

## Manitoba

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 Manitoba's laws and regulations and is for information purposes only and does not constitute any legal advice. If you require further information about Manitoba 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:** Residential Tenancies Branch — Department of Tourism, Culture, Sport and Consumer Protection

**Name of ACT / Regulations:** Residential Tenancies Act; Residential Tenancies Regulation; Residential Rent Regulation.

### Types of Tenancy Agreements

The tenancy agreement can be periodic, such as month-to-month or for a fixed-term, such as a one year lease.

### Is a signed lease required?

No, but if the agreement is in writing, both the tenant and landlord must sign it and the landlord must give the tenant a copy of the agreement within 21 days after the tenant has signed it. If a landlord asks a tenant to get a guarantor, the tenancy agreement must be in writing. Tenancy agreements that include tenant services must also be in writing. Tenants who haven't received a copy of their lease may contact the Residential Tenancies Branch who will ask the landlord to give the tenant a copy of the agreement.

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

Not unless the landlord or tenant ask for one to be done. However, it is a good idea for a landlord and tenant to complete a condition report together at the beginning and end of a tenancy. The Residential Tenancies Branch can provide a *Rental Unit Condition Report* form or another checklist may be used.

### Deposits

**Security Deposit** - A landlord may not collect more than ½ of the first month's rent. The security deposit is held by the landlord until the end of the tenancy.

**Pet Damage Deposit** - A landlord who allows a tenant to keep a pet in the unit may charge the tenant a pet damage deposit of ½ a month's rent. The pet damage deposit is held by the landlord until the end of the tenancy.

**Tenant Services Security Deposit** - A landlord who provides tenant services can ask a tenant to pay a tenant services security deposit. Tenant services security deposits can only be ½ of one month's tenant services charge. This deposit is held by the landlord until the end of the tenancy.

**Deposit Return** - If the landlord has no claims against the deposit(s) and accrued interest, it must be returned to the tenant within 14 days of the end of the tenancy. If a claim is made, the landlord is required to notify the tenant of the claim within 28 days. The government sets the interest rate to be paid. A landlord is required to forward deposits or rent overpayment to the Branch if they are unable to return them directly to the tenant. Tenants may then apply to the province for their money.

## **Key Money**

Requiring key money is illegal. A landlord may not require a tenant to pay key money.

## **Post-dated Cheques**

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

## **Renewal of Fixed-Term Tenancy Agreement**

If the tenancy is for a fixed-term, the landlord must give the tenant a renewal agreement three months before the term ends. If the landlord doesn't offer a renewal and the tenant stays in the unit, the agreement automatically renews for another fixed-term.

When an agreement is automatically renewed because of a landlord's failure to offer a renewal, the tenant may terminate the renewal agreement by giving the landlord notice of one rental payment period.

A tenancy may become month to month if the tenant:

- doesn't sign and return a new tenancy agreement or a renewal to the landlord;
- doesn't move out of the unit; and
- pays rent, which the landlord accepts, after the current tenancy agreement ends.

When a fixed-term tenancy becomes a month to month under the above circumstances, the landlord cannot force a tenant to sign another lease or agree to another fixed-term. When a lease is renewed, unless otherwise agreed, all other conditions of the lease remain the same except for a rent increase.

## **Terminating a Tenancy Agreement (Lease): Notice and Timing**

When a landlord offers a renewal of a fixed-term tenancy, the tenant is required to sign the renewal and return it to the landlord at least two months before the term ends. If the tenant fails to do this, the tenancy is deemed to be terminated effective the end of the term. Tenants may not simply give notice to move out during a fixed-term lease. However, they may assign or sublet their tenancy agreement to a new tenant approved by the landlord. A landlord 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, all other conditions of the lease remain the same except for a rent increase.

The amount of notice a tenant needs to give in order to end a tenancy agreement depends on whether the agreement is month-to-month or a fixed-term. Periodic tenancies require notice of one full rental payment period. Tenants on fixed-term agreements are normally required to assign their agreement to another tenant if they want to move before the end of the agreement. There are exceptions to this. Contact your local Branch office for more information.

The amount of notice a landlord needs to give a tenant depends on the reason for giving the notice and whether the agreement has a periodic or fixed-term. Landlords must use the prescribed form set out in the Residential Tenancies Regulation for all Notices of Terminations.

## **Assignments and Sublets**

A tenant has the right to assign or sublet their fixed-term tenancy agreement. The landlord has the right to approve the application of the new tenant before it is finalized. Landlords must have good reason to reject an assignment or sublet. A landlord may charge the original tenant a one-time administrative fee of up to \$75 for assignment or sublet to offset the landlord's costs to process the transaction.

## **Rent Increases: Notice and Timing**

The rent increase guideline is set each year by the province and takes effect on January 1st. Landlords can apply to the Residential Tenancies Branch for a larger increase if they can demonstrate that the guideline amount will not cover cost increases they have incurred. A landlord pays a fee to apply for an above guideline rent increase. The fee is \$150.00 if there are 19 or less units in a complex and \$500.00 for complexes with 20 or more units. Rents can be increased only once every 12 months.

A landlord must give a tenant written notice of a rent increase on a prescribed form at least 3 months before the increase is to take effect. They must also give the Branch a copy of the notice. The Branch provides the forms or the landlord can complete it online, print a copy for the tenant and submit the information to the Branch electronically. A tenant may object to any rent increase and send their objection to the Residential Tenancies Branch at least two months before the effective date of the increase.

## **Late Rent Payments**

A landlord may charge a fee if a tenant pays rent late. The fee cannot be more than \$10.00 for the first day the rent is late plus \$2.00 per day thereafter to a maximum of \$100 per occurrence. A landlord must tell the tenant in writing if they intend to charge late fees.

## **Evictions**

When a landlord wishes to terminate a tenancy they must give the tenant written notice on the prescribed form. The notice must say why the tenant must move, when the tenant must move and it must be signed by the landlord. If a tenant doesn't move after receiving the notice, the landlords can apply to The Residential Tenancies Branch for an Order of Possession. The landlord must pay a filing fee of \$60.00. Then a hearing is held and evidence must be provided including the Termination Notice. If an Order of Possession is granted, the order is enforceable by the Sheriff's office. If either the tenant or landlord disagrees with the hearing outcome, they may appeal to the Residential Tenancies Commission and a new hearing will be set.

## **Permitting Landlord Entry to the Premises (Times and Reasons)**

Landlords must give at least 24 hours and not more than 2 weeks written notice prior to entering the premises. The Residential Tenancies Branch views entry hours between 9 a.m. and 8 p.m. as reasonable although specific times are not written in the legislation. The notice must say when the entry will happen, and the reason for entering.

A landlord may enter the rental unit without notice if there is an emergency, if the tenant gives the landlord permission, if the tenant has given notice of termination and the landlord is showing the unit to a prospective renter, or if it is the last day of the tenancy and the landlord wishes to complete a condition report.

In tenancies that include tenant services, a landlord can enter a unit to provide those services (for example, light housekeeping) without advance notice. If a landlord needs to enter for other reasons (for example, a yearly inspection), they must follow the requirements above.

### **May the tenant withhold rent for repairs?**

No. A tenant should give the landlord a written list of the repairs needed and a reasonable period of time to do the work. If the landlord doesn't do the repairs, the tenant can contact the Branch for help. The Branch may order the landlord to do the repairs. If the landlord doesn't comply, the Branch may then collect rent and hire a contractor to do the work.

If a landlord causes an unreasonable delay in making repairs, the tenant may make a claim for compensation against the landlord. In order to succeed at a claim the tenant must show that they took the correct steps to inform the landlord of the necessary repairs.

### **Changing locks**

A tenant is not allowed to change the locks on the rental unit without the approval of the landlord. For the tenant's protection, the approval should be in writing. If the landlord asks for a key to the new lock the tenant must give it to them.

### **Pets and Smoking**

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

Yes, a landlord may refuse to rent to new tenants if they have a pet. In cases where new management takes over a building and wants to impose a no pets rule, existing tenants who have pets would be allowed to keep those pets but not replace them.

#### **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?**

**Regarding Pets:** Yes, but the landlord must first give the tenant a written warning to get rid of the pet. If the tenant doesn't remove the pet, then the landlord can give notice for breach of the tenancy agreement. If a pet is causing damage or disturbing other tenants, the landlord may also give the tenant a warning and then a notice to move.

**Regarding Smoking:** The landlord can give a warning and then a notice of termination. However, the tenant could challenge the landlord's notice and ask the Branch to determine if the landlord's rule is reasonable.

Smoking is prohibited by law in all common areas, like hallways, elevators, laundry rooms and recreation facilities. If a tenant smoked in those areas, the landlord could give a warning and then notice for breach of a reasonable rule.

### **Manitoba Department of Tourism, Culture, Sport and Consumer Protection**

Residential Tenancies Branch

302 – 254 Edmonton Street

Winnipeg, Manitoba

R3C 3Y4

Toll-free: 1-800-782-8403 (within Manitoba)

Tel.: 204-945-2476

Fax: 204-945-6273

Email: [rtb@gov.mb.ca](mailto:rtb@gov.mb.ca)  
[www.manitoba.ca/rtb](http://www.manitoba.ca/rtb) (See website for other locations within Manitoba)

**The Residential Tenancies Act**

[web2.gov.mb.ca/laws/statutes/ccsm/r119e.php](http://web2.gov.mb.ca/laws/statutes/ccsm/r119e.php)

**The Life Leases Act**

[web2.gov.mb.ca/laws/statutes/ccsm/l130e.php](http://web2.gov.mb.ca/laws/statutes/ccsm/l130e.php)

**The Residential Tenancies Regulation**

[web2.gov.mb.ca/laws/regs/current/071.10.pdf](http://web2.gov.mb.ca/laws/regs/current/071.10.pdf)

**The Residential Tenancies Rent Regulation**

[web2.gov.mb.ca/laws/regs/current/156.92.pdf](http://web2.gov.mb.ca/laws/regs/current/156.92.pdf)

**Residential Tenancies Branch**

The main page provides a basic overview of the branch, their contact information, the services they provide, and links to several forms, documents and services.

[www.manitoba.ca/rtb](http://www.manitoba.ca/rtb)

**General Information**

<http://www.gov.mb.ca/cca/rtb/>