

# RENTAL AGREEMENTS



When you enter into a rental agreement, you enter into a contract. A contract is a legally binding agreement between two or more persons, also called parties. One party promises to do something. The other party promises to do something in return.

A rental contract can be formed orally, made in written form, or in some situations understood from the circumstances. 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

When two parties agree to a contract, they must both live up to their obligations.

If your landlord breaks the contract, they may have to pay for any damages that result. For example, imagine that your landlord fails to maintain the furnace. It breaks in the middle of winter, and your houseplants freeze and die. In this situation, your landlord could be responsible for compensating you for your houseplants.

You also have to live up to your responsibilities in a rental contract. In fact, in some instances you could be evicted for not living up to your end of the deal. For example, non-payment of rent can result in an eviction.

Let's consider the specifics of a rental contract, be it written or oral.

## WRITTEN AGREEMENTS

Putting a rental agreement into writing is one way to prevent disagreements later on. Certain information must be included in a written rental agreement. This includes:

- correct legal names of the parties and address of the rental unit
- date the agreement was made
- address for service and telephone number of the landlord or agent and an emergency contact number
- type of tenancy (weekly, monthly or other)
- start date and, if tenancy is for a fixed term, end date (otherwise it will be considered a monthly tenancy)
- amount of rent, when it is due and whether it changes with the number of people living there (if so, by how much)
- amount of any 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.

In addition, there is a full list of “Standard Conditions” that apply to every rental agreement. These are basic conditions and terms of the rental contract that define many rights of the landlord and the tenant. Landlords and tenants cannot agree to change any of the Standard Conditions—or any other aspect of *The Residential Tenancies Act, 2006*—as part of their rental agreement.

The full list of Standard Conditions can be found at [publications.saskatchewan.ca/#/products/23727](http://publications.saskatchewan.ca/#/products/23727)

The landlord must give you a signed copy of the rental agreement within 20 days of signing it. As well, if the landlord fails to provide you with their contact information, your duty to pay rent is suspended.

## ORAL AGREEMENTS

If a rental agreement is not in writing, it is still a legal contract. Standard Conditions and other basic rental laws apply.

The landlord must still provide an address, telephone number and emergency contact number, in writing, within 20 days of the start of the tenancy.

## UNENFORCEABLE TERMS

Sometimes landlords include terms in the rental agreement that are contrary to the Standard Conditions and other rental laws. These types of terms cannot be enforced. Some examples are:

- requiring you to have the carpets professionally cleaned before moving out. Tenants are only required to leave the place reasonably clean. This may not require a professional carpet cleaning.
- a term that says the landlord is not responsible for something such as compensating the tenant for loss of heat or utilities. A landlord’s legal responsibilities cannot be changed by putting a term like this in the agreement.

## TYPES OF TENANCIES

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. If the tenancy is for a fixed term of three months or longer the rental agreement must be in writing. If it is not in writing the tenancy will be treated as a monthly tenancy.

Some people call a fixed term rental agreement a lease. If you move out before the lease is over, the landlord can make you pay rent for the rest of the lease term. However, a lease can be ended early if both you and the landlord agree. An agreement to end a lease early should be in writing.

In the case of fixed-term tenancies, the landlord must notify you at least two months prior to the end of your agreement regarding a renewal. Upon renewal, the landlord can change the terms of the agreement, including rental rates, amenities provided, and other terms. You must give the landlord written notice if you agree to their new terms, within one month of being given the notice. If you do not provide a written notice, you are required to move out at the end of your current fixed-term agreement.

## OTHER CONSIDERATIONS

Sometimes a landlord will try to get you to rent a place by promising certain repairs or to make certain improvements. To avoid problems later on, these promises should be in writing.

Sometimes a landlord will agree to pay the cost of materials if you want to do the improvements yourself. For example, if you'd like to paint the kitchen a different colour, the landlord may be willing to pay for the paint. You can also ask to have this kind of agreement in writing.

The landlord may include certain conditions in the rental agreement, such as:

- no pets
- no smoking
- maximum number of tenants
- extra fee for late rent payments

A landlord can require you to have tenant insurance as part of the rental agreement, but cannot require that you use a particular insurer.

If you don't like some conditions of the rental agreement, you can try to get the landlord to make some changes before you sign. Once an agreement is signed it can usually only be changed if both you and the landlord agree.

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.

Remember: once the agreement is signed it is binding even if you change your mind and do not move in. You are still bound to the rental contract and required to pay rent. The same applies to the landlord: if they don't allow you to move in, you can apply to the Office of Residential Tenancies for an order that allows you to move in as promised.