

Saskatchewan

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 Saskatchewan's Residential Tenancies Act and Residential Tenancies Regulations and is for information purposes only and does not constitute any legal advice. If you require further information about Saskatchewan 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: Office of Residential Tenancies (ORT)

Name of Act / Regulations: The Residential Tenancies Act, 2006 and The Residential Tenancies Regulations, 2007

Exclusions:

- educational residences,
- special care homes,
- accommodation attached to and rented with business premises,
- hotels, motels, cottages, resort homes if rented for less than 6 consecutive months,
- health care facilities, personal care homes and crisis shelters,
- farm homes rented by persons farming the land,
- life leases.

Types of Rental Periods

A Landlord and tenant may mutually agree to periodic, fixed or any other term.

Is a signed lease required?

Not for periodic leases. A fixed term lease of more than 3 months must be in writing, must set out the date on which the tenancy is to end, and must contain the provisions required by the Residential Tenancies Act. If the rental agreement is written, the landlord must give a signed copy to the tenant within 20 days of when the tenant signed it. Whether or not there is a written lease, the landlord must provide the tenant with an address for service and a telephone number, as well as a telephone number for emergency repairs. The Standard Conditions of a Tenancy Agreement in the Residential Tenancies Regulation apply to all tenancy agreements, written and unwritten.

Is a signed move in/move out checklist required?

No. Although a move in/move out checklist is not required, it is highly recommended.

Deposits

A maximum of one month's rent is allowed and it may be used by the landlord to cover any loss, including damages. A landlord may demand a security deposit only at the beginning of the tenancy. There is one exception — a security deposit may be demanded during a tenancy if Social Services have withdrawn a guarantee provided

in lieu of a security deposit. The security deposit can be paid in two installments. A landlord may require the tenant to pay up to one-half of the security deposit at the beginning of tenancy or, in the event of withdrawal of a Social Services guarantee, within 30 days of receipt of a written demand for payment. The remainder is due within two months or 60 days after the tenant takes possession of the rental unit, or three months after receipt of the landlord's demand in the event of withdrawal of a Social Services guarantee.

Interest is no longer payable on security deposits if the tenancy lasts less than five years.

Key Money

Requesting key money is not illegal.

Post-dated Cheques

Landlords may request post-dated cheques.

Renewal of a Term Lease

Term leases expire at the end of the term. There is no obligation on the part of the landlord or the tenant to give notice to vacate at the end of the term.

At least two months before the end of a term lease, landlords must give the tenant a notice in the approved form (Form 15) telling the tenant whether or not the landlord is willing to renew the lease, and if willing, providing the terms of renewal. Within one month after receiving the landlord's notice, if the tenant decides to enter a new tenancy agreement on the landlord's terms, the tenant must advise the landlord in writing of this decision. If the tenant does not provide written notice to the landlord within one month, at the end of the term of the tenancy agreement the tenant must vacate the premises. When a fixed term tenancy expires and becomes a month-to-month tenancy, the landlord cannot force a tenant to sign another lease or agree to a fixed term.

When a term lease is renewed by agreement of the landlord and tenant, they may agree to change any of the conditions of the lease other than those required by law. All other conditions of the lease remain except those that are changed by agreement.

Terminating a Lease: Notice and Timing

By agreement, a landlord and tenant may end the lease whenever they want.

A tenant may end a tenancy by giving the following notice:

- At least one month before the day of the month on which rent is payable for a month-to-month tenancy.
- At least one week before the day of the week on which rent is payable for a week- to- week tenancy.
- One day's notice if the landlord is in breach of a " material" term of the agreement (for example, if the rental unit has become uninhabitable). The notice must give the reason that the lease is being terminated, and if the breach can be remedied, the tenant must give the landlord a reasonable time to remedy the breach before ending the tenancy.

A landlord may end a tenancy for any of the causes set forth in the Residential Tenancies Regulation by giving the following notice:

- At least one month before the day of the month on which rent is payable for a month-to-month tenancy.
- At least one week before the day of the week on which rent is payable for a week- to- week tenancy.
- Earlier upon application to the Office of Residential Tenancies.

The landlord must give the tenant a reasonable period of time to remedy the cause for which the tenancy is being terminated if the cause can be remedied. The tenant may dispute the notice by giving notice to the landlord within 15 days after receiving the landlord's notice.

A landlord may serve notice of immediate termination whenever rent or utilities are overdue by 15 days or more.

All notices must be in writing; identifying the tenant, the landlord and the premises; be signed by the tenant or landlord giving the notice; state the move date the tenancy is to be terminated; and be delivered in person or by mail.

Assignments and Sublets

If a tenancy is for a fixed term, a tenant may sublet the premises with the landlord's written consent, and the landlord can only withhold consent when it is reasonable to do so. The landlord may charge the tenant a fee of no more than \$20 for considering or consenting to the sublease.

Rent Increases: Notice and Timing

Landlords must give one year's written notice of a rent increase for a periodic tenancy, unless they are a member in good standing of the Saskatchewan Rental Housing Industry Association (SRHIA), in which case the landlord may give six months' notice of a rent increase. If a landlord ceases to be a member in good standing of the SRHIA during the six- month notice period, the notice given by the landlord will take effect after 12 months rather than six, and the landlord must inform the tenant of this in writing. Rents may be increased only once each year unless the landlord is a member in good standing of the SRHIA, in which case rents may be increased twice each year.

In any event, no notice of a rent increase may be served within six months of the start of the tenancy or the date of the last increase, whichever is later.

Late Rent Payments

One day after the rent is due, rent that has not been paid is late. The landlord can charge a late fee if specified in the lease.

Evictions

The Act sets out reasons that can be used to evict a tenant. Some of these grounds include not paying some or all of the rent or security deposit, repeatedly late in paying rent, too many occupants, and smoking in owner-occupied home. A landlord with a valid reason to evict a tenant must give one month's notice (one week in the case of a week-to-week tenancy), except when the rent or utilities are overdue by 15 days or more or, as noted below, where the actions of the tenant give the landlord grounds for immediate termination.

If the tenant disputes the notice and refuses to leave, the landlord can apply to the Office of Residential Tenancies for an order of possession. The Office of Residential Tenancies will determine if the notice of termination is valid or not.

A landlord may request a hearing to determine if the tenancy should be immediately terminated for a number of reasons, including: significant interference with other persons; serious jeopardy of health and safety of others; creating a significant risk to the property; noxious, offensive or illegal activity that is likely to cause damage, adversely affect others or jeopardize the rights of others; or causing extraordinary actual damage. Eviction may be immediate.

Notices to end a tenancy must comply with section 63 of the Act. Approved forms are available on the website.

After a tenant has been evicted, a landlord may obtain an order from the Office of Residential Tenancies for unpaid rent and for the cost of repairs or other damages. The landlord may collect the money by enforcing the order through the courts. Enforcement may include garnishment of money and seizure of property.

Permitting Landlord Entry to the Premises (Times and Reasons)

The landlord may enter the premises in the case of an emergency or if the tenant consents. Otherwise the landlord must give 24 hours notice in writing for entry between 8 a.m. and 8 p.m. specifying a four-hour period when entry will be made. If the tenant has provided a notice to terminate the lease, the landlord can show the premises with the tenant's consent, or as may be agreed in writing with the tenant or after the landlord has made a reasonable effort to give the tenant 2 hours notice.

May the tenant withhold rent for repairs?

Withholding rent is not allowed and may result in an eviction for non-payment of rent. If a tenant has asked the landlord to make repairs and the landlord has not done so, the tenant has at least two options other than withholding rent. The tenant may bring an application to the Office of Residential Tenancies for an Order directing the landlord to carry out the repairs, and may order that the rent be reduced until the repairs are completed. Alternatively, the tenant may contact municipal authorities to determine if local bylaws set minimum standards for rental properties. If so, the tenant may ask for an inspection by municipal bylaw enforcement officers to ensure that it meets those standards. Bylaw enforcement officers may order the landlord to carry out repairs needed to comply with the bylaws.

Changing Locks

Changing locks requires the permission of both parties.

Pets and Smoking

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

Yes. 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 the conditions of the lease do not allow pets or smoking, then keeping a pet or smoking in the premises is a breach of the lease. The tenant must be given an opportunity to remedy the breach, but if the tenant does not do so, breaching the conditions of the lease may be grounds for eviction.

Other

Fire regulations, housing standards and human rights laws outside of the Residential Tenancy Act also apply. Allowable restrictions or penalties in the rental agreement are: no pets; only a certain number of people can live in the residential premises. The landlord may charge a reasonable fee for pets, NSF cheques or late rent payments, but it must be specified in the lease.

Resources

Office of Residential Tenancies (the ORT)
Regina: 120 – 2151 Scarth Street
Regina, SK
S4P 2H8
Saskatoon: #105 – 122-3rd Avenue North
Saskatoon, SK
S7K 2H6

Toll-free: 1-888-215-2222 (within Saskatchewan)
Toll-free fax: 1-888-867-7776 (within Saskatchewan)

Email: ORT@gov.sk.ca
www.saskatchewan.ca/ORT

Consolidation of *The Residential Tenancies Act, 2006*
www.qp.gov.sk.ca/documents/english/Statutes/Statutes/R22-0001.pdf

Consolidation of *The Residential Tenancies Regulations, 2007*
www.qp.gov.sk.ca/documents/english/Regulations/Regulations/R22-0001r1.pdf

Information for Landlords and Tenants

A guide to the essentials of landlord and tenant legislation in the province.

www.saskatchewan.ca/government/government-structure/boards-commissions-and-agencies/office-of-residential-tenancies#information-you-might-be-looking-for

General Information

<https://www.saskatchewan.ca/government/government-structure/boards-commissions-and-agencies/office-of-residential-tenancies>