to the landlord; and
- (b) the rental unit must be reasonably clean and undamaged, except for reasonable wear and tear.

[see section 51 of the Act]

When landlord may regain possession of rental unit

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

- (a) the tenant has vacated or abandoned the rental unit; or
- (b) the landlord obtains an order for possession, and a writ of possession has been directed to a sheriff, pursuant to subsection 70(13) of the Act.

[see also section 65 of the Act]

Liability for not complying with the Act or a tenancy agreement

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

[see section 8 of the Act]

Disputes

25(1) Either the tenant or the landlord has the right to apply for a resolution of a residential tenancy dispute that cannot be resolved between themselves.

(2) Any application regarding a residential tenancy dispute must be made to the ORT in accordance with the Act and the regulations within two years after the date of the event that is the subject of the dispute.

[see sections 70 and 70.1 of the Act]

Housing programs

26(1) The Act and the regulations contain special provisions regarding:

- (a) housing provided by public housing authorities; and
- (b) living accommodation provided pursuant to a housing program.

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

[see Division 2 of Part III, Part IV and Part V of the Act]

Notices

27 Notices required by the Act or the regulations must be in writing. Most notices and documents can be served by personal service, registered mail, ordinary mail or by electronic means. Refer to the Act and regulations for details.

[see section 82 of the Act and section 12 of the regulations]

24 Dec 2015 SR 113/2015 s12.