TOOLKIT

Tenant Housing Rights

SAFE PASSAGE

Native Women's Association of Canada

L'Association des femmes autochtones du Canada

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SAFE PASSAGE

INTRODUCTION

The Native Women's Association of Canada (NWAC) is committed to advocating for Indigenous Women, Girls, Two-Spirit, Transgender, and Gender-Diverse+ (WG2STGD+) People's access to safe and affordable housing. This toolkit will equip tenants with essential information on what is required before entering a tenancy agreement, fundamental housing rights, and finally, a set of resources and forms for each province and territory.

What is a tenant?

A tenant is an individual who occupies or temporarily possesses a rental property, such as a house or apartment. Canada Mortgage and Housing Corporation (CMHC) has outlined responsibilities of tenants when occupying a property; tenants must:

- Pay their rent on time.
- Keep the rental unit clean and repair damages caused by their willful or negligent actions.
- Not harass, obstruct, coerce, threaten, or interfere with the landlord.
- Contact the landlord when serious problems arise that require repairs or services.
- Allow landlord(s) to enter the rental unit for repairing and showing the unit, when provided with proper notice.

What is a landlord?

A landlord is a property owner who chooses to lease or rent their property, such as a house or apartment. Landlords are legally required to maintain a minimum standard of health, safety, housing, and maintenance of their property, while maintaining an acceptable standard of living throughout the duration of a tenancy. According to the CMHC, landlords must also:

- Keep the rental unit in a good state of repair and meet minimum housing standards.
- Ensure service utilities are delivered to the unit, unless the tenant has agreed to obtain these services themselves.
- Allow tenants, and their guest(s), to have reasonable enjoyment of the rental property without interference.
- Not seize the rental unit from the tenant for a breach of obligation before engaging in the legal process.
- Not harass, obstruct, coerce, threaten, or interfere with the tenant.

What is a lease?

A lease, also referred to as a rental agreement, is an agreement between

a landlord and tenant that sets out the terms of renting a property. In Canada, leases are written, verbal, or implied agreements and outline rental terms, responsible parties, rental amenities, duration, and measures for ending the lease. It is recommended to have a lease in writing that establishes the terms and conditions of the agreement. A written lease can be vital to resolving conflicts arising during the rental period.

What do I need to know before signing a lease?

When signing a lease, it is essential to review the document and understand the listed terms and conditions in the agreement. If you do not understand something in the lease, it is important to consult a lawyer, or organization with expertise on rental agreements, to review the lease's terms. While standard lease agreements may differ between provinces and territories, lease agreements will typically include the following:

- Names and contact information of the landlord(s) and tenant(s).
- Type of rental agreement (periodic or fixed-term).
- Rental property address.
- Agreed upon monthly rent.
- What amenities are included in rent.
- When, and the frequency, of rent to be paid each month.
- Security deposit amount.
- Tenant and landlord responsibilities.
- Conditions for ending a rental agreement.
- Emergency contact information.
- Pet deposit(s), where applicable.

Before entering a rental agreement, it is important to identify a unit that meets your needs based on affordability, location, and availability. It is strongly recommended prospective tenants view the property before signing a lease, as this will help both parties decide if they want to enter into a leasing agreement. Tenants should use this time to ask important questions about the rental property, including:

- What type of amenities are included with the rental unit?
- Are utilities included in the rental price? Or are tenants expected to obtain their own utilities?
- Are pets allowed in the rental unit?
    - If so, what type of pets are allowed?

- Is smoking permitted?
- How are rental increases managed?

After agreeing to a lease, tenants should keep a signed and dated copy of the lease for their records. Keeping a physical, or digital, copy of the lease will be important when working with the landlord and understanding your rights as a tenant.

A rental agreement cannot take away any of the rights of the tenant, as outlined in all *Residential Tenancies Act.* Provinces and territories recognize two types of leasing agreements:

1. Fixed-term agreements: These begin and end on specific dates, determined in the rental agreement.
2. Periodic agreements: These begin on a specific date but does not have a set end date. In a periodic lease, both the landlord and tenant may end a tenancy agreement by providing notice. Most periodic tenancies are month-to-month, but they can also be week-to-week, or year-to-year.

What should I do when I move into a rental unit?

When moving into a rental unit, it is crucial to document the property's condition and identify existing damages. By documenting the rental unit's condition, tenants and landlords can establish a baseline for the unit at the end of the rental. Tenants can also use inspections to protect themselves at the end of a rental agreement and ensure the return

of their security deposit. In British Columbia and Yukon, *Condition Inspection Reports* are required under the law, and must be completed by the landlord and tenant during movie in; however other jurisdictions do not require units to be inspected. Make sure to save a copy of any notes or pictures of the unit for when your lease ends.

What should I do if I am moving out of a rental unit?

After providing proper notice to the landlord to end a leasing agreement, tenants should clean and conduct a final inspection of the rental unit. This will help tenants prove the final condition of the unit in the event of a dispute with the landlord. Most landlords will also conduct a final inspection after a tenant moves out to compare the unit's condition to when the tenant moves in. In provinces/territories where landlords collect security deposits, the deposit may be claimed if the rental unit needs repair following the rental's end. When landlords keep security deposits, tenants should first try to work with landlords to understand why the deposit was not returned. If the tenant disagrees with a landlord's decision, tenants can work with local tenancy boards to try and have the deposit returned.

What type of resources are available to tenants?

Provinces and territories often have their own rental authorities, tenant advocacy agencies, and landlord and tenant boards that manage complaints and disputes between tenants and landlords. These organizations can also provide support in explaining tenant rights, can help respond to complaints, and protect tenants against unruly landlords. It

is important to remember both tenants and landlords have rights, and proper pathways must be followed when working through a dispute. Most disputes can usually be resolved by providing notice and meeting with the landlord to mitigate the issue.

TENANT'S HOUSING RIGHTS

Deposits:

In Canada, each province and territory, **other than Quebec**, allows landlords to collect security deposits from tenants. Tenants should ensure they receive a receipt for any payments made to the landlord; receipts should show the amount paid, date of payment, and parties involved in the transaction. Where the tenant pays rent by monthly, a deposit cannot be more than one month's rent. However, **in Manitoba and Nova Scotia, security deposit are restricted to half of one month's rent**, and in Newfoundland and Labrador a security deposit is limited to 3/4 of one month's rent. Where the tenant pays rent weekly, a deposit cannot be more than one week's rent.

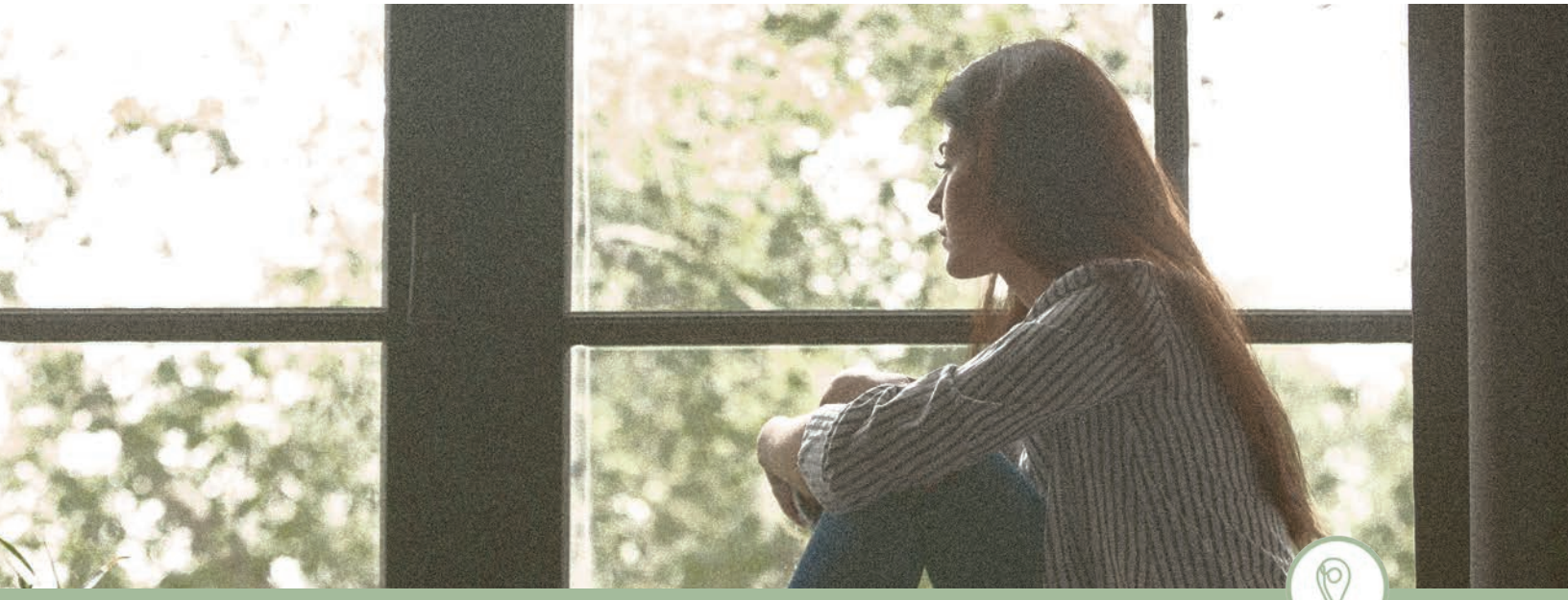
At the end of a tenancy, landlords may keep a security deposit to cover last month's rent, or any damage made by the tenant to the unit. However, landlords must notify a tenant, in writing, as to why their deposit is being held. In Ontario, landlords can only keep a security deposit to cover last month's rent, and not for any damage made by the tenant.

Some provinces and territories may ask for a pet deposit.

Rent Increase:

In Canada, landlords are restricted from increasing the rent until a minimum of 12 months has passed since the start of tenancy. In most provinces and territories, rent increases are based on a percentage equal to inflation; however, in Newfoundland and Labrador and Nova Scotia, there are no restriction on the amount rent can be increased. In all provinces and territories, landlords are required to provide tenants with written notice of a rent increase prior to the anticipate rental increase date. Notice requirements are different in each province and territory, and are outlined below:

Two-Month Notice:	Three-Month Notice:	Four-Month Notice:	Six-Month Notice:
Saskatchewan, and Quebec (Quebec requires one- to two-months' notice for a monthly lease).	British Columbia, Manitoba, Northwest Territories, Nunavut, Ontario, Prince Edward Island, and Quebec (Quebec requires three- to six-months' notice for a yearly lease).	Nova Scotia.	Newfoundland and Labrador.



Tenants must respond to the landlord's notice of a rental increase in a timely manner. If the tenants disagree with the new rental increase amount, they should contact their respective Residential Tenancy Office to resolve any disputes.

Late Payments:

All provinces and territories allow landlords to evict their tenants when rental payments are late. However, landlords must provide notice, in writing, of late payment—or a dedicated eviction notice must be issued to the tenant. Once the tenant receives an eviction notice, the tenant has the following days to evict the property:

10 Days:	14 Days:	15 Days:	Landlords' Discretion:	Tribunal Decision:
British Colombia, Prince Edward Island, and Newfoundland and Labrador.	Alberta, Ontario, and Yukon Territory.	Nova Scotia, New Brunswick, and Saskatchewan.	Manitoba (usually 30 days).	Quebec (based on when the Tribunal delivers on a decision).

In all province and territories, **except Ontario,** landlords are permitted to charge their tenant with late rental fee. It is suggested tenants contact their respective *Residential Tenancy Office* to resolve any disputes regarding late payments.

Eviction:

All provinces and territories require landlords to provide their tenants with appropriate eviction notice. The eviction notice will usually include detailed information on a reason for the eviction, an expected move out date, and the landlord's—or the landlord's agents'—signature. Tenants may continue to occupy the rental premises if payments are being made in accordance with the order, unless the court or the *Residential Tenancy Offices* orders otherwise. If the tenant does not agree with the eviction notice, they can contact their respective *Residential Tenancy Offices* for clarification. Some common reasons landlord can evict tenants are:

- Breaching a rental agreement.
- Not maintaining the rental property.
- Illegal activities.
- Threating or disturbing others.
- Late payments.

Maintenance:

Landlords must provide rental units fit for habitation and meet provincial or territorial health and safety standards. Landlords must also ensure all services and facilities outlined in the tenancy agreement, and are kept in good condition. Landlords are responsible for general maintenance and repair of the rental property, unless damage to the property was caused by the tenant, in which case the tenant will be responsible for making appropriate repairs.

Tenants are responsible for the day-to-day maintenance of the rental unit and are responsible for informing the landlord of any issues that may arise during their tenancy. Tenants must provide their landlord with enough time to make necessary repairs, but if the landlord refuses to make any repairs the tenant can contact their local *Residential Tenancy Office* to file a complaint. If the landlord has taken necessary action to make a repair, the tenant must abide by instructions given by the landlord, on either preparing the rental unit, or allowing access for the landlord or maintenances person to enter the property.

Dealing with pest infestation:

Landlords must provide a rental property free of infestation. If there are any infestations issues, the landlord must take appropriate measures to exterminate. Tenants must also ensure they take all necessary measures to avoid any pest infestation occurring in the rental property.

PETS/SUPPORT PETS, AND SMOKING

In all provinces and territories, except Ontario, landlords can prohibit tenants from having pets in the rental property. Landlords can restrict what type, size, and number of animals tenants may have as pets in a rental unit. If a tenant breaks rules around pets established in the rental agreement, they may be subject to penalties.

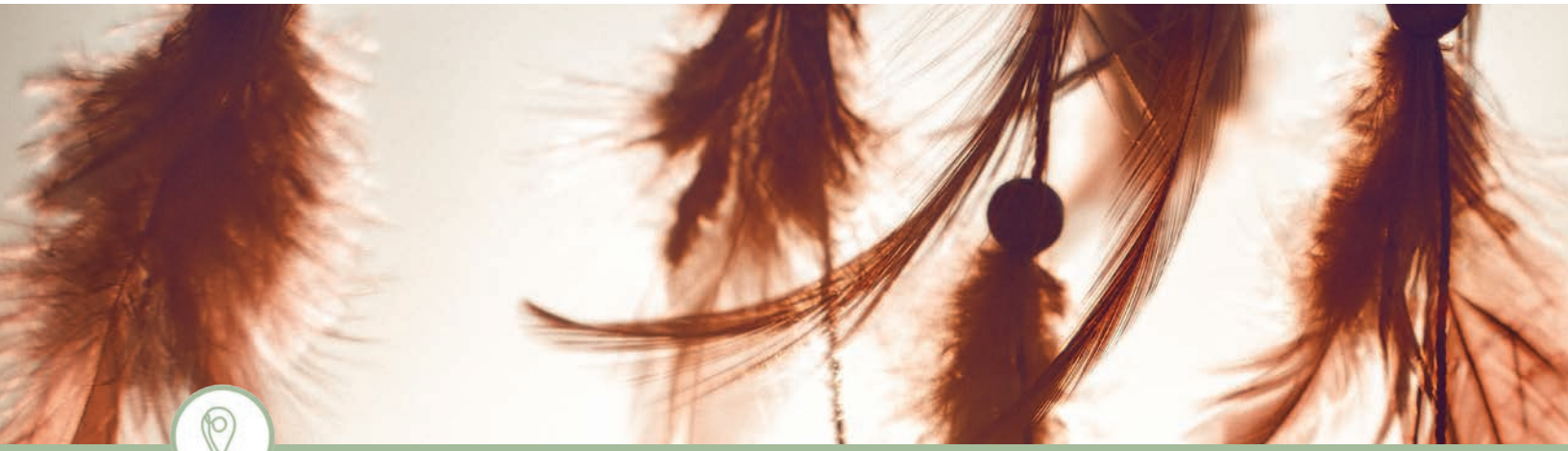
Service animals are allowed in all provinces and territories.

Smoking: Landlords of all provinces and territories can include a "no-smoking" clause in their agreements.

TERMINATING A LEASE

A fixed term lease does not require termination notice to end the rental agreement; instead, the lease will end on the date stated in the agreement. If tenants wish to terminate the rental agreement, they are required to provide written notice. Each province and territory have differing minimum notice requirements for month-to-month leasing. They are as follows:

One-Month:	Two-Months:
Alberta, British Colombia, Manitoba, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Quebec, Saskatchewan, and Yukon Territory.	Ontario, and Prince Edward Island.



RESOURCE LIST

Below tenants can find a simplified version of the Residential Tenancy Act, covering common questions and concerns regarding renting, and any forms needed during the tenancy.

ALBERTA:

Residential Tenancies Act: A legal, binding document, outlining responsibilities of landlords and tenants.

Residential Tenancies Act Handbook: Simplified version of the Act, providing a guide on renting for both landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

BRITISH COLUMBIA:

Residential Tenancy Act: A legal, binding document, outlining responsibilities of the landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

MANITOBA:

Residential Tenancies Act: A legal, binding document, outlining responsibilities of the landlords and tenants.

Residential Tenancies Branch: Information for tenants on common questions or concern that may arise during a tenancy.

Forms and Documents: Applications and forms needed during tenancy.

NEW BRUNSWICK

Residential Tenancies Act: A legal, binding document, outlining responsibilities of the landlords and tenants.

Renting in New Brunswick: Simplified version of the Act, providing a guide on renting for both landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

NEWFOUNDLAND AND LABRADOR:

Residential Tenancies Act: A legal, binding document, outlining responsibilities of the landlords and tenants.

Landlord and Tenant Information: Simplified version of the Act, providing a guide on renting for both landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

NOVA SCOTIA:

Residential Tenancies Act: A legal, binding document, outlining responsibilities of the landlords and tenants.

Residential Tenancies Guide: Simplified version of the Act, providing a guide on renting for both landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

NORTHWEST TERRITORIES:

Residential Tenancies Act: A legal, binding document, outlining responsibilities of the landlords and tenants.

Residential Tenancy Guide: Simplified version of the Act, providing a guide on renting for both landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

NUNAVUT:

Residential Tenancies Act: A legal, binding document, outlining responsibilities of the landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

ONTARIO:

Residential Tenancies Act: A legal, binding document, outlining responsibilities of the landlords and tenants.

Residential Tenancy Guide: Simplified version of the Act, providing a guide on renting for both landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

PRINCE EDWARD ISLAND:

Residential Tenancies Act: A legal, binding document, outlining responsibilities of the landlords and tenants.

Residential Tenancy Guide: Simplified version of the Act, providing a guide on renting for both landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

QUEBEC:

Residential Tenancies Act: A legal, binding document, outlining responsibilities of the landlords and tenants.

Residential Tenancy Guide: Simplified version of the Act, providing a guide on renting for both landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

SASKATCHEWAN:

Residential Tenancies Act: A legal, binding document, outlining responsibilities of the landlord and tenant (found under the General Information section).

Residential Tenancy Guide: Simplified version of the Act, providing a guide on renting for both landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

YUKON TERRITORY:

Residential Landlord and Tenant Act: A legal, binding document, outlining responsibilities of the landlords and tenants.

Residential Tenancy Guide: Simplified version of the Act, providing a guide on renting for both landlords and tenants.

Forms and Documents: Applications and forms needed during tenancy.

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