

# RENT

THE PLEA

VOL. 44 NO. 3

# THE STUDENT'S GUIDE

Teachers! Check out PLEA's new full-length *Rent: The Teacher's Resource*. Written for Life Transitions 20/30, its eight lessons can be used to fulfill all the Indicators for Module 15: Housing.

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Looking for a quick hit? Order *Rent: The Rights Card* at [teachers.plea.org](http://teachers.plea.org)



## YOUR HOME IS WHOSE CASTLE?

Renting a place to live involves more than paying the landlord each month. Both landlords and tenants have rights. This means that there's lots of things first-time renters need to know. For example,

- When can the landlord enter your place?
- Are you allowed pets?
- Can the rent be raised?
- Are you allowed any visitor you like?

This issue of *The PLEA* will help answer several introductory questions about renting your first home.

Keep in mind, *Rent: The Student's Guide* is just an introduction. If you have particular questions or immediate circumstances that need to be resolved, head to [plea.org/housing](http://plea.org/housing) for in-depth details on landlord and tenant rights.



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# THE HUNT BEGINS!

Finding a place to rent can be stressful and time-consuming. It's usually not easy and can require compromises. But the hunt can be fun!

To kick off your search, make a list of things you'd like in a rental home. This wish list will help you sort out what's important for your well-being.

With your wish list in hand, check out what's available to rent. Places to look include local newspapers and online ads, university or college housing registries, real estate agents who handle rental property, leads from friends, or just walking through a neighbourhood.

Once you've found some places you like, take a closer look. Things to consider include:

## THE COSTS

- How much is the rent?
- Is it a month-to-month tenancy or fixed term lease?
- Does the landlord plan any rent increases?
- How much is the security deposit?
- Who pays the utilities?
- What do the utilities usually cost every month?
- Are there extra charges for parking or more storage?

## THE PLACE

- Is it conveniently located? Think about shopping, parks, transit, work, school, friends, family, and other things important to you.
- Does the space meet your needs?

- Is it suitable for the number of occupants?
- Are all the appliances you need provided?
- Are there laundry facilities on-site?
- Are window coverings provided?
- Does it come furnished, partially furnished, or unfurnished?
- Is there outdoor space? If so, who takes care of green spaces and snow removal?
- Are there amenities such as a gym or a pool?
- Is it pet friendly?
- Is smoking allowed?
- Is growing cannabis allowed?

## THE SAFETY AND SECURITY

- Is it clean and in good repair?
- Have there been reports of insect or rodent infestations?
- Are there working smoke and carbon monoxide detectors?
- Are the fire safety inspections up-to-date?
- What kinds of security and safety features are there?

Use these questions to make a shortlist of the best places to rent. To help, check out what people are saying about the building, the landlord, and the neighbourhood. Ask people in the building or the area, or check out online discussion forums like Reddit.



## HOW MUCH WILL IT COST?

Moving into your own place can be expensive. In addition to monthly rent, there are one-time expenses like security deposits, utility hook-up fees and movers. And you'll need basic items like furniture, dishes, and curtains.

To see what you can afford, research how much it will cost to move into your ideal rental home, and how much it will cost every month to live there. Remember to factor in utility bills, parking fees, or other costs that might not be obvious at first!

# LIVING WITH OTHERS

Living on your own can be fun. But it can also be lonely and expensive. A way around these downfalls is to find a roommate.

There are great reasons to have a roommate. They help pay rent, are great company, and give an added sense of security.

If you find a roommate or two, remember that landlords have the right to limit the number of people in a rental property. To be certain, they can't ignore human rights when renting out a home. Refusing to rent based on things like race, gender identity, having children, or being a recipient of social assistance is against the law. However, they can set a cap on the number of tenants.

Landlords may also charge more rent for extra people, so long as this is outlined in the rental contract.

## GETTING ALONG

Living with others isn't always easy. It requires patience, kindness, and compromise. You'll have less privacy and the occasional disagreement.

Rental laws generally won't help you resolve roommate disputes. The Office of Residential Tenancies—the provincial agency that deals with rights and responsibilities of landlords and tenants—only deals with landlord/tenant disputes. In extreme situations involving money or property, Small Claims Court may be an option. All of this means that you need to find ways to resolve disputes on your own.

One way to prevent disputes is to create rules on how to live together. Your rules can outline anything from sharing chores to your obligations to each other.

The rules can be more than just "Do Not's." Also think about "To Do's." Do be respectful and kind, do laugh with each other, or do clean up after yourself. If disputes arise, your agreement can help determine if everyone is living up to their obligations.

Keep in mind that any agreement between you and your roommate does not affect any laws about renting a home. This means that you can end up on the hook for the entire rent if your roommate does not pay. It also means that you could lose your security deposit if your roommate causes damage. Also, if only one tenant signs the rental agreement, that tenant can do things like decide to end the tenancy without consulting with their roommates.

For these reasons, it is important to choose roommates that you trust, spell out your expectations to each other, and most importantly be open, honest, and respectful.



## THINKING ABOUT ROOMMATES

There's good and bad in most everything. Think more about living with a roommate. Questions to consider can include:

- What are the benefits and drawbacks of living with others?
- What kind of person would be your ideal roommate?
- What would you include in a roommate agreement?

# MOVING IN

When you find a place that you'd like to rent, most often you need to fill out an application. During this process, both you and the landlord have rights.

Landlords are entitled to collect reasonable personal information from a prospective tenant, and the potential tenant has the right to be told why the information is needed. They can ask for things like character references, previous landlords, and your employer.

However, landlords cannot charge fees for an application.

Renters are also protected by *The Saskatchewan Human Rights Code, 2018*. Landlords cannot discriminate when choosing tenants based on disability, age (18 or more), religion or religious creed, family status, marital status, sex, sexual orientation, race or perceived race, nationality, place of origin, ancestry, colour, receipt of public assistance, or gender identity.

Everyone who applies must be given equal consideration. However, a landlord can state a preference, so long as their preference doesn't purposely exclude people on any of the protected grounds listed above. For example, an advertisement might state "students preferred." Nonetheless, people other than students must still be considered.

When it comes to pets, landlords can dedicate their rental to be pet-free. However, they cannot prohibit service animals. For example, a service dog for someone who is visually impaired is not considered a pet.

There are a few exceptions to these rules. Rental accommodations may be designated for people over the age of 55. In addition, if a rental building has two or less units and a common entrance, rules about discrimination based on sex do not apply. For example, a woman who is renting out a room in her home may state that she will only rent to another woman.

## RENTAL AGREEMENTS

If you are approved by a landlord, you will enter into a rental agreement. It is a legally-binding contract.

Rental agreements may be for a periodic tenancy (week-to-week or month-to-month) or for a fixed amount of time, such as six months or a year. A fixed term rental agreement is also called a lease. If you move out before the lease is over, you will have to pay rent for the rest of the lease term unless you and the landlord come to an agreement.

Rental contracts can be formed orally or made in written form. Leases three months or longer must be in writing. In all cases, a rental agreement will have some basic terms:

- the landlord gives the tenant the right to live in the rental unit, and agrees to maintain the unit and the services provided (such as appliances or the furnace) in good working order
- the tenant agrees to pay rent and to pay it on time

If your agreement is in writing, it must include names, addresses, contact information, tenancy start-date and if applicable end-

date, amount of rent—including when it's due and if it will change if more tenants move in—and the security deposit and when it is to be paid. The written agreement must also state what services and facilities are provided and who pays for the utilities.

If a rental agreement is oral, the landlord must provide an address, telephone number and emergency contact number in writing.

In addition, "Standard Conditions" apply to every rental agreement. These are basic, unchangeable terms that define many rights of the landlord and the tenant.

The landlord may include other conditions such as no pets, no smoking, maximum number of tenants, extra fees for late rent payments, or a requirement to have tenant insurance.

Even if your building is sold to a new owner, the terms of the agreement you signed at the time of renting must be honoured and cannot be changed without your consent.

## CHECKING OVER THE PLACE

When agreeing to rent a home, you have the right to look over the unit to ensure the place is in a good state of repair. To help things along, many landlords will have a checklist to mark the condition of each room. Taking pictures helps, too. Sign, date and keep a copy of the checklist. This will help protect everyone if disputes arise later on.

If the place is not in good condition, ask that problems be fixed and get it in writing. Do not agree that a place is in good

condition if it is not. If you notice something after moving in, notify your landlord immediately.

## THE SECURITY DEPOSIT

Before you move in, landlords will often require that you pay a security deposit. This is money that the landlord collects to cover any losses caused by a tenant, such as damage or unpaid rent.

A security deposit can be up to one month's rent. Additional deposits for things like keys or pets are not allowed. It can be paid over two payments: up to one-half when you agree to rent the place and the rest two months after you move in.

As long as you keep the place in good condition, you'll get your security deposit back when you move out.

## CLEANING AND REPAIRS

Both you and your landlord have certain responsibilities when it comes to cleaning and repairs. It's your responsibility to:

- do ordinary cleaning of your place (this includes the yard if you rent a house and have exclusive use of the yard)

- repair any damage you or your guests cause
- not create any health hazards

If you don't repair damage that you or your guests cause, the landlord can end the tenancy by giving you one month's notice. In this case the landlord must first give you a warning and a reasonable amount of time to fix the situation before ending the tenancy.

It's your landlord's responsibility to:

- keep the rental unit in a good state of repair and fit for the use and enjoyment of the tenant
- look after a yard that tenants share, such as the yard of an apartment building
- clean and repair any common areas, such as hallways, entrances, shared laundry rooms, and the outside of the building
- maintain any services, fixtures, facilities or appliances that are included in the rent, such

as heating, water, electricity, laundry facilities, and the fridge and stove

- make repairs due to reasonable wear and tear

## REASONABLE PRIVACY

You have the right to reasonable privacy, freedom from unreasonable disturbances from your landlord and neighbours, and reasonable use of common areas. Landlords cannot take your personal property or restrict who visits you. Common area locks can be changed so long as you get a new key, but your suite lock can only be changed if you and your landlord agree.

Your landlord can enter your suite in an emergency. Otherwise, you must be given written notice at least a day and no more than seven days in advance. If you're moving out or your rental unit is for sale, the landlord will have more rights for entry.

## DAMAGE, CLEANING, AND REPAIRS TRUE OR FALSE?

1. Bill may refuse to sign a written statement that his rental premises are in a good state if it truly is not.
2. A security deposit must be paid on all rental accommodations.
3. Jill is responsible for repairing the shower head that her friend Janna ruined.
4. Bryan rents a house and yard, so he is responsible for maintaining the yard.
5. Davinder's landlord has the right to charge him two months' rent for a security deposit.

## ACTIVITY

# PAYING RENT

A big concern when renting a home is paying the rent. A landlord can only ask you to pay the amount of rent that is due, when it is due. For example, if rent is due monthly, the landlord can only require you to pay one month's rent at a time. If you pay your rent in cash, you must be given a receipt.

Even if your landlord has not done what is required by the law—for example, they fail to maintain or fix a broken furnace—you are still required to pay rent.

## RENT INCREASES

Sometimes rent goes up. The rules for rent increases depend upon your living situation.

Generally, the required notice for a rent increase in a month-to-month or week-to-week rental situation is twelve months. However, landlords who are

good-standing members of an approved landlord association can increase rent with six months' notice.

A landlord cannot give notice to increase your rent until after you have lived in a place for six months. As well, they cannot increase the rent more than twice a year.

If you have a lease, rent cannot be raised unless there is a clause for increases in the lease agreement. That clause must state the amount of the increase and when it will take effect.

With leases there usually is a clause about what happens at the end of the lease. Most agreements either say that:

- the fixed-term tenancy will become a month-to-month tenancy at the end of the agreement, or
- your tenancy ends at the end of the agreement

If your tenancy is ending, you and the landlord will need to sign a new agreement for you to continue living there. The landlord can choose whether or not to renew your lease. A new agreement must be submitted to you no later than two months' prior to the end of your current lease, and you have thirty days to respond. The new lease can include new terms, including an increase to your rent at the beginning of the new lease period.

## CHANGES TO AMENITIES

Some rentals include things like parking stalls, appliances, or laundry facilities. Landlords cannot take these things away from you, start charging you for them, or increase the charge for them. If your landlord wants to change these charges, they need your permission or an approval from the Office of Residential Tenancies.

## MINI CASE STUDIES

1. Jerry rents his apartment on a month-to-month basis. In September, Jerry's landlord tells him that she is raising his rent on October 1<sup>st</sup>. Jerry ignores her rent increase notice and on October 1<sup>st</sup> pays the same rent he was paying in September.
  - a. Was this rent increase legal? Why or why not?
  - b. Was Jerry within his rights to withhold the extra rent?
2. Ferne rents an apartment for \$1200 a month, plus \$50 a month for her parking spot. Her landlord decides to raise the parking fee to \$75 a month, and gives her twelve months' notice.
  - a. Was this fee increase legal?
  - b. What process should the landlord have followed if he wished to increase the parking fee?
3. Nala's apartment building has a laundry room on each floor. It costs \$1 per load. One day, Nala goes to do some washing and discovers the machines are gone. There is a sign that says the laundry is permanently closed.
  - a. Was the removal of the machines legal?
  - b. What should the landlord have done in this case?



## MOVING OUT

Chances are that at some point, you'll move out of your rental home. How it formally ends depends on the type of rental agreement you have.

If you are in a lease, you or your landlord can choose to not renew it when it ends. As discussed on page 6, the landlord must submit their plans to you in writing, two months before the lease ends. You have 30 days to accept or decline the landlord's offer.

If you rent by the week or by the month, you must give the landlord one full week or one full month's notice, depending on the tenancy type.

As well, a landlord and tenant can mutually agree at any time to end the tenancy.

If you are in a lease and want to move out early, you may be able to have someone else take over the lease. This is known as subletting.

To sublet, you'll need the written consent of your landlord. The landlord must not unreasonably withhold their consent, but can charge up to \$20 for considering, investigating, or consenting to this change.

If you sublet your place, you're still responsible to the landlord for the lease. It is your responsibility to ensure that your subletter pays the rent and obeys the rules.

If your landlord breaches a material part of your tenancy agreement, you can give immediate notice to end the tenancy. For example, if your rental unit is in such bad repair that it is not livable, you would notify the landlord. Your notice to move out will be effective the day after your landlord receives it. Before giving this kind of notice, you must give the landlord a reasonable period to fix the situation, if it can be fixed.

### LANDLORDS ENDING TENANCIES

Landlords can end tenancies immediately if your rent is left unpaid for 15 or more days after it is due. They can give you one month's notice to leave for a number of reasons, including being repeatedly late paying rent, or are causing extraordinary damage or disturbances.

If you rent month-to-month or week-to-week, landlords can give two months' notice for you to leave if a close family

member or friend will be moving into the property, they are going to sell, demolish, renovate or repair the property, or they are converting the property from a rental to condominiums.

If a new landlord buys your place and wants to move in or have their family or close friends move in, the new landlord can give one month's notice to vacate so long as there is not a lease.

### SECURITY DEPOSIT

When you move out, you must leave the rented premises reasonably clean and undamaged, except for reasonable wear and tear. All keys must be returned. Once you move out, a landlord has seven business days to return your security deposit or to claim some or all of it for damages.

If you have a disagreement with a landlord's claim to your security deposit, you can dispute it with the Office of Residential Tenancies. A hearing will take place, and they will determine what should happen with the deposit.


## REASONABLE WEAR AND TEAR


Things wear out. Because of this, when you move out your landlord cannot make you pay for damages that are considered reasonable wear and tear. However, what constitutes "reasonable" can be a difficult question. What do you think is "reasonable" wear and tear? What kinds of circumstances would impact your definition of the word reasonable?





# REALTY BITES MAZE


Find a place to rent while avoiding the pitfalls!


 You didn't pay your security deposit in two months' time.


 You brought pets with you to your new apartment, even though pets are not allowed.

 You failed to make a list of the existing damages in the apartment when you did your initial walk-through.

 Your new place is located too far from the bus stop.

 You rented a house and yard but don't have a lawn mower.

 You didn't get utilities hooked up for your new place.

 Your landlord is upset because you failed to tell him your six sisters would be moving in with you.

## ANSWERS

**PAGE 5:** 1) T 2) F 3) T 4) T 5) F  
**PAGE 6:** 1a) No 1b) Yes 2a) No 2b) Negotiate an increase with Ferne or make an application to the Office of Residential Tenancies 3a) No 3b) Make an application to the Office of Residential Tenancies

QUESTIONS?

COMMENTS?



Legal Information for Everyone

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