

RENT

**THE
TEACHER'S RESOURCE**

RENT: THE TEACHER'S RESOURCE

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SELECTED PLEA LEARNING RESOURCES

Check out teachers.plea.org for a wide range of learning resources. Print copies available at no charge. Select resources also available in French.



REVOLUTION

Learn how revolutions overturn laws and institutions. History 30, Social Studies 30.



VICHY

Learn what happens when democracy is overturned. History 20.



THE MIND OF MACHIAVELLI

Learn how Machiavelli influenced modern governance. Social Studies 30.



LEGAL IMMUNITY

Learn about the history of vaccines and the law. Social Studies 30, Law 30.



CURB YOUR FANATICISM

Learn how moderation in views can help create better societies. Social Studies 30, Law 30.



RUNNING JOKES

Learn why we all have the right to run for office. Social Studies 30, History 30, Law 30.



CANADA'S LEGAL SYSTEM: AN INTRODUCTION

Learn about the pillars of Canada's legal system. Social Studies 8.



HAMMURABI'S CODE

Learn about the foundations of western legal systems, and how they compare to Indigenous law. Social Studies 9.



DIRECT DEMOCRACY: PLEBISCITES AND REFERENDUMS

Learn how Saskatchewan citizens have the power to create laws through popular vote. Social Studies 30, Law 30



SUNSHINE SKETCHES OF A LITTLE TOWN: THE LEARNING RESOURCE

Learn about Canada's history and governance through Stephen Leacock's classic book. ELA A30.



DEMOCRACY AND THE RULE OF LAW

Learn how the rule of law supports democracy, and democracy supports the rule of law. Social Studies 30, Law 30.



SHIPWRECKED: THE LEARNING RESOURCE

Learn how survivors of shipwrecks created systems of rule. Law 30.

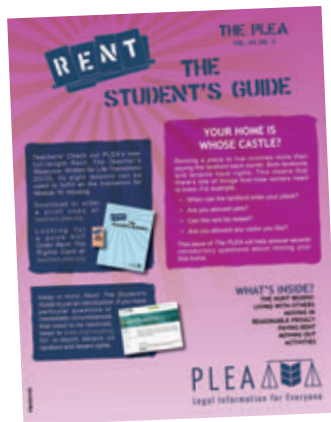
INTRODUCTION

Many high school students live independently. While others will soon enough. When it comes to renting a place to live, young people, their landlords, and society are all better-off when everyone knows and honours their rights and responsibilities.

With this in mind, PLEA created *Rent: The Teacher's Resource*, to explain renters' rights in Saskatchewan to young people. Across eight lessons, this resource creates a path that fulfills outcomes and indicators of Module 15: Housing in Saskatchewan's Life Transitions 20, 30 Curriculum. As well, this resource can fulfill CV3(a) indicators in Saskatchewan's Law 30 Curriculum. Each lesson contains curriculum links, step-by-step procedures, handouts, activities, and links to outside resources where appropriate.

To further help young people understand their rights as renters, PLEA also has created a set of accompanying resources to this teacher's guide.

Rent: The Student's Guide is an in-brief newsletter version of this resource.



Rent: The Rights Card is a wallet-sized overview of renter's rights.

Individual copies or class sets of any or all of these resources can be ordered for free at teachers.plea.org.

Note that these resources apply to provincially-regulated rental housing in Saskatchewan. For information on housing in Indigenous communities, contact your local First Nation.

Teachers are the people on the ground, closest to what's happening in Saskatchewan's schools. We welcome your feedback on this or any other PLEA learning resource, to better-understand how PLEA can help you make learning happen. Drop us a line at plea@plea.org or scan the QR code to use our feedback form.





LESSON 1

TYPES OF RENTAL HOUSING

Objective

Students will consider the positive and negative aspects of different types of rental housing, and think about how those different types of housing may or may not fit their needs.

Curriculum Links

- LIFE15 (a) Identify factors (e.g., stages in family life cycle, accessibility, culture, budget) that influence decisions regarding living independently.
- LIFE15 (b) Describe potential benefits and challenges of living with others (e.g., roommates, siblings, partners) and living alone.
- LIFE15 (f) Investigate services and supports in the community (e.g., local housing authority) to help resolve issues with housing access.
- LIFE15 (l) Research the factors that can lead to homelessness among young people such as lack of adequate income, access to affordable housing, discrimination, mental health issues and family breakdown.

Procedure

1. Lead class discussion about living on one's own. What kinds of things can be expected? Focal points for conversation could be social, cultural, financial, or educational.
2. Introduce types of accommodations available for rent, using the list from Types of Rental Housing to guide discussion. Point out that there are benefits and drawbacks to every living situation and many of these are subjective.
3. Break students into small groups and assign "Types of Rental Housing: Pros and Cons". Teachers may wish to have each group intensively examine one type of housing and report back to class, instead of each group looking at all possibilities.

4. As an alternative to having each group fill out the housing pros and cons chart, teachers may have students put their answers on sticky notes. Teachers can then have the class create a single board display to refer back to throughout the unit of study.
5. From all possible options of rental housing discussed in this lesson, ask students to consider what would be their ideal type for this point in their life. Discuss what they would be willing to compromise if they cannot achieve their ideal?
6. To expand conversations around types of rental housing and their various pros and cons to include roommates and room-and-board situations, read “Living With Others.”

KEY QUESTIONS

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

Students could pair up and create roommate agreements.

Further Exploration

7. Sometimes roommate disputes will end up in Small Claims Court. For more information about the small claims court process in Saskatchewan, check out *Going to Small Claims Court*. Find it at www.plea.org/courts-legal-system/going-to-small-claims-court
8. Living together, whether it be individuals living together as roommates or people living together as a society, can be complicated. For case studies of how small groups of people managed to live together—some successful, others not so much—check out *Shipwrecked*. There is both a full-length teacher resource and a student-friendly newsletter. Find them at teachers.plea.org
9. For an investigation into some possible downsides of corporate landlords and the state of public housing investment in Canada, check out the CBC’s investigation “How ‘financialized’ landlords may be contributing to rising rents in Canada.” Find it at www.cbc.ca/news/financialized-landlord-higher-rents-canada-1.7307015
10. Saskatchewan has public housing programs for families, seniors with low incomes, people with disabilities, and people living in select northern and rural communities. These programs provide subsidised rental homes according to financial need. For more details check out www.saskatchewan.ca/residents/housing-and-renting/renting-and-leasing/rental-housing-for-people-with-low-incomes and www.saskatchewan.ca/residents/housing-and-renting/renting-and-leasing/rental-housing-in-rural-and-northern-communities

ACTIVITY

TYPES OF RENTAL HOUSING: PROS AND CONS

Type of Rental Housing	Positives	Negatives
Bachelor Apartment		
One Bedroom Apartment		
Two/Three Bedroom Apartment		
Basement Suite		
Duplex/Townhouse		
House		
Mobile Home		
Housesit		
Boarding		
Room and Board		
Furnished Suite		
Unfurnished Suite		
Commercial Landlord		
Independent Private Landlord		
Housing Cooperative		
Public Housing		

LIVING WITH OTHERS



Living independently can be fun and empowering. However, being on your own can also be lonely and expensive. A way around these challenges is to rent a place with other people.

There are great reasons to live with a roommate. Roommates can help pay the rent, be great company, and give each other an added sense of security.

Finding one or more roommates does not automatically mean that you can all move into a property. Landlords have the right to restrict the number of people in a rental property. To be certain, the law protects people from being discriminated against by landlords: landlords cannot ignore human rights when renting out a home. We will explore specific protections from discrimination that renters have in a coming lesson.

Nonetheless, landlords are within their rights to limit how many people can stay in a place. In fact, a landlord can end a tenancy if there are an unreasonable number of people living in the place.

Another right landlords have is the ability to charge more rent for extra people, so long as there is a term in the contract that says rent can change based on the number of tenants.

Even if the landlord allows roommates—and most do—remember that living with others requires patience, kindness, and compromise. Renting a home is not just about forming a relationship with your landlord. You also need to build a relationship with your roommate.

GETTING ALONG

Having a roommate means less privacy and the risk of disagreements. Chores, guests, and other aspects of day-to-day life can create conflict.

To help avoid disputes, it is helpful if everyone agrees to some rules about how to live together. When moving in with a roommate, think about creating a written agreement. It can outline anything ranging from sharing chores to everyone's obligations to each other. If a dispute arises, a written agreement can help determine whether or not everyone is living up to their obligations.

Your agreement can be more than just a list of "Do Not's." Think about positive "Do's" as well: do be respectful and kind, do laugh with each other, or do clean up after yourself.

If disputes arise between roommates, the laws governing rental properties in the province will not help you out. The Office of Residential Tenancies, the provincial agency that deals with rights and responsibilities of landlords and tenants, does not deal with roommate disputes. You will need to resolve these disputes with your roommate. In extreme situations involving money or property, Small Claims Court may be an option.

Keep in mind that when you and your roommates make an agreement, your agreement does not affect the rights of a landlord. This means that one tenant can end up on the hook for the entire rent if the other tenant does not pay. It also means that a tenant could lose anything they paid towards the security deposit if their 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 all these reasons, it is important to choose roommates that you trust. It is equally important to spell out your expectations to each other before entering into a situation where you live together. And above all, it is important to be open, honest, and respectful with each other.

BOARDERS

Boarders rent out a room in a home from the owner, sharing common areas like the kitchen, bathroom, and laundry. When a landlord also provides their boarder with meals, it's called Room and Board.

Like all rental situations, the landlord and tenant must agree to conditions when a boarder moves in. A landlord cannot decide they no longer want their boarder and make them immediately leave. They must follow the same rules for ending a tenancy as they would for any other rental situation. Also, boarders cannot be restricted from access to common areas within the home. However, boarders can face eviction if they fail to abide by certain homeowner rules, like not smoking.

LESSON 2

THE HUNT BEGINS!

Objective Students will consider how to effectively search for rental accommodations.

Curriculum Links • LIFE15 (c) Compare and rank accommodation options available (e.g., apartment, house, room and board) to meet personal housing requirements using criteria such as security deposit, cost of rent, cleanliness, accessibility, location, parking, access to amenities and services, size and utilities.

Procedure

1. Look back to the previous lesson, focusing on what types of rental accommodations students chose as their ideals, why they made that choice, and what they would be willing to compromise.
2. Review “Finding a Place to Live” with the class.

KEY QUESTIONS

- Would you be concerned about the accuracy of answers that landlords provide for certain “points to consider”? Where else could you turn for answers?
 - What factors would make negotiating better terms with the landlord a good idea?
 - What factors would come into play when choosing an ideal roommate?
3. Students should now have enough basic information to begin the search for a specific rental home. Using the information in Finding a Place to Live, have students find potential homes that they would be comfortable renting, in their community or in a community they wish to move to. Consider pairing up students who would like to be roommates to do their search as a roommate situation.
 4. To supplement this lesson, students could view an episode of *For Rent*. The program introduces the joys and challenges that renters face in finding a home. *For Rent* is available on several free streaming services.

ACTIVITY

FINDING A PLACE TO LIVE

Finding a place to rent can be stressful and time-consuming. It's usually not easy and often requires compromises. But the hunt can also 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. Places to look for rentals include:

- local newspapers and online ads
- housing registries from universities or colleges
- real estate agents who handle rental property
- leads from friends and neighbours
- walking through a neighbourhood to look for rental places

Once you've found a few places, take a closer look. What exactly does each have to offer? Things to consider include the place, the costs, and the safety and security.

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 extra amenities, such as a gym or a pool?
- Is it pet friendly?
- Is smoking allowed?
- Is growing cannabis allowed?

THE COSTS

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

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?

The answers to the questions about the place, the costs, and the safety and security can help you make a shortlist of potential properties to rent. What are the pros and cons of each place on your shortlist? What things from your wish list can you give up?

To help with your shortlist, check out what people are saying about the building, the landlord, and the neighbourhood. Feel free to ask people in the building or the neighbourhood. Also consider going online. Local discussion forums on places like Reddit often have threads that deal with these topics. If you can't find the information you need, consider posting a question.

Remember: renting a place to live is forming a contract between two or more parties. If there are aspects about the rental arrangements that you think could be improved—perhaps lower rent, small improvements to the property, or other favourable conditions—you can try to negotiate that with the landlord. They can decide if they will accept the terms, but you will be in a better negotiating position if you know more about what is on offer at comparable properties.



LESSON 3

COSTING IT OUT AND APPLYING TO RENT

Objective Students will budget for renting a home and learn how to apply for a place to rent.

Curriculum Links

- LIFE15 (d) Investigate the processes and documentation required to obtain rental accommodations in various locations (e.g., rural, urban).
- LIFE15 (f) Investigate services and supports in the community (e.g., local housing authority) to help resolve issues with housing access.
- LIFE15 (g) Investigate services and supports in the community (e.g., Public Legal Education Association, Office of Residential Tenancies) that help resolve housing disputes.

Procedure

1. Have students review their favourite rental properties from the search conducted in Lesson Two. What kinds of rental accommodations are available? What areas and buildings are more desirable? Can you necessarily afford to live where you want?
2. Explain that there are costs associated with moving. Many costs are one-time expenses, not obvious at first. Brainstorm a list of all the possible expenses for moving. The list could include anything from purchasing vacuum cleaners or yard maintenance equipment to utility hookup fees and security deposits. Lesson Four explores security deposits in detail: for now it is enough to know that a security deposit can be up to a full month's rent, payable over two months.
3. Engage in a second brainstorming session to make a comprehensive list of ongoing expenses associated with renting a home. This list

could include anything from utilities to cleaning supplies. Laws related to cleaning and repairs will be explored in more detail in Lesson Four.

4. With the start-up and ongoing expenses mapped out, use the activity “Costing it Out” for students to create a budget for moving, and a budget for monthly accommodation. Do this for each of their chosen rental properties. This activity will give students a better idea of what properties on their shortlist are within their price range.
5. Now that students understand the full cost of moving in and living in a rental home, they will be ready to apply for rental properties. To understand the limits that landlords can place on who they will rent to, read “Applying for Tenancy: Rights, Responsibilities, and Discrimination.”

KEY QUESTIONS

- Landlords cannot refuse to rent based on things like race, gender identity, having children, or being a recipient of social assistance. Why is it important that the law recognises the vulnerability of minorities and people experiencing poverty?
- Why would the law have certain carve-outs, such as allowing a woman renting a room in her home to only rent to another woman?

Further Exploration

6. The Government of Saskatchewan offers rent subsidies for low-income people who spend 35% or more of their income on shelter, as well as subsidies for people fleeing domestic violence situations. For more details, check out www.saskatchewan.ca/residents/housing-and-renting/renting-and-leasing/saskatchewan-housing-benefit

ACTIVITY

COSTING IT OUT

Moving into your own place can be costly. It involves a lot of one-time expenses, like security deposits, utility hook-up fees and movers. Once you're settled in, you'll have ongoing expenses such as monthly rent, utilities, and tenant insurance.

Add to that, setting up a home requires many basic items, such as furniture, dishes, and curtains. These things can be costly, too.

Look at your ideal rental homes that you searched out in the previous lesson. Research how much it will cost to move into each home, and how much it will cost every month to live there.

Remember: the price of rent does not tell the whole story. Different properties include different things with the rent. For example, some places include internet or electricity, some places come furnished, and many renting a room situations include household items and small appliances.

BUDGET: MONTHLY COSTS

	Property 1	Property 2	Property 3
Rent			
Utilities (itemise)			
Insurance			
Other			

BUDGET: MOVING IN COSTS

	Property 1	Property 2	Property 3
Security Deposit			
Utility Hookup Fees			
Furniture (itemise)			
Household Items (itemise)			
Other			

APPLYING FOR TENANCY: RIGHTS, RESPONSIBILITIES, AND DISCRIMINATION

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

A landlord can ask you for character and financial references. They may also ask for the name of your previous landlord, or the name of your employer. This is their right. 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.

Sometimes these questions may seem intrusive. Remember, though, that the rental is the property of the landlord. Good landlords will be interested in having tenants that respect the space and respect their neighbours. References can help establish that you will be a good tenant. Add to that, a landlord who is careful about having good tenants makes your life easier if you move into their rental property: you will be more likely to have responsible neighbours.

While the landlord has the right to ask for any reasonable information as part of your rental application, they cannot charge any fees for applying or accepting an application.

As a renter, you are also protected by human rights legislation. *The Saskatchewan Human Rights Code, 2018* protects against housing discrimination based on certain grounds:

- 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
- gender identity

A landlord cannot consider any of the protected grounds in *The Saskatchewan Human Rights Code, 2018* when deciding about renting to someone. Everyone who applies must be given equal consideration.

For example, an advertisement cannot state “no immigrants” or “no Indigenous people.” It also cannot say “no children,” or “must be working.”

A landlord can state a preference, so long as their preference doesn’t purposely exclude people on the basis of protected grounds. 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.

As well, if you suddenly require the use of a service dog to assist with a disability, you cannot be evicted. There is an exception to this rule for landlords who are renting a room in their own house and there is a shared bathroom or kitchen facility, such as a room and board situation.

Similarly, some exceptions to cannabis restrictions may be made for medical cannabis users.

There are a few other exceptions that may apply to landlords. The law allows rental accommodations to 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.

If you have any questions about discrimination as it relates to housing, or you feel you have been the victim of discrimination, you can contact the Saskatchewan Human Rights Commission at 1-800-667-9249 or shrc@gov.sk.ca.

LESSON 4

MOVING IN: RENTAL AGREEMENTS

Objective Students will learn what is in a rental agreement.

Curriculum Links • LIFE15 (d) Investigate the processes and documentation required to obtain rental accommodations in various locations (e.g., rural, urban).

Procedure

1. Discuss with students that a contract is a legally binding agreement between two or more parties.
2. Lead class reading of Rental Agreements.

KEY QUESTIONS

- Why do you think that there are standard conditions that must apply to every rental situation?
 - What drawbacks could there be to having an oral as opposed to written rental agreement?
3. The Office of Residential Tenancies has fillable forms that can be used for fixed term rentals (leases), month-to-month rentals, and week-to-week rentals. Links to all these forms can be found at www.plea.org/housing/renting/rental-agreements under Types of Tenancies. Ask students to review these sample rental agreements, to understand ideally what should be in every rental agreement.
 4. Renting involves entering into a contract. For more details about how contracts are governed by laws, check out *Contract Law*. There is both a full-length teacher resource and a student-friendly newsletter version. Find them at teachers.plea.org

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

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.

LESSON 5

MOVING IN: DAMAGE, CLEANING, AND REPAIRS

Objective Students will learn about everyone’s responsibility for taking care of a rental property.

Curriculum Links

- LIFE15 (d) Investigate the processes and documentation required to obtain rental accommodations in various locations (e.g., rural, urban).
- LIFE15 (e) Research checklists for moving that could be used by landlords and renters that outline the rights and responsibilities of each party and support smooth transitions.

Procedure

1. Brainstorm the ideal condition for a rental property. Does a property need to be “perfect”? What would constitute an unlivable environment?
2. Bridge discussion into how landlords and tenants both share responsibility for the living environment of rental properties.
3. Lead class reading of “Moving in and Settling In: Damage, Cleaning, and Repairs.”

KEY QUESTIONS

- Why would it be in your best interest to have a written and photographic description of the condition of each room of a rental property when you move in?
 - Is up to one month’s rent as a security deposit a fair amount for the renter? The landlord?
 - Is it fair that renters are responsible for damage done by their guests?
4. Assign “Damage, Cleaning, and Repairs: True or False” and “Mini-Case Studies: Can the Landlord Do It?” as a summary exercise.

MOVING IN: DAMAGE, CLEANING, AND REPAIRS



Both renters and landlords have responsibilities when it comes to the condition and maintenance of a rental home. Knowing who's responsible for what, and being aware of your shared responsibilities, will help make your move-in and living experience better.

CHECKING OVER THE RESIDENTIAL PREMISES

When agreeing to rent a home, you have the right to look over the unit. You can do a walk-through of the property, checking out the condition of each room and making sure that the appliances and fixtures are in good working order.

To help things along, many landlords will have a checklist to mark the condition of each room. Alternatively, you or the landlord could create your own checklist. Taking pictures helps, too.

Once you've finished the inspection, it's a good idea for you and the landlord to each sign, date and keep a copy of the checklist. This will help protect both you and the landlord if later disputes arise about damages.

If the place is not in good condition, ask that problems be fixed and get it in writing. Do not agree—verbally or in writing—that a place is in good condition if it is not. This can cause problems later on. The landlord could use the statement to argue that the damage happened after you moved in.

Sometimes you'll only notice some damages after settling in. If this happens, let the landlord know about the damage as soon as possible. You should write and sign a note describing the damage and stating the date that you noticed it. Including photos is a good idea. Give one copy of the note to the landlord, and keep a copy for yourself. The landlord may still dispute when or how the damage occurred, but it is best to document these things as soon as you notice them.

PAYING A SECURITY DEPOSIT

Before you move in, landlords will often require that you pay a security deposit. Security deposits are also called damage deposits. This is money that the landlord collects at the start of a tenancy, to be used to cover any losses caused by a tenant. This can include damages or unpaid rent.

A security deposit can be up to the full cost of one month's rent. Things like key deposits, pet deposits, or any other form of deposit cannot be extra charges: they must be part of the security deposit.

Landlords can only ask for a security deposit at the beginning of the tenancy. They cannot ask to increase it or refuse to renew a lease for the purpose of increasing the deposit.

A security deposit can be paid over two payments: the landlord can ask for up to one-half when you agree to rent the place, and the rest is due two months after you move in.

As long as you keep the place in good condition, you'll get your damage deposit back when you move out. The money is yours, and landlords are required to keep it in a trust account. If the tenancy lasts five years or more, you'll be entitled to interest on the deposit as well.

Individuals receiving assistance under the Saskatchewan Income Support program may receive money for a security deposit as part of their Shelter Allowance and are responsible for paying it to the landlord.

Once the tenancy is over the landlord may make a claim for some or all of the deposit to pay for damages that you may be responsible for. If this is the case, the landlord must make a claim within seven days of you moving out.

Sometimes, a security deposit can be put towards your last month's rent when moving out. However, the landlord must agree to this. A tenant cannot apply the security deposit towards rent unless the landlord agrees.

CLEANING AND REPAIRS

When it comes to cleaning and repairs of your place, both you and your landlord have certain responsibilities.

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.

However, you do not have to make repairs required because of reasonable wear and tear.

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.

Of course, you and your landlord can come to a different arrangement when it comes to some of the cleaning and repairs. For example, you could agree to do the regular cleaning of the common areas or shovel snow. In return, the landlord may offer you a reduction in rent.

ACTIVITY

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. ___ Because Pat did not notice and report all damage in an initial inspection of her apartment, Pat is responsible for the repair.
3. ___ A security deposit must be paid on all rental accommodations.
4. ___ Davinder's landlord has the right to charge him two months' rent for a security deposit.
5. ___ Helga, a landlord, does not have to hold security deposits in trust as long as she pays them back with interest, minus any damages.
6. ___ Jill is responsible for repairing the shower head that her friend Janna ruined.
7. ___ Lonny is responsible for replacing the burned-out lightbulb in the common area of the apartment block.
8. ___ Appliances are part of Mo's rental agreement. Mo can expect that his landlord is responsible for repairing his apartment's stove that broke down due to regular wear and tear.
9. ___ Bryan rents a house and yard, so he is responsible for maintaining the yard.
10. ___ The tenants of an apartment should expect the snow to be shoveled in a reasonable amount of time after a snowstorm.

MINI-CASE STUDIES: CAN THE LANDLORD DO IT?

For each scenario, explain if the landlord is in the right or in the wrong.

1. Sylvia refuses to pay the rent until the malfunctioning dishwasher is repaired. Because of the unpaid rent, her landlord evicts her.
2. Golden Manor Real Estate, the landlord, serves eviction notice on Tonya to vacate in the middle of the lease period because she does not keep the premises in a fit state of cleanliness.
3. Grace Brothers Apartments puts a broom in the laundry room along with a sign that requires the tenants on each floor to be responsible for keeping the laundry room clean.
4. Lolita and Lawrence both put in applications for one available suite at Sunnyside Apartments. Paul, the landlord, tells the two that whoever pays him the entire damage deposit up-front will get the apartment.

DAMAGE, CLEANING, AND REPAIRS: TRUE OR FALSE?

ANSWERS

1. T Bill may refuse to sign a written statement that his rental premises are in a good state if it truly is not.
2. F Because Pat did not notice and report all damage in an initial inspection of her apartment, Pat is responsible for the repair.
3. F A security deposit must be paid on all rental accommodations.
4. F Davinder's landlord has the right to charge him two months' rent for a security deposit.
5. F Helga, a landlord, does not have to hold security deposits in trust as long as she pays them back with interest, minus any damages.
6. T Jill is responsible for repairing the shower head that her friend Janna ruined.
7. F Lonny is responsible for replacing the burned-out lightbulb in the common area of the apartment block.
8. T Appliances are part of Mo's rental agreement. Mo can expect that his landlord is responsible for repairing his apartment's stove that broke down due to regular wear and tear.
9. T Bryan rents a house and yard, so he is responsible for maintaining the yard.
10. T The tenants of an apartment should expect the snow to be shoveled in a reasonable amount of time after a snowstorm.

MINI-CASE STUDIES: CAN THE LANDLORD DO IT?

1. Yes. Tenants are not allowed to withhold rent until landlords make repairs. Instead, the tenant must continue paying the rent and contact the Office of Residential Tenancies to seek resolution over items that require repair.
2. Yes. Tenants are required to keep their rental properties in a reasonable state of cleanliness. In most cases, the landlord must provide a reasonable amount of time to remedy the problem before eviction.
3. No. Laundry rooms are common areas and cleanliness should be maintained by the landlord.
4. No. Damage deposits must be accepted over two months' time.

LESSON 6

SETTLING IN: LANDLORD AND TENANT RIGHTS AND RESPONSIBILITIES

Objective Students will explore rights and responsibilities of landlords and tenants.

Curriculum Links • LIFE 15 (h) Role play scenarios that demonstrate how to successfully resolve potential issues and challenges (e.g., loud neighbours, broken appliances, nonresponsive landlord) related to seeking, obtaining, maintaining and ending a variety of living arrangements.

Procedure 1. Read “Paying the Rent” as a group.

KEY QUESTIONS

- Is it fair to landlords that they can only charge one month’s rent at a time?
- Why do you think landlords can charge more for additional occupants?

2. Assign “Rent Case Studies.”

3. Continue reading with “Tenant and Landlord Rights.”

KEY QUESTIONS

- What do you think “reasonable privacy” means?
- Why do you think political candidates and their representatives cannot be barred from entering an apartment building during an election campaign?
- Are the restrictions on landlords’ access to their property reasonable? Why or why not?

4. Pair students to create role-play scenarios for “Role Play! Can the Landlord Do It?” Role plays can be performed in front of the class to help students understand various laws that apply, and ways to come to amicable solutions when disputes arise.

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.

PAYING THE RENT

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.

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 1st. Jerry ignores her rent increase notice and on October 1st 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 he will raise the rent on her parking spot to \$75 dollars a month, and gives her twelve months' notice.
 - a. Was this parking space rental increase legal?

 - b. What process should the landlord have followed if he wished to increase the rent on the parking spot?

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 machines cost too much to operate. They have been removed, and tenants can instead go to the laundromat around the corner to wash clothes.
 - a. Was the removal of the machines legal?

 - b. What should the landlord have done in this case?

TENANT AND LANDLORD RIGHTS

TENANT'S RIGHT TO QUIET ENJOYMENT

You have the right to have a rental home that is safe and fit to live in. Your rights include:

- reasonable privacy
- freedom from unreasonable disturbance including disturbances created by your landlord, another tenant of the landlord, or a person permitted on the premises by your landlord or another tenant
- exclusive possession of the premises subject only to your landlord's right to enter under circumstances outlined in *The Residential Tenancies Act, 2006*
- use of the common areas for reasonable and lawful purposes, free from significant interference

Your landlord must also respect some restrictions. They cannot take any of your personal property, or restrict access to your property by you or someone you have authorised to visit. However, landlords may be able to take your property or restrict access if they have obtained an order from the Office of Residential Tenancies.

During elections campaigns, your landlord cannot restrict candidates or their authorised representatives from canvassing your building. You have the right to display election advertising such as candidate posters, although the landlord can place some reasonable conditions on the size and condition of the posters. The landlord can also restrict the posters from being displayed in common areas. You must remove your election-related posters within seven days following the election.

Landlords have the right to change the locks for access to common areas, but must provide you with new keys and/or access codes. When it comes to the locks for your particular suite or house, neither you or your landlord can change the lock unless you both agree.

For other concerns such as fire codes or health regulations, you may want to check with your local government.

LANDLORD'S RIGHT OF ACCESS

A landlord can enter your rental unit only under certain conditions. These include:

- when you have given permission to the landlord, either at the time or no more than seven days before
- if there is an emergency and the landlord must enter to protect life or property
- if it reasonably appears to the landlord that you have abandoned the rental unit

A landlord can also give you written notice to enter. The notice must state the time and date of the entry and the purpose for entering. The time for the entry in the notice must not cover more than a four-hour period and the four-hour period must be between 8 am and 8 pm, unless you otherwise agree. The purpose of the entry must be reasonable, and the notice must be given at least 24 hours and not more than seven days before the landlord wants to enter.

Different rules apply if you have given notice to move out and the landlord wants to enter to show the rental unit to a prospective tenant. In this case the landlord only has to give you two hours notice, either in person, electronically, or over-the-phone. If you have not given the landlord a contact phone number or email address, or if the landlord cannot reach you by phone or email, after reasonable attempts they can enter and leave a notice on the door stating that they entered the premises to show them to a prospective tenant. The landlord can only enter between 8 am and 8 pm and cannot enter on Sunday or a day of religious worship for you.

If the landlord wants to show the rental unit to a prospective purchaser, the landlord must give 24 hours notice unless they have your consent to enter on shorter notice.

ACTIVITY

ROLE PLAY! CAN THE LANDLORD DO IT?

Choose a scenario to act out for the class. For each scenario:

- a. determine whether the landlord or tenant acted within the law
 - b. create a role-play where the landlord and the tenant come to an amicable solution to their disagreement
1. Mrs. Fehr, the landlady, enters the premises without notice because she has reason to believe a bathroom tap was left on and the sink is overflowing.
 2. Both Clinton and his landlord agree that a new lock should be placed on his front door. The landlord installs the lock.
 3. Mr. Booth, the landlord, enters Pia's apartment because a window was left open and the weather forecast is calling for a heavy storm.
 4. Because Jon's friend Ryan was once convicted of theft, the landlord will not allow Ryan to visit Jon's apartment.
 5. Julie has given notice to vacate her apartment. The landlord phones her twice, texts her, and knocks on her door to tell her that he will be showing her apartment to a prospective renter in two hours. Julie sees all this, but refuses to respond to the landlord. The landlord still arrives to show her apartment.
 6. Tammy's landlord asks her to take down an election sign on her balcony promoting a city council candidate.
 7. Barry is constantly disturbed by loud music from a neighbouring apartment. He complains to his landlord only to find out it's the suite that the landlord lives in. He refuses to do anything about it.

MINI CASE STUDIES



1.
 - a. This rent increase is not effective because the landlord did not give proper notice. The law says that a landlord must give six or twelve months' written notice before they can raise the rent.
 - b. Yes, Jerry was within his rights to withhold the extra rent.
2.
 - a. This increase in rent for the parking space is not effective. The landlord is not allowed to charge more or take away services agreed to upon making a rental agreement.
 - b. The landlord cannot simply raise the rent for the parking space. They either need to negotiate an increase with Ferne, or make an application to the Office of Residential Tenancies to try and gain permission to charge more for the parking spot. A more cynical landlord may simply raise the rent of the apartment to gain the extra \$25 per month.
3.
 - a. Removing the machines was not legal, because the landlord is not allowed to take away services agreed to upon making a rental agreement.
 - b. The landlord should have made an application to the Office of Residential Tenancies to attempt to change the services supplied in the apartment.

ROLE PLAY! CAN THE LANDLORD DO IT?

1. Yes. The landlord can do it. Mrs. Fehr had reason to enter in order to protect her property in an emergency such as this.
2. Yes. The landlord can do it. Locks on private suites can only be changed with the agreement of the tenant.
3. No. The landlord cannot do it. In this case, the storm was merely predicted. It was not actually storming. If there was an actual storm and damage was happening, it could be seen as an emergency requiring the landlord to protect the property and enter the apartment.
4. No. The landlord cannot do it. Landlords cannot restrict the guests of their tenants.
5. Yes. The landlord can do it. The landlord made a reasonable attempt to contact her. It was reasonable to assume that Julie was not home.
6. No. The landlord cannot do it. As long as the sign was not of unreasonable size, the landlord cannot restrict Tammy from showing the campaign sign.
7. No. The landlord cannot do it. The tenant should be protected from unreasonable disturbances from both other tenants and the landlord.

LESSON 7

MOVING OUT

Objective Students will learn the proper procedures for moving out of a rental property.

Curriculum Links

- LIFE15 (e) Research checklists for moving that could be used by landlords and renters that outline the rights and responsibilities of each party and support smooth transitions.
- LIFE15 (g) Investigate services and supports in the community (e.g., Public Legal Education Association, Office of Residential Tenancies) that help resolve housing disputes.
- LIFE15 (h) Role play scenarios that demonstrate how to successfully resolve potential issues and challenges (e.g., loud neighbours, broken appliances, nonresponsive landlord) related to seeking, obtaining, maintaining and ending a variety of living arrangements.

Procedure 1. Lead classroom reading of “Moving Out.”

KEY QUESTIONS

- What do you think is “reasonable” wear and tear?
 - What are some of the risks of subletting a rental property?
 - On what day must a one-month notice be given?
 - Can a landlord withhold returning a security deposit without the consent of the tenant?
2. Break students into role-play groups. Create a scenario that could lead to an eviction. Guiding ideas for the role play can include:
- What are the renter’s rights in this situation?
 - What are the landlord’s rights in this situation?
 - Is an eviction the only option? What other ways can the landlord and tenant come to a satisfactory resolution of the problem?

Further Exploration

3. In extreme and unusual situations, the landlord and tenant may have a dispute about which they cannot come to a resolution. Many of these disputes can be resolved by the Office of Residential Tenancies. They have an online portal that tenants and landlords can use to create a notice, make an application and upload evidence for a hearing. For more information on how to begin a dispute process with the Office of Residential Tenancies, check out. www.plea.org/housing/renting/disputes

MOVING OUT

Most people move to different homes several times in their life. This means that if you are a renter, at some point your tenancy will likely come to an end. Depending on the type of rental agreement you have with your landlord, there are different ways that end will come about.

If you are in a lease, you can choose to not renew it when it ends. If you rent by the month or the week, you must give notice to your landlord if you are going to move out. As well, a landlord and tenant can agree at any time to end the tenancy.

Let's look at specific situations.

LEASED PREMISES

Leased premises are yours to live in for a fixed period of time. A lease that is not renewed ends on the date stated in the lease. Generally, you cannot decide to end a lease before that date without the landlords' consent.

At the end of the lease, neither you nor the landlord are required to renew the lease. The landlord must tell you, in writing, whether or not they are willing to renew the lease at least two months before the end of the lease. This notice period gives each of you an opportunity to discuss future plans before the lease ends. The notice of intention must indicate whether or not the landlord is willing to renew the lease and, if so, on what terms.

If you receive a notice that the landlord is willing to enter into a new lease, you have 30 days to accept the offer. If the landlord has not received your acceptance within 30 days, the offer will be considered rejected. A landlord may withdraw an offer of renewal at any time before you accept it. You would then be required to move out at the end of the current lease.

WEEKLY OR MONTH-TO-MONTH RENTALS

If you rent by the week or by the month and want to move out, you must give notice to your landlord. If you rent by the month, you must give the landlord one full month's notice. If you rent by the week, you must give one full week's notice. The notice must be in writing, include your name, the address of the rental unit, and the date the tenancy will end.

For example, if you rent by the month and want to move out on September 30th, you must give notice no later than August 31st. If you don't give notice until September 1st, you are legally required to pay October's rent.

Your notice can be given to the landlord in person, mailed to the contact address the landlord gave you, or sent electronically.

NOTICE FOR CAUSE

If your landlord breaches a material part of your tenancy agreement, you can give immediate notice to end the tenancy. This is true for weekly, month-to-month, or lease agreements. Your notice should be in writing, and include your name, the address of the rental unit, the date the tenancy will end, and the grounds for ending the tenancy.

For example, if your rental unit is in such bad repair that it is not livable, you would notify the landlord with the above information. 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.

SUBLETTING

If you are in a lease and want to move out early, one option is to have somebody else take over the lease. This is known as subletting.

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

If you sublet your place, you're still responsible to the landlord for what you agreed to in your lease. For example, it is your responsibility to ensure that your subletter pays the landlord the rent. Because you're still responsible for the place, consider the risks of subletting and take steps to protect yourself, such as creating a written agreement with the subletter.

NOTICE BY LANDLORD TO LEAVE**IMMEDIATE NOTICE**

If your rent is unpaid for 15 or more days after it is due, a landlord can end the tenancy immediately by serving notice. If you are responsible for paying the utilities and they are overdue, the landlord can give you immediate notice to vacate 15 days after they notify you that the utility payments are late, and you do not pay them.

VICTIMS OF INTERPERSONAL VIOLENCE OR SEXUAL VIOLENCE

Tenants who are affected by interpersonal violence or sexual violence may be able to end a lease early if the continuation of the tenancy could pose a safety risk. Victims must obtain a certificate from Victims Services which then allows them to end a fixed term tenancy by giving 28 days' notice to the landlord. For more information, contact Victim Services at 1-888-286-6664.

ONE-MONTH NOTICE

In some situations the landlord can give you one full month's notice that you must move out. These include:

- the security deposit remains unpaid for more than two months after the start of the tenancy
- you are repeatedly late paying rent
- an unreasonable number of occupants are living in the rental unit
- you or your guests disturbed or jeopardized the health or safety of others living around them or the landlord
- you or your guests put the landlord's property at significant risk or caused extraordinary damage to the property
- you or your guests are affecting the privacy rights or safety of others living nearby, or the landlord's rights to privacy and safety
- you fail to repair the rental unit after being given notice and a reasonable time to do the repair
- you breach a material provision of the agreement and, after being given notice and opportunity, the breach has not been remedied
- you have subletted the rental unit without the landlord's written consent
- you give false information about the rental property to prospective renters or purchasers
- you do not comply with an order from the Office of Residential Tenancies
- you live in an owner-occupied home and you or your guest continues to

smoke when requested
not to smoke

- it is required to comply with any order of a government
- there is a reason judged proper by the Office of Residential Tenancies

In all these above situations except for smoking, the landlord must first give you a reasonable amount of time to correct the situation, if possible. If you fail to do so, notice to end a tenancy in these situations must be in writing and must be given to you on the day before the rent is due, one full month before you are expected to move out.

You may dispute the notice to the landlord within 15 days. If you do not dispute the notice, you must move out.

A landlord also may terminate a tenancy that is not for a fixed term if:

- a close family member or friend will be moving into the property
- they are going to sell, demolish, renovate or repair the property
- they are converting the property from a rental to condominiums, a housing co-op, or to non-residential use

In these circumstances the landlord must give you two-month's notice, given by the day before the rent is due. You can dispute the termination within 15 days by making an application for a hearing with the Office of Residential Tenancies. Otherwise, the notice is deemed to have been accepted.

If the landlord is selling the property, and the new owner wants to move in or have a

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.

RETURN OF SECURITY DEPOSIT

When you move out, you are required to leave the rented premises reasonably clean and undamaged, except for reasonable wear and tear. All keys and other means of access must be returned to the landlord.

Once you move out, a landlord has seven business days to return your security deposit or to claim some or all of it.

The landlord can make a claim to the deposit by serving you notice. The notice must state why the landlord is making a claim. The notice can be served to you in-person, by mail or by electronic means. If they do not make their claim within seven days, they lose the right to the deposit and it must be returned to you. If you do not give your landlord forwarding contact information when you move, they do not have to serve you notice.

Of course, you and the landlord can agree in writing that they will keep some or all of the deposit, if you agree that you are responsible for some damage or owe some rent.

If your landlord is renovating or tearing down the building, you're entitled to get the security deposit back when you move out, minus any money you owe for rent or utilities.

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

ABANDONED PROPERTY

If you leave behind personal property, anything valued at under \$1500 can simply be disposed of by a landlord if they have made reasonable attempts to locate you, or you have not made reasonable attempts to pick up your belongings.

For left-behind property valued at \$1500 or more, the landlord must apply for an order from the Office of Residential Tenancies to deal with it. If you cannot be located or do not make reasonable arrangements to deal with the property, the ORT can give the landlord an order that allows them to sell the property. If the landlord can show that the tenant owed them money they can ask for an order allowing them to keep some or all of the proceeds from the sale.

LESSON 8

REALTY BITES

Objective Students will analyse situations and determine the proper outcomes for rental conflicts.

Curriculum Links

- LIFE15 (g) Investigate services and supports in the community (e.g., Public Legal Education Association, Office of Residential Tenancies) that help resolve housing disputes.
- LIFE15 (h) Role play scenarios that demonstrate how to successfully resolve potential issues and challenges (e.g., loud neighbours, broken appliances, nonresponsive landlord) related to seeking, obtaining, maintaining and ending a variety of living arrangements.

Procedure








1. As a motivational set, have students complete Realty Bites maze.
2. Lead class discussion reviewing major concepts of unit. Ask students to consider what things they would include in the Realty Bites maze that are very relevant to renting a home.
3. Distribute and assign Realty Bites Case Studies. Teachers may wish to have students role play the scenarios.

ACTIVITY

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.

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 18th, 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 14th. The landlord tells Esteban that because he has not given the required notice, Esteban would have to pay rent for June 15th to July 14th.

1. Can the landlord require Esteban to pay rent for June 15th to July 14th?
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?

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*.

NOTES

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PLEA 

Legal Information for Everyone