

## Yukon

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 the Yukon's laws and regulations and is for information purposes only and does not constitute any legal advice. If you require further information about Yukon 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 Office

**Name of Act / Regulations:** Landlord and Tenant Act (Part 4 Residential Tenancies)

### **Types of Housing/Living Arrangements Covered by the Legislation**

Residential Premises, Mobile Home Sites

### **Types of Rental Periods**

Weekly, monthly or year-to-year

### **Is a signed lease required?**

No. A tenancy agreement means an agreement between a tenant and a landlord for possession of residential premises, whether written or oral, express or implied. Where a tenancy agreement in writing is signed by a tenant, the landlord shall ensure that a duplicate copy of the original signed tenancy agreement is delivered to the tenant within 21 days. In cases where the tenant signs a tenancy agreement and delivers it to the landlord, the landlord then has 21 days to deliver a signed duplicate of the original of the tenancy agreement to the tenant

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

No, but it is strongly recommended.

### **Deposits**

Amount shall not exceed the amount of rent payable for the first month of tenancy. (A security deposit can be applied towards last month's rent.) The landlord shall pay interest at the rate prescribed (set by Consumer Services on a semi-annual basis) on the security deposit either annually or 15 days after the tenancy is terminated, whichever is earlier. A security deposit can be applied toward the payment of the last rent period under the tenancy agreement. Where a landlord and tenant have signed statements as to the condition of the residential premises at both move-in and at move-out, the security deposit may be applied toward the rectification of damage done to the premises.

### **Key Money**

Requiring key money is not illegal. The landlord must disclose all fees and charges payable, in addition to rent payable, to a prospective tenant before entering into a tenancy agreement.

After the tenancy agreement is made, the landlord shall not increase any fees or charges disclosed in the tenancy agreement or impose any additional fees or charges without giving the tenant written notice of the increase or addition at least three months before the effective date of the increase or addition.

### **Post-dated Cheques**

Landlords may not require post-dated cheques or other negotiable instruments to be used for payment of the rent. Landlords may request post-dated cheques but tenants are not obliged to comply.

### **Renewal of a Lease Term**

Yukon's Landlord and Tenant Act does not specifically address automatic renewals.

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

The same notice periods apply to both landlords and tenants:

- On a yearly tenancy, a minimum of 90 days notice is required. The notice to terminate must be given by the 90<sup>th</sup> day before the last day of the year in which the tenancy will end. Once proper notice is given, the tenancy will end on the last day of the year. Landlords may give a 14 day notice to vacate for breach of the agreement or by court order.
- For a weekly tenancy, a minimum of one week's notice is required. The notice to terminate must be given by the last day of the week prior to the week in which the tenancy will end. Once proper notice is given, the tenancy will end on the last day of the week that follows the notice.
- For a monthly tenancy, a minimum of one month's notice is required. The notice to terminate must be given by the last day of the month prior to the month in which the tenancy will end. Once proper notice is given, the tenancy will end on the last day of the month that follows. For example, a tenant who plans to end a tenancy on October 31<sup>st</sup> must give the landlord a notice of termination by September 30<sup>th</sup>.
- For a tenancy in relation to a mobile home site, a minimum of twelve months notice is required. The notice to terminate must be given on or before the last day of the month that is twelve months prior to the month when the tenancy will terminate. Once proper notice is given, the tenancy will end on the last day of the twelfth month following the month in which the notice was given. The mobile home site tenancy shall not terminate in any of the months of December, January or February.

### **Assignments and Sublets**

Where the tenancy agreement is for a term of six months or more, a tenant has the right to assign or sublet the rented premises. This is subject to the consent of the landlord and consent shall not be arbitrarily or unreasonably withheld.

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

Rent increases during the first year of a tenancy agreement are not allowed. Landlords must notify the tenant in writing three months prior to the date of the increase.

### **Late Rent Payments**

The tenant has the responsibility of paying the rent when it is due as stated in the rental agreement.

## Evictions

Where a tenant commits a substantial breach of his tenancy agreement, the landlord may either:

- apply to a court for an order terminating the tenancy, or
- terminate the tenancy by giving a 14 day written notice of termination to the tenant, stating the effective date of the termination and the details of the alleged substantial breach.

A substantial breach includes a breach of responsibility of the tenant as set out in the Act or a series of breaches of a residential tenancy agreement, the cumulative effect of which is substantial. A tenant can contest an eviction by making an application to the Landlord and Tenant Court.

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

The landlord must first specify an entry time in a written notice and give it to the tenant at least 24 hours before the entry time. Allowable entry times are between 8 a.m. and 9 p.m. Exceptions: The landlord has the right to enter: in the case of emergency; with the consent of the tenant given at the time of entry, to show the premises to prospective purchasers or tenants after notice of termination of the tenancy has been given, or where the tenant abandons the premises.

## May the tenant withhold rent for repairs?

No. The tenant is required to pay the rent in full on the day it is due.

## Changing Locks

Not allowed without mutual consent. A landlord or tenant shall not, during occupancy of the rented premises by the tenant, alter or cause to be altered the locking system giving entry to the rented premises, except by mutual consent.

## Pets and Smoking

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

Yukon's *Landlord and Tenant Act* does not address this issue.

### 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 a no smoking or a no pets clause is in the tenancy agreement and all tenants in the building are treated equally (that is to say that no one is allowed pets and there is a no smoking policy throughout the building), tenants breaking these rules would be committing a substantial breach of their lease and an eviction notice would be justified.

## Contact Information

### Government of Yukon

Community Services  
Employment Standards & Residential Tenancies  
P.O. Box 2703 (C-7)  
Whitehorse, YT  
Y1A 2C6

Toll-free: 1-800-661-0408, ext. 5944 (within Yukon)

Tel: 867-667-5944

Fax: 867-393-6317

[www.community.gov.yk.ca/consumer/landtact.html](http://www.community.gov.yk.ca/consumer/landtact.html)

## Related Links

### Yukon Government

Department of Community Services

Tel.: 867-667-5944

[www.community.gov.yk.ca/index.html](http://www.community.gov.yk.ca/index.html)

### Landlord and Tenant Responsibilities

This information is a general summary of the Yukon Landlord and Tenant Act, outlining landlord and tenant responsibilities and where to go if you have a problem.

[www.community.gov.yk.ca/consumer/landtact.html](http://www.community.gov.yk.ca/consumer/landtact.html)