

REALTY BITES MAZE

Instructions: Try to find a place to rent while avoiding the pitfalls! Some of these pitfalls are violations of *The Residential Tenancies Act, 2006*, while others are things you should do to protect your rights as a renter.

FOR RENT

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.



REALTY BITES: CASE STUDIES

JOCELYN'S SECURITY DEPOSIT INSECURITIES

1. To be eligible for a full refund of a security deposit, the tenant must leave the premises (and any yard) undamaged and in clean condition. The tenant must not be behind in rental payments.
2. Something on the premises that becomes broken or worn because of normal use or wear and tear would not be considered damage. It is the landlord's responsibility to keep the premises in good repair and in a safe condition.
3. A landlord cannot just decide to keep the security deposit without the written agreement of the tenant. If the landlord does not return the security deposit within seven business days of the end of the tenancy, the tenant can apply to the Office of Residential Tenancies for an order. If the Office of Residential Tenancies finds that the landlord has kept the deposit without the tenant's written consent and without applying for an order concerning the deposit, an order will be made that the tenant is entitled to the full return of the security deposit with interest.
4. In addition to being careful not to damage the rental property while they live there, tenants should document and take photographs of their home, when they move in and when they move out. Also, be sure to provide the landlord with new contact information to receive updates about your deposit.

RICKI'S SUMMER SUBLET SITUATION

1. If a tenant no longer wants to occupy the premises and wants to assign the tenancy or sublet leased premises the written consent of the landlord is required. A landlord can charge a fee of not more than \$20 for considering, investigating or consenting to an assignment or a sublet.
2. The landlord must not withhold consent unreasonably.
3. Ricki can only recover her losses by suing Jack in small claims court or taking a deposit up-front.

ESTEBAN'S MOVE-OUT MIX-UP

1. Yes. A tenant is required to give one full month's written notice (unless rent is paid on a weekly basis, then a full week's written notice is required). If Esteban, who rents by the month and pays on the 15th, wants to move out on June 14th, he must give notice no later than May 14th. Esteban is legally required to pay rent until July 14th.
2. The notice requirement protects landlords so that they will not be left with an empty apartment.
3. The notice must be dated, give the address of the rental unit, state the effective date of the end of the tenancy, and state the grounds for ending the tenancy. It must be given no later than the day before the final rent is due.

RAY'S AMENITY CALAMITY

1. No. The landlord can only remove services or start charging fees if they apply to the Office of Residential Tenancies for an order allowing this to happen.
2. At the time of a lease renewal, the landlord can rewrite virtually any terms of the lease agreement. This includes the included amenities or prices charged for them. The only limitation is that the landlord cannot have tenants sign away standard conditions outlined in *The Residential Tenancies Act, 2006*, or discriminate against tenants in violation of *The Saskatchewan Human Rights Code, 2018*.