

Nunavut

Many terms may relate to legal rights and obligations that are subject to change from time to time. Exact interpretation of terminology, acts and related regulations depend on the laws/legal procedures within the province. The following are only excerpts from Nunavut's Residential Tenancies Act and Regulations and is for information purposes only and does not constitute any legal advice. If you require further information about Nunavut laws and regulations, you should contact your rental authority listed at the bottom of this page or consult with a lawyer.

Governing or Regulatory Body: Department of Justice is responsible for the Residential Tenancies Act

Nunavut Housing Corporation is responsible for public and government staff housing on behalf of the Government of Nunavut

Name of Act/Regulations: Residential Tenancies Act

Types of Housing/Living Arrangements Covered by the Territorial Legislation

Premises rented for residential purposes: houses, mobile homes, apartments and rooms in boarding or lodging houses.

Exclusions: Hotels, motels, tourist homes, hostels and temporary shelters; co-op housing (unless rented out to a person who is not a co-op member); living quarters attached to a rented business space and rented to the tenant under a single tenancy agreement covering both the business space and the living quarters; living accommodation occupied by a person for penal, correctional, rehabilitative or therapeutic purposes or for the purpose of receiving care.

Special Rules Apply to Certain Premises:

- Caretakers' units;
- premises provided to the tenant as a job benefit;
- subsidized public housing units — operating under the Nunavut Housing Corporation and its Local Housing Organizations (LHO);
- premises provided by a school to a tenant who is a student or staff member;
- premises whose bathroom or kitchen facilities are shared by the landlord and tenant;
- premises that are the only home of the landlord in Nunavut.

Types of Rental Periods

Leases can be periodic (week-to-week or month-to-month); or fixed term (the tenancy will end on a specified date).

Is a signed lease required?

No. A tenancy agreement may be written, verbal, or implied. A written tenancy agreement is recommended, but the law does not require it. Most landlords use written agreements.

Is a signed move in/move out condition report required?

Yes, if a security deposit is requested. Whenever a security deposit is requested, the landlord and tenant both sign an inspection report when the tenancy begins.

Deposits

The equivalent of one month's rent unless the premises are rented on a weekly basis, in which case the amount of the security deposit may not be greater than the value of one week's rent. Landlords of subsidized housing may use the true market value of the rent to calculate the security deposit.

Note: If the tenancy is for more than week-to-week, the tenant may pay half the security deposit when the tenant moves in and the remainder within three months. The landlord must return the security deposit to the tenant with interest, within ten days after the tenant vacates the rental premises. Interest on security deposits is calculated at a rate equal to the chartered bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada in the Bank of Canada Review. This rate takes effect on the first day of January in the year that the interest is credited. Landlords must give the tenant an itemized statement of their account for any part of the security deposit that is being retained by the landlord.

A landlord can retain all or part of the security deposit for rent arrears or for repairs or damage caused by a tenant to the rental premises.

Key Money

Requiring key money is illegal. Requiring any deposit other than a security deposit is prohibited.

Post-dated Cheques

Landlords may request post-dated cheques, but tenants are not obliged to comply.

Renewal of a Lease Term

When a tenancy agreement ends on a specific date, and if a new yearly tenancy agreement or notice to terminate was not given by either party, then the landlord and tenant shall be deemed to renew the tenancy agreement on that date as a monthly tenancy.

Exceptions: The Residential Tenancy Act does not apply to Nunavut Housing Corporation Subsidized Public Housing and Staff Housing lease renewals, sublets and assignments, or rent increases. To live in public housing tenants must remain eligible for the assistance and for staff housing tenants must remain employed by the unit's owner.

A term tenancy agreement is deemed to be renewed on the expiry date as a month-to-month agreement unless:

- a) a landlord and tenant have entered into a new tenancy agreement, or
- b) the tenancy agreement has been terminated in accordance with the Act, or
- c) the residential complex is composed of a single rental premise which was the only residence of the landlord in Nunavut.

Terminating a Tenancy (Lease): Notice and Timing

Prior to a lease terminating, it is the responsibility of landlord and tenant to re-negotiate terms or terminate the lease. Landlords may only terminate a tenancy for specified reasons as set out in the legislation and cannot terminate simply because a fixed term has expired. When a fixed term tenancy goes to a month to month term, the landlord cannot force a tenant to sign another lease or agree to another fixed term. When a lease is renewed, unless otherwise agreed, other than the new term of the lease, all other conditions of the lease remain the same.

A notice of termination from either a landlord or a tenant must meet the following requirements:

1. The notice must be in writing and signed by the landlord or tenant giving the notice;
2. The notice must identify the rental premises;
3. The notice must state the date when the tenancy is to terminate, and
4. The notice must state the reason for the termination.

If the notice is not proper, or is not properly served, it is invalid and the tenancy continues.

A tenancy may only be terminated:

- by a written agreement of the landlord and tenant;
- in limited circumstances, by notice given by the landlord;
- by notice given by the tenant;
- by legal order;
- where the premises are provided to an employee as a job benefit, by lawful termination of the tenant's employment;
- by abandonment of the premises by the tenant.

Termination by a tenant of a fixed-term agreement must occur no later than 30 days before the end of the term. For a periodic tenancy agreement (an agreement that does not specify a date of termination) the following cases apply:

- for a weekly tenancy, at least seven days before the termination date stated in the notice;
- for a monthly tenancy that has continued for less than 12 months, at least 30 days before the termination date stated in the notice;
- for a monthly tenancy that has continued 12 months or more, at least 60 days before the termination date stated in the notice.

Assignments and Sublets

Tenants may sublet their premises if the landlord agrees. If the landlord refuses consent, the tenant may appeal to the Rental Officer and may obtain permission to sublet. When tenants sublet they remain responsible to the landlord for rent and for any breaches of the tenancy agreement committed by the sub-tenant. For assignments tenants need the landlord's consent but have no possibility to appeal to the Rental Officer. When a tenancy is assigned, the former tenant transfers all of his or her rights and duties to the new tenant.

A landlord is not entitled to change terms in the sub-lease but may charge up to a maximum of \$50.00 for expenses for granting consent to an assignment or sublease. The Landlord's consent to assign or sublet must be in writing.

Agreements must be signed by the tenant and sub-tenant and attached to a copy of the written tenancy agreement. Tenants in Public Housing and Staff Housing units cannot sublet or assign their units.

Rent Increases: Notice and Timing

A landlord may not increase the rent for a rental premises more than once every 12 months. The landlord must give at least 3 month's written notice of the increase. On the day before the increase comes into effect a tenant who receives a proper notice of rent increase may treat such a notice as a notice to terminate the tenancy. To exercise this right to terminate the tenancy, the tenant must inform the landlord in writing of his or her decision to vacate. The landlord may re-rent the premises, but must keep the rent for the new tenant at the same level stated in the notice. The Nunavut Housing Corporation is exempt from the requirement to give notice of rent increases for Public Housing units.

Late Rent Payments

A tenant who pays his rent later than the dates specified by the tenancy agreement is subject to a penalty. The penalty is calculated for each day that the rent is late by multiplying the rent due by the chartered bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada, in effect on the first day of January in the year that the late payment is calculated and dividing by 365.

Evictions

If the tenant does not leave after being properly served a termination notice or an order to vacate, the landlord must obtain an eviction order from the Rental Officer and register this with the Nunavut Supreme Court. Applications for eviction orders must be served on the other party at least 5 days before the date scheduled for the hearing. Both parties should have a lawyer at the hearing. If an eviction order is granted, a "writ of possession" from the Supreme Court Clerk is also required. The landlord delivers the Order of Eviction and the Writ to the Sheriff. The Sheriff first must make a reasonable demand to access the premises, but then may force open the door to the premises if necessary. Resisting the Sheriff in these circumstances can lead to criminal prosecution.

Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords may enter the rental premises between 8 a.m. and 8 p.m. A landlord shall give written notice to the tenant at least 24 hours before the first time of entry, specifying the purpose of entry including the days and the hours during which the landlord intends to enter the rental premises.

A tenant may specify alternative days and hours that are reasonable under the circumstances.

A landlord has the right to enter the rental premises to:

- perform the landlord's obligations under the Act and tenancy agreement,
- inspect the rental premises where the tenant has requested consent to do an assignment or subletting agreement,
- show the rental premises to prospective tenants,
- show the rental premises to prospective purchasers of the complex,
- inspect the rental premises every six months,

- permit a mortgagee or an insurer to inspect premises where a mortgage or insurance coverage is being arranged,
- inspect the rental premises on the day the tenant vacates the premises.

A landlord has the right to enter the rental premises without giving the notice required where:

- an emergency exists;
- the tenant consents at the time of entry;
- the landlord has reasonable grounds to believe that the tenant has vacated or abandoned the rental premises.

May the tenant withhold rent for repairs?

No. Tenants may make an application to forward the rent to the Rental Officer until the dispute is rectified.

Changing Locks

Locks to a rental premises can only be changed by mutual consent from the tenant and the landlord. A landlord or tenant shall not change the locks on any entrance to the residential complex in order to interfere with the other's access to the complex.

Pets and Smoking

May a landlord refuse to rent to a tenant who has pets?

In Public Housing units, landlords may not refuse to rent a unit to a tenant who has a pet. For private rentals, a landlord may refuse to rent to a tenant who has pets. If pets are allowed in the tenancy agreement, or the agreement does not address this issue, then pets are permitted in the rental unit.

May a landlord include a no-smoking clause in the lease?

Yes.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Yes, if no smoking/no pets is a condition of the lease then the landlord may evict the tenant. The Rental Officer reviewing the termination of the tenancy would ask if evicting the tenant is reasonable; as long as it was potentially interfering with other tenants' 'quiet enjoyment' the tenant could be evicted.

Other

Nunavut's Residential Tenancy Act is based on the Northwest Territories' Act, which came into effect February 6, 1988. To encourage out-of-court settlements, the Rental Officer is given many of the powers formerly held only by the courts. The function of the Rental Officer is to provide information, mediation and to act as a judge as circumstances warrant. In cases where parties cannot reach an agreement through mediation, the Rental Officer must hold a hearing. At hearings, the Rental Officer begins to act like a judge. An order of the Rental Officer is enforceable in the Courts.

For general information about renting in Nunavut contact:

Nunavut Housing Corporation

2nd Floor Bldg 1553 Federal Road
P.O. Box 1000, Station 1400
Iqaluit, Nunavut
X0A 0H0
Tel: 867-975-7200
Fax: 867-979-4194
www.nunavuthousing.ca

For information in regards to the Residential Tenancies Act contact:

Residential Tenancies Office (Rental Officer)

Residential Tenancies Office

Department of Justice
Government of Nunavut
P.O. Box 1000 Station 590
Nunavut, X0A 0H0

Rentals Officer
Tel.: 867-975-7291
Fax: 867-975-7294
Email: rentaloffice@gov.nu.ca

Consolidation of the Residential Tenancies Act (Nunavut)

www.canlii.org/en/nu/laws/stat/rsnwt-nu-1988-c-r-5/latest/part-1/rsnwt-nu-1988-c-r-5-part-1.pdf