

PAYING THE RENT

We've probably all heard the old saying "A man's home is his castle." Like most simple credos, it's not entirely true. Your place is not your castle. Having your own place to live does not mean that you can make all your own rules.

Under the law, living in a rented home means you have both rights and responsibilities. Many of these rights and responsibilities are outlined in *The Residential Tenancies Act, 2006*. Failing to understand and abide by these rules can lead to unpleasant situations for both you and your landlord.

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A big concern when living in a rental 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 one month's rent to be paid at a time. If you pay your rent in cash, the landlord must give you a receipt for rent.

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 the price of 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 members in good standing of an approved landlord association can increase rent with six months' notice. The Saskatchewan Landlords Association (SLA) and the Network of Non-Profit Housing Providers of Saskatchewan (NPHPS) are two examples of approved landlord associations. The notice may be given to you in person, posted on the door of your rental unit, or mailed or sent electronically.

Public housing authorities must give the same notice as other landlords unless the increase in rent is based on an increase in the tenant's income.

Generally, a landlord cannot give notice to increase your rent until after you have lived in a place for six months. As well, they cannot give more than two rent increases per year.

If you have agreed to rent a place for a set period of time—this is usually known as having signed a lease or a fixed-term rental agreement—the landlord cannot increase the rent unless the agreement says this can be done. If there is a clause for rental increases in the agreement, it must state the amount of the allowed increase and when the rent can be increased.

With fixed-term rental agreements, there usually will be a clause about what happens at the end of the term. Most rental 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 ends at the end of the agreement, you and the landlord will need to sign a new rental agreement if you both wish that you will continue to live there. A new agreement must be submitted to you no later than two months' prior to the end of your current lease. The new lease can include new terms, including an increase to your rent at the beginning of the new lease period.

Keep in mind that landlords cannot charge more rent if there is an increase in the number of people living in your place. For example, if your partner moves in with you the rent cannot be increased.

There is an exception to this rule about raising the rent if more people move into your place: if you have an agreement with the landlord that says rent can be changed if more people move in. The landlord does not need to give you six or twelve months' advanced notice: the rent can go up as soon as the extra person moves in.

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 once you have moved in, or increase the charge for them. For example, a landlord cannot:

- increase charges for a parking stall
- take away some rented space, such as a garage or yard
- increase charges for utilities
- increase charges for laundry facilities or remove or reduce the laundry facilities

The landlord needs you to agree to any of these changes. Alternatively, the landlord can apply to the Office of Residential Tenancies for an order that would authorise these kinds of changes.