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PART II/PARTIE II

REVISED REGULATIONS OF SASKATCHEWAN/ RÈGLEMENTS RÉVISÉS DE LA SASKATCHEWAN

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<i>The Asbestos Registry for Public Buildings Regulations</i>	P-37.1 Reg 16
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REVISED REGULATIONS OF SASKATCHEWAN

CHAPTER P-37.1 REG 16

The Public Health Act, 1994

Section 19.1

Order in Council 93/2014, dated March 11, 2014

(Filed March 12, 2014)

Title

1 These regulations may be cited as *The Asbestos Registry for Public Buildings Regulations*.

Interpretation

2 In these regulations “Act” means *The Public Health Act, 1994*.

Prescribed Crown corporations

3 For the purposes of paragraph 19.1(1)(b)(i)(B) of the Act, a Crown corporation within the meaning of *The Crown Corporations Act, 1993* is a prescribed Crown corporation.

Coming into force

4 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 5/2014

The Occupational Health and Safety Act, 1993

Section 44

Order in Council 94/2014, dated March 11, 2014

(Filed March 12, 2014)

Title

1 These regulations may be cited as *The Occupational Health and Safety Amendment Regulations, 2014*.

R.R.S. c.O-1.1 Reg 1 amended

2 *The Occupational Health and Safety Regulations, 1996* are amended in the manner set forth in these regulations.

Section 42 amended

3 **Section 42 is amended:**

- (a) by renumbering it as subsection 42(1);
- (b) by repealing clause (1)(b); and

(c) by adding the following subsection after subsection (1):

“(2) The employer shall maintain a copy of the minutes and have them readily available for inspection by a committee member or an occupational health officer”.

Section 330 amended

4 The following clause is added after clause 330(b):

“(b.1) ‘**asbestos-containing material**’ means:

- (i) vermiculite determined to contain any asbestos when tested according to an approved method; or
- (ii) any material, other than vermiculite, that when tested according to an approved method is determined to contain:
 - (A) a proportion of asbestos greater than 0.5%, if the material is friable; or
 - (B) a proportion of asbestos greater than 1.0%, if the material is non-friable”.

Section 334 amended

5(1) Subsection 334(1) is repealed and the following substituted:

“(1) Subject to subsection (3), an employer, contractor or owner shall identify and keep a written record of the following materials that the employer, contractor or owner knows or may reasonably be expected to know are present in a place of employment and with which workers may come into contact:

- (a) asbestos-containing material;
- (b) subject to subsection (2), any material likely to contain asbestos”.

(2) Subsection 334(4) is amended by adding “and assessment” after “identification”.

(3) The following subsections are added after subsection 334(4):

“(4.1) An employer, contractor or owner shall ensure that the written record mentioned in subsection (1) includes the following information for each asbestos-containing material or each type of asbestos-containing material:

- (a) its location;
- (b) its characteristics;
- (c) its accessibility.

“(4.2) An employer, contractor or owner shall ensure that the written record mentioned in subsection (1) is updated each time asbestos-containing material is added to or removed from the place of employment”.

(4) Subsection 334(5) is repealed and the following substituted:

“(5) An employer, contractor or owner shall make a copy of the written record mentioned in subsections (1), (3), (4.1) and (4.2) readily available for reference by:

- (a) the committee;
- (b) the representative; and
- (c) the workers”.

Coming into force

- 6** These regulations come into force on the later of:
- (a) May 7, 2014; and
 - (b) the expiration of 60 days from the day on which they are published in the Gazette.

SASKATCHEWAN REGULATIONS 6/2014*The Health Information Protection Act*

Section 63

Order in Council 95/2014, dated March 11, 2014

(Filed March 12, 2014)

Title

- 1** These regulations may be cited as *The Health Information Protection Amendment Regulations, 2014*.

R.R.S. c.H-0.021 Reg 1, new sections 6.1 to 6.3

- 2** *The Health Information Protection Regulations* are amended by adding the following sections after section 6:

“Disclosure by the college of certain personal health information

- 6.1(1)** In this section and in sections 6.2 and 6.3:

- (a) **‘college’** means the College of Physicians and Surgeons of the Province of Saskatchewan;
- (b) **‘drug’** means a drug that is listed in section 18.1 of the college’s bylaws and is approved by the minister;
- (c) **‘health professional’** means a person who:
 - (i) is licensed pursuant to an Act for which the minister is responsible; and
 - (ii) is authorized by *The Drug Schedules Regulations, 1997* to prescribe or dispense a drug;
- (d) **‘health professional body’** means a body other than the college that, pursuant to an Act for which the minister is responsible, regulates health professionals;
- (e) **‘program’** means a program to monitor the prescribing, dispensing or use of drugs that is authorized by a bylaw that:
 - (i) is made pursuant to *The Medical Profession Act, 1981* or an Act that regulates a health professional body; and
 - (ii) is approved by the minister.

(2) The college may use or disclose personal health information in its custody and control without the consent of the subject individual in one or more of the following cases:

- (a) the use or disclosure is made for the purposes of a program;
- (b) the disclosure is to a trustee who controls the operation of a proprietary pharmacy as defined in *The Pharmacy Act, 1996*;
- (c) the disclosure is made to a health professional;
- (d) the disclosure is made to a health professional body.

“Disclosure by health professional bodies of certain personal health information

6.2(1) A health professional body to which personal health information is disclosed pursuant to clause 6.1(2)(d) or section 6.3 may disclose that information:

- (a) subject to subsection (2), to the college or another health professional body, as the case may be, if the disclosure is made for the purposes of a program; or
- (b) to a health professional if the disclosure is made for the purposes of a program.

(2) A health professional body to which personal health information is disclosed pursuant to clause (1)(a), clause 6.1(2)(d) or section 6.3 shall only use or disclose that personal health information for one or more of the following purposes:

- (a) for a purpose authorized by a bylaw that:
 - (i) is made pursuant to an Act that regulates a health professional body; and
 - (ii) is approved by the minister;
- (b) for the purpose of carrying out its duties with respect to regulating the members of its profession;
- (c) for the purposes of a program.

“Disclosure by health professional of certain personal health information

6.3 A health professional may disclose to the college or to a health professional body personal health information in his or her custody and control without the consent of the subject individual if the disclosure is made for the purposes of a program”.

Coming into force

3 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 7/2014*The Members' Conflict of Interest Act*

Section 35

Order in Council 96/2014, dated March 11, 2014

(Filed March 12, 2014)

Title

1 These regulations may be cited as *The Members' Conflict of Interest Amendment Regulations, 2014*.

R.R.S. c.M-11.11 Reg 1 amended

2 *The Members' Conflict of Interest Regulations* are amended in the manner set forth in these regulations.

New section 4.1

3 The following section is added after section 4:

“Exemptions from public disclosure statement

4.1 The following information is exempted from being provided in a public disclosure statement for a member that is filed by the commissioner pursuant to section 12 of the Act:

- (a) the name of any dependent child of the member;
- (b) the address of any personal residence or personal recreational property that the member or any of the member's family has any interest in or title or right to”.

New Form 2

4 Form 2 of the Appendix is repealed and the following substituted:

“FORM 2
[Subsection 5(2)]

“FORM 2 - Schedule A

“MEMBER’S PUBLIC DISCLOSURE STATEMENT MEMBER’S SPOUSE

NAME OF MEMBER: _____

NAME OF SPOUSE: _____

I. INCOME:

Name and address of each business from which the member’s spouse receives remuneration for services as an employee, officer, director, trustee, partner or owner (see clause 13(1)(b) of *The Members’ Conflict of Interest Act*):

Name	Address	Position Held
_____	_____	_____
_____	_____	_____
_____	_____	_____

II. ASSETS:

1. Name and address of the registered office of each corporation in which the member’s spouse holds any shares, share warrants or share purchase options:

Name	Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Name and address of all sole proprietorships or partnerships in which the member’s spouse has an interest:

Name	Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Identity of bonds and debentures with a value of greater than \$2,000:*
Bonds and Debentures

4. Identity of investment funds, mutual funds, investment trusts or similar securities:**
Investment

5. Municipal address or legal description of any real property, inside or outside Saskatchewan, that the member's spouse has any interest in or title or right to:***
Address or Legal Description Nature of Interest

III. GOVERNMENT CONTRACTS:

Identity and extent of the member's spouse's participation in any Government contract as defined in section 15 of *The Members' Conflict of Interest Act*:

Description of Contract Address Nature of Interest

IV. GIFTS AND BENEFITS:

Identity and the extent of any gift or personal benefit received by the member's spouse and mentioned in a disclosure statement filed pursuant to subsection 7(3) of *The Members' Conflict of Interest Act*:

Identity Extent

V. OTHER:

1. The identity of any grant or subsidy from the Crown that was received by the member's spouse.****

Identity Extent

2. Name and address of each corporation, organization or association of which the member's spouse is an officer or director:

Name	Address	Position
<hr/>		
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3. Other information as directed by the commissioner pursuant to clause 13(1)(l) of *The Members' Conflict of Interest Act*:

* Clause 13(1)(f) of *The Members' Conflict of Interest Act* does not require public disclosure of Treasury Bills or bonds issued by the Government of Canada, the government of any province or territory of Canada or any municipal government in Canada.

** Clause 13(1)(g) of *The Members' Conflict of Interest Act* does not require public disclosure of registered retirement savings plans (rrsps), other than self-directed plans, registered home ownership savings plans (rhosps), registered education savings plans, accounts and term deposits held in banks listed in Schedule I or II to the *Bank Act* (Canada) or in any other financial institutions in Saskatchewan that are lawfully entitled to accept deposits, pension plans or insurance policies.

*** Section 4.1 of *The Members' Conflict of Interest Regulations* exempts from public disclosure the address of any personal residence or personal recreational property that the member or any of the member's family has any interest in or title or right to.

**** Clause 13(1)(k) of *The Members' Conflict of Interest Act* does not require public disclosure of a grant or subsidy that is paid pursuant to a government contract or pursuant to an Act or regulation where the authority of the grant or subsidy is not subject to the discretion of any individual and the standard terms and conditions of eligibility are objective in nature and are prescribed in an Act or regulation.

NOTE: Unless disclosure is directed by the commissioner pursuant to subsection 13(3) of *The Members' Conflict of Interest Act*, the value or amounts of any items required to be in this disclosure statement will not be disclosed in this public disclosure statement.



**FORM 2 - SCHEDULE B
SHORT FORM**

**MEMBER'S PUBLIC DISCLOSURE STATEMENT
DEPENDENT CHILD(REN)**

SHORT FORM

NAME OF MEMBER: _____

DEPENDENT CHILD(REN):

Dependent Child #1

(If applicable)

Dependent Child #2

Dependent Child #3

Dependent Child #4

etc. as required

The above dependent child(ren) do not have any assets, liabilities, and/or financial interests having a value of more than \$1,000.

Prepared by Office of the Conflicts Commissioner

Date: _____

NOTE: *The Members' Conflict of Interest Regulations* exempt from public disclosure the name of any dependent child of the member.

**FORM 2 - SCHEDULE B****MEMBER'S PUBLIC DISCLOSURE STATEMENT DEPENDENT
CHILD(REN)**

NAME OF MEMBER: _____

DEPENDENT CHILD(REN): Dependent Child #1

(If applicable)

 Dependent Child #2 Dependent Child #3 Dependent Child #4

etc. as required

Prepared by Office of the Conflicts Commissioner

Date: _____

NOTE: *The Members' Conflict of Interest Regulations* exempt from public disclosure the name of any dependent child of the member.

FORM 2 - Schedule B
MEMBER'S PUBLIC DISCLOSURE STATEMENT

NAME OF MEMBER: _____

DEPENDENT CHILD(REN):

Dependent Child #1

(If applicable)

Dependent Child #2

Dependent Child #3

Dependent Child #4

etc. as required

1. INCOME:

Name and address of each business from which the member's child receives remuneration for services as an employee, officer, director, trustee, partner or owner (*see clause 13(1)(b) of The Members' Conflict of Interest Act*):

Name	Address	Position Held
_____	_____	_____
_____	_____	_____
_____	_____	_____

II. ASSETS:

1. Name and address of the registered office of each corporation in which the member's child holds any shares, share warrants or share purchase options:

Name	Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Name and address of all sole proprietorships or partnerships in which the member's child has an interest:

Name	Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Identity of bonds and debentures with a value of greater than \$2,000:*

Bonds and Debentures

- 4. Identity of investment funds, mutual funds, investment trusts or similar securities:**
Investment

- 5. Municipal address or legal description of any real property, inside or outside Saskatchewan, that the member's child has any interest in or title or right to:***

Address or Legal Description	Nature of Interest
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III. GOVERNMENT CONTRACTS:

Identity and extent of the member's child's participation in any Government contract as defined in section 15 of *The Members' Conflict of Interest Act*:

Description of Contract	Nature of Interest
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IV. GIFT AND BENEFITS:

Identity and the extent of any gift or personal benefit received by the member's child and mentioned in a disclosure statement filed pursuant to subsection 7(3) of *The Members' Conflict of Interest Act*:

Identity	Extent
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V. OTHER:

- 1. The identity of any grant or subsidy from the Crown that was received by the member's child:****

Identity	Extent
----------	--------

2. Name and address of each corporation, organization or association of which the member's child is an officer or director:

Name	Address	Position

3. Other information as directed by the commissioner pursuant to clause 13(1)(l) of *The Members' Conflict of Interest Act*:

* Clause 13(1)(f) of *The Members' Conflict of Interest Act* does not require public disclosure of Treasury Bills or bonds issued by the Government of Canada, the government of any province or territory of Canada or any municipal government in Canada.

** Clause 13(1)(g) of *The Members' Conflict of Interest Act* does not require public disclosure of registered retirement savings plans (rrsps), other than self-directed plans, registered home ownership savings plans (rhosps), registered education savings plans, accounts and term deposits held in banks listed in Schedule I or II to the *Bank Act* (Canada) or in any other financial institutions in Saskatchewan that are lawfully entitled to accept deposits, pension plans or insurance policies.

*** Section 4.1 of *The Members' Conflict of Interest Regulations* exempts from public disclosure the address of any personal residence or personal recreational property that the member or any of the member's family has any interest in or title or right to.

**** Clause 13(1)(k) of *The Members' Conflict of Interest Act* does not require public disclosure of a grant or subsidy that is paid pursuant to a government contract or pursuant to an Act or regulation where the authority of the grant or subsidy is not subject to the discretion of any individual and the standard terms and conditions of eligibility are objective in nature and are prescribed in an Act or regulation.

NOTE: Unless disclosure is directed by the commissioner pursuant to subsection 13(3) of *The Members' Conflict of Interest Act*, the value or amounts of any items required to be in this disclosure statement will not be disclosed in this public disclosure statement.

NOTE: *The Members' Conflict of Interest Regulations* exempt from public disclosure the name of any dependent child of the member”.

Coming into force

- 5 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 8/2014*The Residential Tenancies Act, 2006*

Section 81

Order in Council 97/2014, dated March 11, 2014

(Filed March 12, 2014)

Title

1 These regulations may be cited as *The Residential Tenancies Amendment Regulations, 2014*.

R.R.S. c. R-22.0001 Reg 1 amended

2 *The Residential Tenancies Regulations, 2007* are amended in the manner set forth in these regulations.

Section 2 amended

3 **Subsection 2(4) is repealed.**

Section 8.1 amended

4 **Section 8.1 is amended:**

(a) by renumbering it as subsection 8.1(1);

(b) in subsection (1) by adding “, subsection (2) and section 9” after “(2)(b) of the Act”; and

(c) by adding the following subsection after subsection (1):

“(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)”.

Section 8.3 amended

5 **Section 8.3 is amended:**

(a) by renumbering it as subsection 8.3(1); and

(b) by adding the following subsection after subsection (1):

“(2) A hearing officer may specify the date on which any writ of possession ordered pursuant to subsection 70(13) of the Act expires”.

New section 9**6 Section 9 is repealed and the following substituted:****“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”.

Section 10 amended**7 Section 10 is amended:**

- (a) by renumbering it as subsection 10(1); and**
- (b) by adding the following subsection after subsection (1):**

“(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”.

Section 11 amended

8 Section 11 is amended by striking out “\$10,000” and substituting “the monetary limit prescribed pursuant to *The Small Claims Act, 1997*”.

Section 12 amended**9 Subsection 12(1) is repealed and the following substituted:**

“(1) In addition to the methods mentioned in clauses 82(6)(a) and (b) of the Act, a notice or other document required to be served on the director may be served:

- (a) by facsimile transmission to the Office of Residential Tenancies; or
- (b) by electronic mail to the Office of Residential Tenancies.

“(1.1) A notice required to be served on a former tenant may be served at the forwarding address mentioned in clause 32(2)(a) of the Act by registered or ordinary mail”.

Section 13 amended

10 Subsection 13(2) is repealed and the following substituted:

“(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”.

Appendix, new Part I

11 Part I of the Appendix is repealed and the following substituted:

“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)”.

Appendix, new Part II

12 Part II of the Appendix is repealed and the following substituted:

“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 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 Office of Residential Tenancies 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 Office of Residential Tenancies.

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

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

[see sections 41, 42 and 43 of the 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 Rental Housing Industry Association;

(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 Rental Housing Industry Association.

(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 Office of Residential Tenancies 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 Office of Residential Tenancies that authorizes the entry;
- (e) the tenant appears to have abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

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

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

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

[see section 45 of the Act]

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

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

- (a) the tenant has given permission;
- (b) the landlord gives notice (which the tenant has received) at least two hours before entry; or
- (c) the landlord and the tenant have agreed in writing to the circumstances under which the landlord may enter the rental unit, provided that the terms are reasonable and the agreement is entered into after the tenant has given notice to end the tenancy.

(2) If a landlord does not have permission from the tenant and there is no written agreement, the landlord must make a reasonable effort, at least two hours before entry, to contact the tenant at a phone number or 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 both 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]

“How a tenancy ends

14(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 15 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 Office of Residential Tenancies 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

15(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

16(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 Office of Residential Tenancies for possession of the unit.

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

[see section 57 of the Act]

“Landlord’s notice for cause

17(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- (a) the tenant does not pay the security deposit within 30 days after the date the payment is due;
- (b) the tenant is repeatedly late paying rent;
- (c) there are an unreasonable number of people living in a rental unit;
- (d) the tenant (or a person permitted on the residential property by the tenant) has significantly interfered with or unreasonably disturbed other tenants or neighbours, has seriously jeopardized the health, safety or lawful rights of another tenant or neighbour, or has put the landlord’s property at significant risk;
- (e) the tenant (or a person permitted on the residential property by the tenant) has engaged in noxious, offensive or illegal activity;
- (f) the tenant does not repair damage to the residential property within a reasonable time;
- (g) the tenant has breached an important term of the agreement and not remedied the problem within a reasonable time;
- (h) the tenant attempts to sublet the rental unit without obtaining the landlord’s written consent;
- (i) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;
- (j) the rental unit must be vacated in accordance with the order of any lawful authority, including the Office of Residential Tenancies;
- (k) the tenant (or a person permitted in the rental unit by the tenant) after receiving notice, continues to smoke in a house that is also the landlord’s principal residence.

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

[see section 58 of the Act]

“Landlord’s application for order ending tenancy early

18(1) A landlord may apply to the Office of Residential Tenancies for an order that will end the tenancy early if it would be unreasonable to require the landlord to give notice under standard condition 17.

(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

19 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

20 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

21 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

22 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

23 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]

“Public housing authorities

24(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 social housing program.
- (2) The provisions contain different rules for security deposits, rent increases and termination for such tenancies.

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

“Notices

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

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

“Disputes

26(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 shall be made to the Office of Residential Tenancies in accordance with the Act and the regulations.

[see section 70 of the Act]”.

Coming into force

13 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

