

# ACTIVITY

## REALTY BITES: CASE STUDIES

### JOCELYN'S SECURITY DEPOSIT INSECURITIES

Jocelyn moved into Poore Manors two years ago, renting month-to-month. She paid a security deposit equal to one month's rent. One day, Jocelyn receives a call from the Shady Pines Senior Home, telling her there is a space available if she would like to rent it. She accepts Shady Pines' offer, and gives her landlord at Poore Manors proper notice that she intends to leave at the end of the next year.

When Jocelyn moved out of Poore Manors, the landlord told her he was keeping her security deposit to repair damage she caused to the apartment. Jocelyn felt that she had not damaged the place.

1. When, if ever, can a landlord keep part or all of a security deposit?
2. Is it fair to expect a tenant to pay to repaint the walls or steam clean the carpets, for example, when they move out?
3. If there is a dispute over the return of a security deposit that cannot be resolved, who should a tenant turn to?
4. How can a tenant help ensure that they will get their damage deposit back?

### RICKI'S SUMMER SUBLET SITUATION

Ricki is a university student in Saskatoon during the fall and winter terms, from September until April. She lives at the Caraway Apartments, which is in a great neighbourhood and has many good tenants. Ricki gets a summer job back home as a daycare cook for Muskoday First Nation. Because Ricki plans to return to Saskatoon in the fall, and because she likes her place, she does not want to give up her apartment. She gets approval from the Caraway's landlord to sublet her suite from May to August, and places an ad online. A fellow named Jack responds to her ad. She checks with the landlord, who approves, and she sublets the apartment to Jack for the summer. In August, Jack leaves the apartment without paying August's rent.

1. Did Ricki do everything right in getting a subletter?
2. Can her landlord prevent her from subletting the apartment?
3. What can Ricki do about the unpaid rent or any damage to the apartment that Jack caused?

### ESTEBAN'S MOVE-OUT MIX-UP

Esteban lives at the St. Aine Apartments, a smaller, older suite. His rent is due on the fifteenth of each month. He does not have a lease, but instead rents on a month-to-month basis. On May 18<sup>th</sup>, Esteban's friend Paul asks him to move in with him at Royale Manor on the riverbank. The two can share Paul's larger, more luxurious apartment. This way both Esteban and Paul can save money and Esteban can live in a bigger, newer place. Esteban immediately gives his landlord written notice that he will be moving out on June 14<sup>th</sup>. The landlord tells Esteban that because he has not given the required notice, Esteban would have to pay rent for June 15<sup>th</sup> to July 14<sup>th</sup>.

1. Can the landlord require Esteban to pay rent for June 15<sup>th</sup> to July 14<sup>th</sup>?
2. Why are tenants required to give notice before moving out?
3. What must be contained on a notice to end a tenancy?

### RAY'S AMENITY CALAMITY

Ray lives in a one-bedroom suite at Grand Cache Terrace. One of the things he likes about the building is that laundry and cable television are included with his rent. He has signed a two-year lease. Ray's rent is \$1000 a month, and will remain that for the length of the agreement. Six months into the agreement, the landlord at Grand Cache leaves a memo on Ray's door. It reads that effective immediately, the cable television will be disconnected across the building and laundry will now cost \$2 per load. The landlord explains that costs are going up, and because he can't raise Ray's rent due to the lease agreement, he needs to find a way to increase his income from the building.

1. Can the landlord remove services or start charging fees for existing amenities?
2. Can the landlord make changes to services or start charging fees for existing amenities at the time of a lease renewal?