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HANSARD

Tuesday, March 25, 2025 — 1:00 p.m.

Speaker: The Honourable Jeremy Harper

YUKON LEGISLATIVE ASSEMBLY
2025 Spring Sitting

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Whitehorse, Yukon
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Speaker: I will now call the House to order.
We will proceed at this time with prayers.

Prayers

Withdrawal of motions

Speaker: The Chair would like to inform the House of a change made to the Order Paper. Motion No. 1168, standing in the name of the Hon. Premier, was removed from the Order Paper, as it is out of date.

DAILY ROUTINE

Speaker: We will proceed at this time with the Order Paper.

INTRODUCTION OF VISITORS

Speaker: Introduction of visitors.
Visitors introduced

Speaker: Are there any tributes?

TRIBUTES

In recognition of 20th anniversary of Individual Learning Centre

Hon. Ms. McLean: Mr. Speaker, it is with great pride and gratitude that I stand before you today on behalf of our Yukon Liberal government to celebrate a significant milestone in the educational landscape of the Yukon: the 20th anniversary of the Individual Learning Centre, or ILC.

For two decades, the ILC has been a place of opportunity, growth, and support for young people in our community. Founded in 2005 through the vision of former Minister of Education the late John Edzerza, the ILC was created to provide a safe and flexible learning environment for students aged 16 to 21 who had become disengaged with the traditional school system.

The ILC offers an individualized, self-paced approach to education, meeting learners where they are at. The centre's commitment to supporting students in a nurturing and respectful environment has been at the heart of its success. The ILC is about more than just earning credits and completing assignments; it is truly about building relationships, fostering confidence, and helping students rediscover their passion for learning. With core subjects from grades 10 to 12, electives, cultural and experiential opportunities, and flexible hours, the ILC has become a place where students can set their own pace and choose their own path toward high school graduation.

What makes the ILC truly special is the way it adapts to the individual needs of each student. It recognizes the diverse circumstances that many of our youth face and offers the flexibility necessary for them to continue their education.

For 20 years, the ILC has been a pillar of support, providing a holistic, equitable, and culturally relevant educational experience. The ILC provides opportunities for student engagement through weekly activities such as workshops, art classes, field trips, visits with elders, daily lunches, and opportunities to meet with wellness specialists and mental wellness counsellors.

We owe the success of the ILC to the dedicated team of educators, staff, and community partners who have worked tirelessly over the years to create an environment where students feel seen, heard, and supported.

Founding members like Bill Bennett, Kim Rumley, Rick Karp, Carolyn Coombs, and Elder Jessie Dawson laid the groundwork for this transformative program, and their vision continues to guide the ILC today. They truly brought John Edzerza's vision to reality.

As we look to the future, I'm confident that the ILC will continue to be a beacon of hope and opportunity for young Yukoners. The work of this centre is fundamental to our educational ecosystem. With each new student who walks through its doors, there are new stories of resilience, perseverance, and achievement to be told.

To all of the students past and present who have made the ILC their educational home, thank you. Your determination and hard work inspire us all. Congratulations on 20 remarkable years — here's to many more.

Applause

Mr. Hassard: Mr. Speaker, I rise on behalf of the Yukon Party Official Opposition to pay tribute to the Individual Learning Centre, or ILC, on its 20th anniversary.

February 1, 2005 marked the opening of the Individual Learning Centre, which was initiated by the Minister of Education at the time, the late John Edzerza, in 2004 with the assistance of founding members Bill Bennett, who is here with us today, Carolyn Coombs, and Elder Jessie Dawson.

The ILC offers flexible learning plans with self-paced courses that provide students aged 16 to 21 with an alternative plan to complete high school courses. By creating an environment where students can fine-tune their learning and structure in a way that suited them, the program allows many to find success in their education that may not have otherwise been possible.

Today, the ILC consists of an incredible team of teachers, counsellors, and staff, and I would like to highlight the service of co-founding member Jessie Dawson, who remains a huge part of the ILC as elder and ILC community member.

I would like to thank all of those who have been a huge part of the ILC's success over the past 20 years — teachers, staff, and students alike. Because of you, the ILC has provided a community and a path forward for learners and is a testament to personalized and flexible learning to help students advance their education journey.

Applause

Ms. White: Mr. Speaker, I rise on behalf of the Yukon NDP to add our voices in celebration of the work and ongoing success of the Individual Learning Centre. This incredible program has been changing lives for 20 years.

When you walk in the doors at 4201 4th Avenue, you know that you're walking into a special space. It feels much different from when you walk into a standard high school; it feels safe, it feels calm, and you know that you are instantly welcome. For students who don't fit the mold of standard education, the ILC is a lifeline. The centre recognizes that youth have different strengths and ways of learning, and the programming is dynamic, it's responsive, and it's engaging. The ILC team empowers learners and works with them to set their own goals, motivating students to re-engage with educational success, whatever this looks like for them. There are so many incredible aspects to this special space. So, if there is a teenager or a young person in your life who is struggling to get through high school, please go and meet the folks at the ILC, because it could literally change the path of their life.

I have been to many high school graduations in my day, and my absolute favourites are the graduations of the ILC. Seeing the hard work and dedication of students and teachers alike as students walk across the stage to collect their diplomas is absolutely beautiful.

Thank you to all of the staff, leadership, learners, and community who have contributed to the ongoing success of this program. We are so grateful that you continue to lead with heart and purpose, so congratulations on 20 incredible years.

Applause

In recognition of Whitehorse Jigsaw Puzzle Exchange

Hon. Mr. Streicker: Mr. Speaker, I am pleased as punch to rise today and pay tribute to a terrific little community initiative, the Whitehorse Jigsaw Puzzle Exchange.

The puzzle exchange is one of those random, quirky, thoughtful things that just feels so "Yukon" to me. The idea came from Roslyn Woodcock, started about eight years ago, back when she was on city council. As a community butterfly and environmental boffin, Roslyn was trying to find a way to repurpose her jigsaw puzzles and started a Facebook page to connect folks together to exchange them — you know, reduce, reuse.

For a few years, there was not much uptake on the page, and then COVID hit and suddenly Roslyn's idea began to take flight. Much like an organic lending library, the idea was to leave what you can and take what you need. Roslyn dedicated a shed for folks to come and go and exchange puzzles — remaining one caribou apart during COVID. Fast-forward to today and the Facebook group has now grown to north of 800 folks. I don't know about you, Mr. Speaker, but lately I see more shared puzzles — at my community centre, at local businesses — all over the place.

Sadly for all of us here in the Yukon, Roslyn and her partner, Peter, recently made the decision to relocate down south, so Roslyn put out a call to see if anyone could take over the exchange.

She checked in with Raven, Yukonstruct, L'AFY, and the public library but couldn't find a new home. Enter Melissa Hale and Evie Allen of Boreal Fitness. They offered to take the exchange over, and recently, Roslyn helped them to set it up next to their studio at 2149 2nd Avenue — the old Whitehorse Star building. For interested puzzlers, the gym is open from 5:00 a.m. to 9:00 p.m. weekdays and 6:00 a.m. to 8:00 p.m. on weekends. Please check out their Facebook page.

To those new to the Yukon, I will just point out that Yukoners often do this where we talk about long-standing old buildings as landmarks, like the Whitehorse Star building or the old Canadian Tire or the city's old blue building which used to be across from the old Canadian Tire but which, as you know, isn't there anymore.

Mr. Speaker, thank you to Roslyn. When I texted her to talk about the exchange, she was in the middle of a Ravensburger escape puzzle while listening to a podcast of Wil Wheaton reading the book *The Collapsing Empire*, which I think she described as a satisfying life moment.

When I went for a walk with Roslyn and we chatted about the exchange, the whole initiative felt a bit like an early prairie crocus in the spring peeking through — a simple winsome thing that makes you smile.

We wish her, Peter, and Noodle safe travels wherever the road may take them. We shall miss them and always count them as friends of the Yukon.

Applause

MLA Tredger: Mr. Speaker, I rise today on behalf of the Yukon NDP and the Yukon Party to pay tribute to the Whitehorse Jigsaw Puzzle Exchange.

The puzzle exchange is a remarkable feat of community-building, and it's in the midst of an exciting transformation, but before I tell you about that, I want to paint a picture of a walk that I and my fellow puzzlers have taken many times.

Imagine you make your way to the very end of one of downtown Whitehorse's little streets. Right before the trees that line the base of the clay cliffs, there is a fence with greenery cascading over and around it and, in the middle, a picture-perfect gate. You push open the gate and walk into a wonderland of lush flower beds. Follow the boardwalk past a little cabin, then another, then another, until you come to a shed. If it's your first time making the journey, you might be a little tentative as you open the door, but when you see the shelves stacked high with puzzles, you will know that you are in the right place. You have reached the Whitehorse Jigsaw Puzzle Exchange.

The idea of the puzzle exchange is very simple. In the words of its founder, Roslyn Woodcock, it is basically a community-wide exchange for puzzle nerds. When you are in need of a jigsaw puzzle, you come by and pick out as many as you want. When you finish a puzzle, you drop it off for someone else to enjoy, but like many elegantly simple ideas, someone has to take care of the details to make it a reality. From the beginning of the Whitehorse Jigsaw Puzzle Exchange, that person has been Roslyn Woodcock.

That magical garden walk I described is through Roslyn's home, which she has generously shared for years with all of her fellow puzzlers. She ran a Facebook group for puzzlers to connect and share pictures of their puzzling triumphs and gave her address to anyone who asked so that they could come and

join the community of puzzlers. She provided the shed that housed the puzzles and did the maintenance required for any shared place — tidying, organizing, clearing out old puzzles, and making room for the new.

I described the journey to the puzzle exchange as a secret adventure, which is always how it felt to me, but the truth is that Roslyn made it incredibly accessible to anyone and everyone. It was the flexible system made possible by her time and trust and the cooperation of everyone participating. The puzzles were not available just to people like me, who were looking for an exciting way to spend a Friday night, but also to community groups like long-term care homes. The puzzle exchange even donated 100 puzzles to kick off a similar project in Inuvik.

There was always something for everyone, whether you wanted a quick and easy puzzling fix or whether you preferred to spend days on an impossible landscape, piecing together hundreds of pieces of identical blue sky. You can probably guess that is not me, but I have so much respect for those who want the ultimate challenge. Whatever kind of puzzle you love, there was a puzzle there for you. Roslyn, on behalf of all 852 members of the puzzle exchange, I want to give you an enormous thank you for your generosity, time, commitment to your community, and your infectious love of puzzling.

Roslyn's commitment to the exchange didn't end when she made the decision to move. She was determined to find a new home for the puzzle exchange. She canvassed many people, organizations, and businesses. I am delighted to tell you that she succeeded. It gives me enormous pleasure to introduce chapter 2 of the Whitehorse Jigsaw Puzzle Exchange. Its new home has been generously donated by the owners of the old *Whitehorse Star* building, right next to Boreal Fitness. I would like to thank Eri Boye and Ethan Allen for their commitment to this community project and dedication to making it happen. Melissa Hale, owner of Boreal Fitness, took on the project of managing the new space and staffing it seven days a week. I have not yet been to the new space, but I've seen pictures of the new custom-built shelves and they are beautiful. The icing on the cake is the very charming sign that says "The Puzzle Library". The group will be run going forward by Melissa and by Evie Allen. On behalf of the puzzle exchange, I want to give an enormous thank you to Eri, Melissa, Evie, and Ethan.

The Whitehorse Jigsaw Puzzle Exchange is so much more than a way to share a pastime. Projects like these are the heart and soul of our community. For me, it is a way to feel connected with my neighbours. I may never bump into my fellow puzzlers at the exchange and I might not even know who they are, but I know that they are sharing my delight in the puzzles. I feel their generosity in each puzzle that I take and the joy of caring for my community in each puzzle that I put back. I feel the satisfaction of working together to share our resources and of keeping puzzles out of the landfill and in the hands of people who use and enjoy them. I feel a deep gratitude to live in a place where community can come together for projects big and small.

Thank you to everyone who contributes to the Whitehorse Jigsaw Puzzle Exchange, and happy puzzling.

Applause

Speaker: Are there any returns or documents for tabling?

TABLING RETURNS AND DOCUMENTS

Hon. Mr. Pillai: Mr. Speaker, I have for tabling a letter dated March 18, 2025 to the Rt. Hon. Mark Carney, Prime Minister of Canada.

Mr. Dixon: Mr. Speaker, I have for tabling a letter from our Member of Parliament dated March 22, addressed to the Mayor and Council of Dawson, me, the Minister of Health and Social Services, and others.

Speaker: Are there any further returns or documents for tabling?

Are there any reports of committees?

Are there any petitions to be presented?

Are there any bills to be introduced?

Are there any notices of motions?

NOTICES OF MOTIONS

Hon. Mr. Clarke: Mr. Speaker, I rise to give notice of the following motion:

THAT this House congratulates Yukoner Pearl Pique Carpina on her appointment to the Government of Canada's Environment and Climate Change Youth Council and thanks Yukoner Emily Ross for her contributions during her tenure with the inaugural council.

Speaker: Is there a statement by a minister?

This then brings us to Question Period.

QUESTION PERIOD

Question re: Firefighter protective equipment

Ms. McLeod: Mr. Speaker, over the past few weeks, the Minister of Community Services has dismissed concerns raised by volunteer firefighters about the ongoing use of expired or unsafe protective equipment. While the minister has indicated that some PPE gear has finally been ordered, that doesn't address the reality that a lot of volunteer firefighters face today. Last week, the CBC interviewed the chief of the Tagish Fire Department and here is an excerpt from that article — quote: "… Seaman said his team — there are about 10 volunteer firefighters in Tagish — will continue using expired equipment until it's replaced. He says that puts him in a tough spot as a fire chief who wants to protect the community while also being 'responsible for people's health and safety.'"

So, can the minister explain why he doesn't seem to think that it is a big deal for volunteer firefighters to respond to fires without OHS-compliant gear?

Hon. Mr. Mostyn: Mr. Speaker, this afternoon, I really want to stress — I vehemently object to — and say that the premise of the question is misleading.

Mr. Speaker, the Fire and Life Safety branch in the Department of Community Services plays an important role working with fire services across the territory. Within the Fire

and Life Safety branch, the Fire Marshal's Office works collaboratively with fire services throughout the territory. They also work with municipalities and unincorporated communities to make sure that the communities are well-served, that volunteer firefighters have the right equipment and training, and that the government has the information we need to ensure that things like pay and procurement are serving our community volunteers. That is very important to me, Mr. Speaker. I have said that time and time again both publicly and in this House, and assertions to the contrary are simply not accurate.

Volunteer firefighters in the Yukon regularly train to keep their skills sharp. In 2024, they logged more than 10,000 hours of training and incident response time. I don't just want to thank them for their service; I want our government to keep doing what is necessary to make sure that they are well-compensated, well-protected, and well-trained.

Ms. McLeod: Mr. Speaker, according to the interview that the Tagish fire chief conducted with CBC Yukon last week, around 90 percent of their personal protective equipment is expired. The Association of Yukon Fire Chiefs has pointed out that this not only puts volunteer firefighters in danger but also violates Occupational Health and Safety regulations.

As the minister responsible for Occupational Health and Safety regulations, can the minister provide some advice for these firefighters? Can he tell us if responding to a fire in expired or unsafe protective gear is a violation of the OHS regulations, and is his government liable if a firefighter is injured as a result of responding in unsafe PPE?

Hon. Mr. Mostyn: Mr. Speaker, I want to repeat my statement from just a moment ago. I don't just want to thank the firefighters for their service; I want our government to keep doing what is necessary to make sure that they are well-compensated, well-protected, and well-trained. I take personal protective equipment very seriously. I have been absolutely firm on this.

When I heard from firefighters that they did not have the proper PPE, I immediately went to the department, to the Fire Marshal's Office, and we ordered that gear.

Here are some examples of how we are supporting our firefighters, Mr. Speaker. Since 2014, 119 recruits have participated in the Ember Fire Academy, a free intensive program for girls and women aged 16-plus. It helps women explore options in career and volunteer firefighting. In 2021, our government conducted a review of the fire services and began work to implement recommendations in areas of governance, operations, strategy, risk management, and compliance.

That is something that we did to make sure that our firefighters were well-equipped and well-serviced throughout the territory. Mr. Speaker, we are working with the Fire Marshal's Office to implement the 104 recommendations from that report.

In the winter of 2022, volunteers from Ross River were trained for fire safety response. In the summer of 2023, the Yukon government delivered a new fire truck and firefighting equipment to Keno and provided scene safety responder training to volunteers from Keno and Mayo.

I will continue, Mr. Speaker.

Ms. McLeod: Mr. Speaker, volunteer firefighters and their families are worried about the risks they face in responding to fires with damaged or expired personal protective equipment. The fire chiefs have been raising concerns for quite some time. This problem didn't just happen out of the blue.

This minister has been in charge of Community Services and responsible for OHS for almost four years now.

Why did it take so long for him to listen to fire chiefs and order personal protective equipment for our firefighters? Will he commit to providing a clear list of what gear is being ordered for each fire hall? What is the timeline of when it will be delivered?

Hon. Mr. Mostyn: Mr. Speaker, I believe that our fire services and first responders should in no way be politicized on the floor of this House.

I would like to continue to provide an update about what we are doing for the men and women who support the firefighting services across the territory. It dovetails with the remarks I gave to them two weeks ago at their annual meeting.

The tenders for the breathing apparatus and turnout gear have been issued by the Fire Marshal's Office. Efforts are being made to get this gear to firefighters as soon as possible. The contract for self-contained breathing apparatus was awarded on December 13 — December 13, Mr. Speaker.

A $106,000 contract was awarded to Brogan Fire and Safety. The new self-contained breathing apparatus was scheduled for shipping in late February and will be used to transition government equipment from older-style 2216 PSI air packs to upgraded 4500 PSI air packs. The tender for PPE closed on January 20 and was awarded in mid-February.

We are doing everything we can, Mr. Speaker. Some of this gear is very specialized. It has to be fitted to the firefighters. We're doing that work, we are ordering the gear, and we are outfitting our firefighters who work so tirelessly for Yukoners to make them safe.

Question re: Whistle Bend development

Ms. Clarke: Last week, my colleagues from Watson Lake and Haines Junction both pointed out that there were incorrect statements about the residential lot developments in their ridings in the Liberal Party's budget documents. I would like to ask about a residential lot development project in my riding.

The five-year capital plan states that phase 9 of Whistle Bend was completed in 2024 and the lots will be released in 2025. Can the Minister of Community Services confirm if that is true, and if so, when will those lots be released?

Hon. Mr. Streicker: Mr. Speaker, the member started off talking about Watson Lake and Haines Junction and said that the budget was incorrect; I don't believe that it is. We talked about that the lots have been developed. Now what is happening is that those lots move over to Energy, Mines and Resources, and the Land Management branch is working on releasing those lots. I took that as a question. I have asked the

department to get that information about the timing and the price. That is what I heard asked in this House.

But the budget is correct. The lots have been developed, and now it is moving over to Energy, Mines and Resources for the sale. Again, what I will say for all Yukoners is that we made a commitment that, over five years, we would develop 1,000 lots. We have developed — and will be releasing by the end of this year — 1,000 lots over the past five years. We still have some to go, because the commitment was post-election, which will take us to 2026. But we have been investing heavily in lot development. That includes Whistle Bend; that includes all of our communities; that includes working with First Nations and the private sector to get many lots out there for Yukoners.

Ms. Clarke: Mr. Speaker, the timing of the release of these lots in phase 9 really matters for home builders and Yukoners looking for a home. The budget documents say that they will be released in 2025. My question is simple: When will the lots in phase 9 be released?

Hon. Mr. Streicker: Mr. Speaker, the great team at the Land Development branch in Community Services works with our municipalities with their community plans in order to develop lots. They are doing that work in phase 9. I will check in with the Energy, Mines and Resources Land Management branch, which will be doing the lot release, and I will get the specific answer for the members of this House about the timing of that release.

As I stated in my earlier response, those lots have been developed and they are now over with Energy, Mines and Resources. I will get the timing of that release for this House and for members of the community.

Ms. Clarke: Mr. Speaker, the minister's briefing notes from the Fall Sitting indicate that the design and tendering of phases 10 and 11 were planned for 2025. At the Yukon Contractors Association AGM last week, the Minister of Highways and Public Works was asked why the design and tendering of phases 10 and 11 have been cancelled and when that work will resume.

The minister said he would raise it with the Minister of Community Services, so I would like to give the minister a chance to answer now. Why was this work halted, and when will the design of phases 10 and 11 be tendered? Finally, how far back has this set the release of lots for these phases?

Hon. Mr. Streicker: Mr. Speaker, it is a dynamic situation. They work with the city; they work with the — when we let the contracts out for doing the work. The final wrap-up of phase 9 and the Midnight Sun lift station are expected in the spring of this year. Completion of phases 12 and 13 and the Evelyn lift station will continue toward completion this summer. The detailed design and tendering of phases 10 and 11, including storm-water outfalls, are planned for 2026.

Mr. Speaker, the work in Whistle Bend is ongoing. The member herself has stood up in this House and said: Hey, there's too much traffic here; please work with the city.

I have heard the Minister of Community Services talking about working with the city on all of their infrastructure priorities. So, I don't quite get it, because earlier I heard: You're moving too fast. And now I am kind of hearing: You're moving too slow.

What I actually think has been happening is that we have been investing heavily in lot development across the Yukon and in Whistle Bend.

Question re: Religious education funded by Department of Education

Ms. White: Mr. Speaker, yesterday, there was an eye-opening exchange in budget debate between me and the Education minister, which I really think Yukoners need to hear. In the 1962 agreement between the Catholic Episcopal Corporation and the Yukon government, clause 7 very clearly states that the Government of Yukon will not supply or fund anything related to the Catholic religion. That clause states — and I quote: "The Corporation shall be responsible for instructing and training the pupils attending separate schools established by the Government of the Yukon Territory pursuant to section 2 of this agreement in the Roman Catholic religion and morality and for this purpose will provide at not cost to the Government of the Yukon Territory all necessary instructors, religious books, whether hymn, prayer or otherwise, sacred objects and all other religious accessories appointments, furnishings and paraphernalia."

So, is the Department of Education paying for the instruction of the Catholic religion?

Hon. Ms. McLean: Mr. Speaker, the Government of Yukon works with the Catholic school communities and the Catholic Episcopal Corporation of Whitehorse to deliver public school programs and religious education at the Yukon's three Catholic schools. The relationship between the Department of Education and the Catholic Episcopal Corporation is outlined, as stated by the Leader of the Third Party, in the *Education Act.* The 1962 agreement remains in effect.

Yes, we had an exchange yesterday in Committee of the Whole regarding the 1962 agreement, which has been in place for over six decades. With an agreement of this historical nature, it can often be difficult, of course, to trace the reasons for changes and how things have evolved over time. One of the points that I made yesterday in our exchange was that the Department of Education is actually working its way back through the time of this agreement to review the 1962 agreement and to determine how things have changed over time.

Ms. White: Mr. Speaker, yesterday, we were told that the Department of Education has been paying for religious education since at least 2006. So, for 18 years or more, the Yukon government has been paying for religious education despite this clearly being against the 1962 agreement. That amounts to millions of dollars of subsidies for one of the wealthiest religious organizations in the world. Millions can go a long way in the education system. Think of what we could have done for schools and students with the money if Yukon wasn't subsidizing the Catholic Church.

Can the minister tell Yukoners how much the Yukon government has paid for religious instruction, and will this government be asking for that money back?

Hon. Ms. McLean: Mr. Speaker, I will continue to talk about the work that the Department of Education is doing to look back at the history of this agreement that has been in place since 1962 — again, six decades. As I talked about yesterday in the debate, the Department of Education is committed to maintaining the spirit and intent of providing public education while honouring the religious values of the Catholic community. This is an important program to a lot of Yukoners. Families have chosen to have their children educated in Catholic schools. We talked yesterday about some of the requirements to be admitted into Catholic schools.

Also, in the debate yesterday, I did talk about the work that we are doing to look back at the history of this agreement and to look at the evolution of how we got to where we are today. Catholic instruction and curriculum resources have been paid for by the Department of Education, and we are looking back at the history of this agreement. I understand that the Leader of the Third Party has her interpretation of section 7 —

Speaker: Order, please.

Ms. White: Mr. Speaker, so we have established that the Department of Education is paying for religious education teachers in contravention of the 1962 agreement and that this is costing Yukoners millions of dollars. The minister has repeatedly stated that all Catholic schools have to follow the SOGI policy, but we know that there have been homophobic incidents with multiple bishops going back to at least 2013, because the local news has been reporting on these incidents since then.

We know that the minister is aware of these problems, because educators, students, and parents have been trying to reach out to the Department of Education for years. So, it is clear that the minister is aware of multiple violations of the 1962 agreement. In contract law, a fundamental breach of conditions provides grounds for one side to end the agreement. Are these ongoing contraventions considered a fundamental breach of the 1962 agreement?

Hon. Ms. McLean: Mr. Speaker, we work closely with the Catholic Episcopal Corporation to work through issues that may arise from time to time. The SOGI policy is certainly a policy that is required and expected to be delivered in all of our schools, regardless of which authority they fall under. The Catholic schools fall under the Department of Education, and it is absolutely an expectation that the Episcopal Corporation and the schools that are operated under that organization are following all laws and policies of Government of Yukon.

I talked about this several times in terms of protocols that we do have in place with the Episcopal Corporation. We continue to work with them. We have regular Catholic educators who — we work directly with them through a number of ways where there are monthly meetings with department officials, including the deputy minister and the bishop. We have resources that are available through YGLearn, and we have ongoing engagement on SOGI inclusion implementation in Catholic schools.

That is always going to be my commitment to children in our education system.

Question re: Prenatal nutrition program

Mr. Dixon: Mr. Speaker, the federal government recently announced forthcoming changes to the way it supports the Canada prenatal nutrition program, which is a program operated throughout several Yukon communities to support new mothers and their babies. Those forthcoming changes have meant significant uncertainty for these Yukon programs, as their current funding from the feds expires next year and there is no certainty about whether that funding will continue past then.

Currently, the Yukon government, through Health and Social Services, matches the funding provided by the federal government. Can the minister commit that the Yukon government will continue to support CPN programs in Yukon beyond 2026, and will that funding be the same as it is right now, or will it be based on matching whatever amount that the federal government decides to provide going forward?

Hon. Ms. McPhee: Mr. Speaker, it's not my habit to speculate on what we might be spending beyond a budget for 2025-26. This is a year in which the Yukon is required to have an election. I understand that the members on the other side of this House will be vying to lead that government. I expect that if I did make such a commitment that is being asked for here in the Legislative Assembly, I would receive criticism for that as well. I don't think it's an appropriate thing to do.

However, we do support the programming that focuses on families and prenatal care for families. Of course, we have impacted families with decisions that we have made through early learning and childhood, the support for the *Child Care Act* that is before this Legislative Assembly, and the current budget for 2025-26, all evidence of how we support these programs and how we support the care and additional influence and — more importantly, I think — the opportunity for families to benefit from the way in which we were spending funds that are in this budget.

I certainly hope that the budget is carefully reviewed by the members of the opposition and that they will support it for Yukon families.

Mr. Dixon: Mr. Speaker, I recently toured the CPN program space in Dawson City and learned about the importance of that program to the community. Like many other CPN programs in the Yukon, they rely on funding from both the federal government and the Yukon government, and the minister has indicated that she is unwilling to provide a future commitment, but it is clearly the case that they do it all the time with a number of programs that span over multiple years.

What these programs are looking for is just some certainty from the government that they will have funding beyond 2026. Can the minister give them that certainty?

Hon. Ms. McPhee: Mr. Speaker, I don't think it's an appropriate question to ask with respect to a future commitment.

What I can say is that the Yukon Department of Health and Social Services and this Yukon government supports these programs, supports the care that is given for family and children, supports the opportunities for families to thrive through the funding that we provide for the programming.

I can't speculate — and I won't — with respect to what a future federal government might do and how that might impact us, but what I can say is that our values are to protect Yukoners, are to provide programming for Yukon families and children, and that we will continue to do that good work.

Question re: Mineral exploration industry

Mr. Kent: Mr. Speaker, yesterday, I asked about significant changes to the Yukon mineral exploration program that have been introduced by this government. Given the minister's responses yesterday, can he confirm that these changes were made without his knowledge?

Hon. Mr. Streicker: Mr. Speaker, I did check in with the department. I spoke with the deputy minister several times about it, and she briefed me on what has been happening with the Yukon mineral exploration program. There were a couple of changes made to it. One of them was to clarify an existing rule about making sure that applications that have come in, where there is an existing permit, that we should just check that the permit is there. The department did take a look, based on a legal ruling that had come in about ones that were in an off-claim or pure exploration — those ones — they had held back on.

I have asked the department to tell me roughly how much that looks like each year. The early indications that I have are that there are two or three applications each year that would fall under that category. I also can let the House know that we still have $1.4 million which is going to the mineral exploration program.

Mr. Kent: Thank you, Mr. Speaker, and I thank the minister for confirming that these changes were made without his knowledge.

The Chamber of Mines and many other industry players have flagged these changes as serious despite the soft-pedalling that the minister is trying to do here this afternoon. One industry representative told me that the government set up this program to help prospectors, but with these new rules, it has now turned its back on them.

These changes were also made at the eleventh hour with no communications to industry, let alone the minister.

Since the minister had no idea these were being made, will he agree to go back to the 2024 rules for the upcoming exploration season?

Hon. Mr. Streicker: The folks whom the member opposite is talking about care about mining. This is the Yukon Geological Survey. They really care about mining. They spend a lot of their time supporting information so that mining can be done well and with foreknowledge here in the territory. I remember being at the AME Roundup awards banquet where we acknowledged Maurice Colpron for his lifelong service. These are the kinds of folks who the members opposite are talking about here.

I have asked the deputy minister to look into the file. I think that, if what we are talking about is a couple of applications a year, we can navigate that. I think that the issue around making sure that the permits are in place is entirely correct. I will continue to look into it. I appreciate the issue being raised. I also asked the Yukon Geological Survey to indicate to me what they're hearing back from industry. So far, they have explained to me that there is one person who is concerned. I hope that's not what the members opposite are referring to. I have asked the department to speak with the Chamber of Mines; I will happily talk to the Chamber of Mines as well, so —

Some Hon. Member: (Inaudible)

Speaker: Order, please.

Question re: Resource Gateway project

Ms. Van Bibber: Mr. Speaker, on Saturday, the Yukon government announced that the Yukon Resource Gateway project has been expanded to include the Dempster Highway. We have been asking for increased investment in the Dempster Highway for years, so additional spending is welcome. However, the news release left out several important details.

Can the minister tell us how much this component is expected to cost, and how much has been added to the fund to include the Dempster? If there is no additional money, which current projects are now off the table?

Hon. Mr. Clarke: Mr. Speaker, thank you for the question from the member opposite. The answer to the member's first question is that it is $45 million. I will get back to the member opposite with respect to the budgeting. It is cost neutral with respect to the overall funding envelope available until the early 2030s.

The Dempster Highway is Canada's only all-season public road across the Arctic Circle, making it critical infrastructure for Arctic sovereignty.

As Russia continues to militarize its Arctic coastline and Chinese interests in the region grow, strengthening our northern infrastructure is a matter of national security. The highway upgrades will enhance Canada's ability to maintain presence in our northern regions and to support communities that are essential to our Arctic sovereignty claims.

Beyond improving road conditions and safety, these upgrades strengthen Arctic sovereignty by enhancing critical infrastructure in Canada's north that connects our Arctic communities to the rest of the country.

The Dempster Highway is a critical connection to delta communities that participate in important events like the Yukon Native Hockey Tournament from last weekend.

I will continue my answer with respect to this incredibly important and exciting announcement.

Ms. Van Bibber: Over the past several days, we've heard from many individuals in the mining industry who were surprised to hear this announcement. They are concerned that there are very few mining projects on the Dempster that are advancing at this time.

This project has three funding streams: Canada, Yukon, and the private sector. Why wouldn't the minister consult the industry partners before making this major change to the program?

Hon. Mr. Clarke: As I indicated, the Dempster is a critical part of northern infrastructure. Communities such as Fort McPherson, Tsiigehtchic, and Inuvik rely on this highway as a lifeline for both cultural and economic activities.

As we know and as we heard from the Leader of the Official Opposition within the last week or so, the economic impact of the delta economy in Whitehorse is significant, and it was brought to bear and emphasized by virtue of, among other things, the Yukon Native Hockey Tournament.

Highway closures affect supplies, demonstrating how vital this connection is for northern communities. The improved highway will ensure more reliable access for cultural and economic exchange between our territories. By doing so, we are aligning with the national interests of easing and removing interprovincial trade barriers.

As well, in my discussions with the Gwich'in Tribal Council, which occurred as recently as 10 days ago, they have been vocal in their advocacy to improving conditions on the Dempster Highway over the last four years. We certainly look forward to improving this infrastructure.

Ms. Van Bibber: Mr. Speaker, the minister didn't answer my question.

Many of the current project agreements with First Nations have been in place for years, with only one project — the Carmacks bypass — being completed.

When will this project agreement be in place? Will it also need to include agreements with Indigenous governments from the Northwest Territories? When does the minister expect the first tender to be awarded for work on the Dempster? When will we see shovels in the ground?

Hon. Mr. Pillai: Mr. Speaker, of course, there will have to be a discussion with First Nation governments. The Member for Copperbelt South, in his amendment of June 2016 to this agreement, ensured that this is there, so we will do that work.

I think that what Yukoners need to understand is that under the project proposal that we saw from the Yukon Party was $100 million going into a mining project owned by a Chinese entity. What we are doing is making sure that we are spending $45 million to improve the Dempster, where we have challenges from those same countries in the Arctic. That is the difference between the view of the Yukon Party and us.

Speaker: The time for Question Period has now elapsed.

We will now proceed to Orders of the Day.

ORDERS OF THE DAY

Hon. Mr. Streicker: Mr. Speaker, I move that the Speaker do now leave the Chair and that the House resolve into Committee of the Whole.

Speaker: It has been moved by the Government House Leader that the Speaker do now leave the Chair and that the House resolve into Committee of the Whole.

Motion agreed to

Speaker leaves the Chair

COMMITTEE OF THE WHOLE

Chair (Ms. Blake): Order. Committee of the Whole will now come to order.

The matter before the Committee is continuing general debate on Bill No. 46, entitled *Residential Tenancies Act*.

Do members wish to take a brief recess?

All Hon. Members: Agreed.

Chair: Committee of the Whole will recess for 15 minutes.

Recess

Chair: Committee of the Whole will now come to order.

Bill No. 46: *Residential Tenancies Act* — continued

Chair: The matter before the Committee is continuing general debate on Bill No. 46, entitled *Residential Tenancies Act*.

Is there any further general debate?

Hon. Mr. Mostyn: Good afternoon, Madam Chair. It's a pleasure to be here this afternoon. I'm joined by Phil and Sarah this afternoon, who will be helping to get through this legislation. Without any further ado, let's hit it.

Ms. White: I thank the minister and, of course, welcome the officials back for — I don't know how many times — the second time at least and today for the debate. I'm just going to pick up where I started off last time, just asking questions.

We have heard concerns from those operating supportive or transitional housing units about the lack of regulation of these types of units. I believe I asked this last time, but will they continue to fall under the hotel act, or is there any ongoing work or engagement around how to support the operators of transitional housing units when it comes to the *Residential Tenancies Act*?

Hon. Mr. Mostyn: Permanent supportive housing is rental housing under the act. If you are speaking of residential institutional accommodation with 24-hour supports, then that is exempt from the act. If it's transitional housing designed for someone to live in on a temporary basis and programming is provided to help people transition to other housing, then it is exempt from the act.

The exemptions from the act are captured in section 2 of the act and section 1 of the regulation. One of the key concerns that staff heard when discussing supportive housing is the concept of wellness checks. I would direct supportive housing landlords to section 33 of the act, where there are listed restrictions on when a landlord can enter the property. Subsection (f) notes that a landlord may enter if they are concerned that an emergency exists and entry is necessary to protect life or property.

Basically, what we heard in our consultation, the substantial work that we did before drafting the act, is that transitional housing will remain exempt. It is not residential tenancies. The people running such units wanted the flexibility that they had, so that is where it stays.

Mr. Dixon: Madam Chair, I appreciate the opportunity to follow up with some questions with the minister on this bill.

I will begin with the issue of mobile homes. Can the minister discuss how mobile homes are treated in this act? What changes have been made from the previous regime? What sort of requirements are imposed in this act on both tenants of

mobile homes as well as mobile home park owners? Can he include some detail around rent notice provisions, eviction notice provisions, and so on? Could he provide us an overview of what this will mean for mobile homes?

Hon. Mr. Mostyn: I thank the Leader of the Official Opposition for the questions on mobile homes and I welcome him to the debate this afternoon.

So, how this act is treating mobile homes — there have been some substantial changes from the previous act that was put into place in 2016, as I understand it.

First of all, there's a separate mobile homes section of the act. This section of the act will provide clarity on the rules and responsibilities that only apply to mobile home site tenancies. It's going to clarify the landlord and tenant responsibilities for mobile home site tenancies. The responsibilities will be clarified for mobile home site tenants and landlords as well. We're going to clarify things such as the landlord's responsibility to maintain common areas in the park and the tenant's responsibility to maintain their mobile home site.

There will also be compensation for change-in-use evictions for mobile home sites. The notice period when evicting for change in use of a mobile home site will remain at 18 months, as it is in the current *Residential Landlord and Tenant Act*. In addition to this notice period, the provision requires landlords to compensate tenants the equivalent of 24 months for this type of eviction. So, if you change how you're using your mobile home site, you have to evict people off the site and then you will be required to pay tenants the equivalent of 24 months.

Now, the member opposite might know that some of these mobile homes have been on their sites for decades. There have been additions to these things; they're very difficult to move. This would be an attempt to deter landlords from using this type of eviction unless they are serious about the change in use and provides tenants with some financial ability to move their mobile home or find other housing if necessary.

We're also going to modernize and clarify mobile home provisions. During the process of creating a separate section for mobile home site tenancies, the drafter was able to make incidental changes to improve clarity for users. For example, a key distinction in this act is the difference between being a mobile home site tenant versus being a tenant who rents a mobile home. There are differences there. One person owns and is on the site. The other person — maybe somebody else owns the site, but they are a tenant within a mobile home. That has been clarified.

Allowable park fees — following best practices across the country and to provide security for tenants and guidance for landlords, the allowable park fees and fees that cannot be charged to tenants will be described in the legislation.

Mr. Dixon: So, it seems to me that one of the new aspects of this, in terms of the overall regime, is this compensation formula that the minister has laid out. My understanding, based on what he has just said, is that if a mobile home park owner wishes to change the use of their land, they could evict mobile home tenants but would be required to pay them 24 months' worth of rent, presumably, that they had been paying. Can the minister confirm that? Is it 24 months of rent that the tenant had been paying to the landlord that the landlord would have to turn around and pay to the site owner?

Hon. Mr. Mostyn: The member opposite is correct. It is 24 months of the pad rent. So, you pay a pad rent; it's like a condo fee. You have to pay 24 months of that to the existing tenant.

Mr. Dixon: Is it the last 24 months that they paid or is it the last month paid times 24?

Hon. Mr. Mostyn: It would be based on the most current fee that you are being charged. They can only change it once under the new act. You can only have one increase in a calendar year and so it would be the most up-to-date fee that you are charging your tenants.

Mr. Dixon: So, it would be the most recent month's pad rent times 24 I suppose, because theoretically, the rent could increase during that 24-month period.

The other piece that I would like to ask about — the minister mentioned that another new feature of the act is the ability to distinguish between the park owner, the site owner, and the tenant of the facility — the house itself — because those could be three different people in some cases. Can the minister just describe in better detail what those new provisions are and how they accommodate for that sort of situation?

Hon. Mr. Mostyn: So, just to be clear here, there are owners of the mobile home park. There are tenants of the mobile home park — those would be the people who occupy the site that they are renting from the mobile-homeowner — the park owner. Then you have tenants who may be living in a mobile home park — so, a tier 3.

Part 4 is the mobile home park section of the act. Clauses 84 to 86 define the relationships between the park owner and the site owner — that's the tenant of the site. The rest of the act — that would be sections 1 to 3 — pertains to tenants in the mobile home park. They are just considered tenants like you would in an apartment or whatever else. They are just renting from somebody within a mobile home park.

The act itself pertains to those tenants who are just renting a trailer in a mobile home park, but the person who owns the trailer and is renting the site and the mobile home park owner are covered through sections 84 through 86 in the act.

Mr. Dixon: I appreciate that from the minister.

I will move it back to one of the topics that is probably one of the more contentious of this bill, and that is the rent cap. Section 39 of the act allows for regulations to set a maximum rent increase. That's what we know as the "rent cap". When we discussed this last time on March 18, the minister indicated that the intention was to set the rent cap formula in regulation, so the act itself doesn't actually spell out how that rent cap would be calculated. It is something that is going to be dealt with in the future by regulation.

But what the minister did tell us was that their plans at this stage were to use a two-year average of the CPI as the rent cap.

Can the minister confirm first of all if that is true, and second, can he confirm whether or not there has been any direct consultation with landlords about that formula and any consideration to other formulas for the imposition of a rent cap?

Hon. Mr. Mostyn: I can say once again that we have done extensive consultation on this piece of legislation both with landlords and tenants over the last 19 months, first of all. Second of all, we are trying to strike a balance to respect both landlords and tenants in this piece of legislation. That is important — is balance.

The change proposes using the average of two years of the consumer price index for Whitehorse to set the upcoming year's maximum rent increase. Averaging for Whitehorse over two years will help balance the change from year to year, keeping the rent index stable and predictable for tenants and landlords. This will live in regulation so that it can be updated or removed as needed. In addition to this rent index, landlords will also be able to request the above index increases, as I explained the last time we were talking on March 18, to address some housing costs that are not captured by the CPI. We did hear from landlords that the CPI is not the price of eggs. It may really anger the American president, but it certainly doesn't play much into the cost of rent here in the territory or the cost that is being charged.

We are actually going to allow landlords to apply to the residential tenancies office to go above the two-year average rent index based on CPI to capture costs that were not captured by the consumer price index for landlords. So, there are things that apply to landlords that may not be captured by the consumer price index. Our intention, in regulation, is to allow landlords to appeal that, to apply to have an exemption, and that exemption could be applied over several years. It is up to three percent above the consumer price index set average. It is up to three percent above that, but if it is extraordinary and quite high costs, then that could actually be averaged over several years. We are still working on that, and we will be hearing, I'm sure, from landlords. I already have, and I am certainly open to a discussion on the regulations on this point.

Mr. Dixon: Again, the minister has indicated some very specific information about the proposed regulations, including the process by which a landlord can apply for up to three percent above the CPI rent cap. Does that suggest then that these regulations are drafted and in draft form and available for people to see in advance of them coming into effect?

Hon. Mr. Mostyn: No, they are not yet drafted.

Mr. Dixon: Okay, is it fair to assume then that the minister is open to change their perspective on what those numbers are, including that three percent above CPI, the timing of that — whether it's once a year or more than one time a year? Are those things that are still open for consideration?

Hon. Mr. Mostyn: As I have said, Madam Chair, both in this House a couple of — well, on March 18 and then again today — it's going to be an average of CPI over two years. We're stating this as a government. This is what we're intending to do right now: an average of two years over CPI, and you can appeal up to three percent above that average if you have expenses that exceed the CPI that are hurting your business, hurting your rental property and your pocketbook. That is something that we have built into this for landlords.

We are going to look at how many years such a one-time exemption can be applied, whether it's one year, three years, five years. That hasn't been decided yet by this government. We will make that decision. We're going to be here — I'm sure that we'll hear from landlords; I'm sure that the member opposite will be raising concerns this afternoon, and we are certainly going to take that into account. However, what is clear is that it will be an average of CPI over two years. The landlord will be able to appeal up to three percent above that number — those are set — and it will be in regulations. So, if another government comes in and wants to tinker with that, they will be able to do it through regulation.

Mr. Dixon: Just so I'm clear, then: What the minister just expressed is his government's policy or what their intention is; it's not in the act; it's not in any regulation right now; there are no draft regulations, according to the minister. So, what he has just said around linking this to a two-year average of CPI, that's the government's policy right now, then? Question mark at the end of that.

Hon. Mr. Mostyn: It's captured — that is the intent. There is a rent index clause within the legislation allowing the government to do it through regulation. We have stated, for the purposes of this act coming in, that we are going to have a rent index that will be set at two years above — a two-year average of the consumer price index based on Whitehorse numbers, and we will have an ability in regulation for landlords who are facing financial difficulty, because that doesn't cover the expenses, to appeal this to the residential tenancies office and get an extension for the hardship that they're feeling.

Mr. Dixon: Can the minister give us a sense of what that appeal process would look like? How does the landlord go about applying to the RTO for this process? Does he anticipate additional resources being provided to the RTO to accommodate this significant workload?

I anticipate that pretty much every landlord in the territory would want to apply to this process, so if we consider that there are thousands of landlords out there applying on every unit, we would see thousands of new applications going to the RTO. How does the RTO intend to handle that workload, and what sort of process can landlords expect?

Hon. Mr. Mostyn: I thank the member opposite for the questions. We're veering into hypothetical territory now, and I really want to caution the member about that. The regulations — as I said, I haven't seen them yet. They will be drafted for Cabinet sometime in the coming months.

We are trying to strike a balance, however — I've said this and I'll say this again and again — between landlords and tenants — balancing those two constituencies in this legislation. There are others, but if we can strike that balance between those two constituencies, then that's great. One of the ways we're doing that is with an application for extraordinary expenses of up to three percent above the rent index. There will be specific reasons for which a landlord can apply for that — for example, perhaps unplanned or unavoidable cost increases for necessary repairs, et cetera, or expenses that may crop up. Perhaps interest rates spike or something might be eligible — we're going to look at that, but I haven't seen that yet.

As far as saying that it will overwhelm the system, I don't think that will happen. Again, it's a hypothetical.

We're going to work with the residential tenancies office to make sure that there are controls in place and that they have the resources they need to deal with any unplanned pieces. But at this point, that's highly unlikely.

You are going to get an annual rent increase, you can apply, and then there will be extraordinary expenses — you'll have to prove how much those expenses are, what those expenses are, and how they are not tied to CPI.

Mr. Dixon: The more the minister describes this process, the more onerous it sounds like it is becoming. What we have is a situation where we have a rent cap. Everyone seems to understand that. There are some who like it and some who don't, but it's pretty clear that what the minister is describing is a loophole to that rent cap for an additional up to three percent per year and an application process that is yet unformed but in which a landlord can apply on an annual basis for up to three percent above the rent cap for a rent increase.

It is my understanding and I would assume that tenants could appeal that decision by the RTO or have a voice in the application to the RTO. If we apply that theory across the thousands of tenancies and landlords that exist in the Yukon today, we can envision that the RTO could easily become swamped with this administrative process. That is concerning, I think, to tenants and landlords alike when they consider the fact that they are going to be having to devote a significant amount of time to arguing their case in front of the RTO on an annual basis.

The other question I have is: Will the decisions of the RTO be made public? Will the public have the opportunity to see those RTO decisions?

Hon. Mr. Mostyn: I thank the member opposite for the questions.

He asked about the decisions and if they are going to be made public. Under the *Residential Landlord and Tenant Act*, the decisions are already made public. I have heard concerns that not enough decisions are made public or are put on the public site. So, we are endeavouring, with this new legislation, to get more decisions of the RTO before the public. I am a big fan of transparency. We don't want to flood or make it so onerous on a public website that you can't find what you are looking for, but we want to make sure that the important policy decisions — as many of them as humanly possible — get before the public so that people understand this act better. Of course, we will be doing an education campaign around the act as well to make sure that it is better understood.

That's it.

The member opposite is also veering into hypotheticals with thousands of people, et cetera. Let's be grounded here this afternoon in this discussion. In our efforts to balance the act, we are putting in a rent index of a balance — an average — of two years of the CPI in Whitehorse, and we are allowing landlords to apply for extraordinary costs that they can prove are not captured by the CPI. They have to come in and say: Listen, this is going to cost me this much. It's way above the consumer price index for the last two years, and we would like an exemption to pay for this.

The RTO will assess that — they will go through a process and they will assess that — and they will then be given a ruling. That will allow them to charge three percent above that average for some determined timeline. It could be one year, five years — we will figure that out. There will be an opportunity for landlords to have the flexibility to collect more rent from their tenants in extraordinary circumstances. It is not a loophole. It is an ability — we are building flexibility into a system so that, in extenuating circumstances, a landlord isn't left holding the bag. I think that is fair, it strikes a balance, and I think that it is the right thing to do.

Mr. Dixon: In describing what the minister considers to be extraordinary circumstances, previously, he noted things like renovations or physical modifications to the unit that may need to be done. In addition to those, will cost-drivers for landlords such as fuel, mortgage interest, insurance, and property taxes be considered ineligible for that application?

Hon. Mr. Mostyn: Flexibility in extenuating circumstances — I think that I did mention potential interest rate hikes, but how much above the CPI are those for the individual landlord? They will have to make that case before the RTO in order to justify the expense and get that flexibility to go above the rent index.

Mr. Dixon: If I understood the minister's comments there, insurance or mortgage interest would be considered eligible under this application?

Hon. Mr. Mostyn: As I said to the member opposite, we have not yet drafted the regulations. I haven't seen them yet.

What I am saying to the member opposite is that we are building in the opportunity for a landlord to apply to the RTO for flexibility in extenuating circumstances. They will have to prove to the RTO that their costs are not captured by the CPI — that there is some extenuating circumstance that requires them to charge more than the rent index of that year, which is based on an average of the last two years.

Mr. Dixon: So, fuel, mortgage interest, insurance, and property taxes are all things that are not captured by the CPI. So, if I understand what the minister has just said, those would all be eligible expenses that could be applied for; is that correct?

Hon. Mr. Mostyn: Madam Chair, not to belabour the point, but the leader of the opposition is bringing forward concerns that I have heard from landlords myself. I have not yet seen the regulations. We are now having a debate; I hear the concern of the member opposite. When we draft the regulation, we will certainly take the information that we are getting from him, from others in this House, and from landlords and tenants who I hear from in my travels through the riding and around the territory.

So, that is yet to be determined. There is a fee for applying for the extenuating circumstances clause, and they will have to make the case before the RTO based on the conditions that we lay out in regulations, which I have not yet seen.

Mr. Dixon: I will move on as well. I didn't mean to belabour the point, but I would just note for the minister that something as fundamental as the rent cap itself to this legislation not being ready yet or having the details not publicly available yet is something that I think will create some

uncertainty for rural tenants and landlords. So, I would encourage the minister to sort that out quickly and be in a position to discuss it openly as soon as possible.

I will move on to the termination of tenancies or the ending of tenancies. Yesterday, the Yukon Residential Landlord Association issued a press release that I will quote from. It says — quote: "The proposed legislation makes it difficult for landlords to end a lease. We had hoped for a reasonable provision allowing landlords to end a lease without cause, with appropriate notice — such as six months or a year, something reasonable for both parties. The current framework is too rigid, forcing landlords into narrow legal categories for lease termination.

"This rigidity has unintended consequences for tenants as well. With no flexibility to end leases, landlords are now exercising much stricter scrutiny when selecting tenants, leading to fewer rental opportunities for those who may not have a perfect application."

Can the minister respond to that concern expressed by landlords?

Hon. Mr. Mostyn: I thank the member opposite for the question. I thank him for reading that into the record. I too have received that letter and read it. Again, the feedback I'm hearing from the landlords association is certainly important. It's important, and I get it. We are trying to balance this act, and that's part of this whole thing, so I appreciate that.

There is a summary of changes that I would like to go through. If there is a rent increase for a mobile home, it can be considered notice to end a tenancy — that is not a change. The rent increase for a mobile home can be considered notice to end a tenancy. A tenant's notice — no change.

We've added that notice for safety or security risk for a fixed-term tenancy and added that tenant's notice to move into long-term care for a fixed-term tenancy. So, as far as tenant's notice, we've added those two clauses. Generally, it's not substantially different.

Tenant's notice for failure to comply with a tenancy agreement — no change. Tenant's notice for failure to comply with a tenancy agreement is allowed.

So, a landlord's notice, commonly called "without cause" — this is the same now as the existing confidence and supply agreement clauses. Landlord's notice for landlord or family members' use of property — that's now in the legislation. We've added the landlord's notice for purchase or a purchaser's family members' use of property can now be considered. We've added that the landlord's notice for renovation or repair of a rental unit can be added. We've also added that landlord's notice for demolition or long-term change to non-residential use is now in the legislation.

Next one — landlord's notice for condominium conversion. So, if a landlord comes along and says: We're changing to a condo, there's no change from the existing act. Landlord's notice for a condominium conversion is accepted.

Landlord's notice for a mobile home site, commonly called "without cause" evictions — landlord's notice for renovation or repair of a rental unit is allowed — has been added. Landlord's notice for mobile home site change in use — the landlord's notice for a mobile home site change in use, with compensation to tenants — so, you can do it, you just have to compensate the tenant.

Landlord's notice for non-payment of rent — no change. Landlord's notice for non-payment of rent is a reason to end the tenancy. Landlord's notice for cause — no change. Landlord's notice for cause is allowed.

Tenant ceases to qualify for subsidized rental unit — if a tenant ceases to qualify for a subsidized rental unit, that's allowed. What's new is that the housing agency rehouses a tenant eligible for a unit change. End of employment — the end of employment, with clear notice periods as defined by the other piece of legislation, which is the *Employment Standards Act*.

What is also allowed and has not changed from the original act is that mutual agreement of both the tenant and the landlord is still a reason to end a tenancy. It has not changed.

So, it is a little bit more prescribed; there are no two ways about it. Again, we're seeking balance to both protect the tenant's rights and also allow the landlord to have those abilities to manage the property that they have bought.

Mr. Dixon: I appreciate the minister outlining that. I have a few specific questions, but I'll focus on just one; it's around the definition of "family member".

Can the minister give us a little bit more detail about the definition of a "family member" in the sense that he just referenced?

Hon. Mr. Mostyn: I thank the member opposite for the patience. "Close family member" means in relation to an individual. The individual's parents, siblings, spouse, or child or the parent, sibling, or child of that individual's spouse.

Mr. Dixon: I think I will conclude my questions at general debate at this point, but before I do, I will just make a final comment and question for the minister, and it's going back to the RTO process.

I know that historically the RTO process has been considered by many, both on the tenant and landlord side, to be cumbersome and difficult to proceed through.

Can the minister tell us if there are any changes to the process that the RTO will be using, and will there be any additional resources or supports put in place to facilitate a speedier and more efficient process for the RTO?

Hon. Mr. Mostyn: In anticipation of the act passing and coming into play, the branch has already been reorganized to deal with some of the structural problems that we heard about in our consultations on the old act. We have also heard from that engagement about education — that we need to have more guidance for people, both landlords and tenants. We need better education and, of course, we have already discussed this afternoon the need to have those decisions updated so that people know the lay of the land when it comes to being either a tenant or a landlord. We are going to make all those changes.

The rest of it, though — once the act comes into force, we will see what happens and deal with the needed changes within the branch once we see the full effect of the act in play.

Ms. White: I thank my colleague for his questions and, of course, I am happy to jump back in.

In talking about supportive or transitional housing units, I left off — and the reason why I did is that there have been real concerns, for example, around Housing First. There are traditional residential tenancy agreements there which have actually hindered the ability for staff to check on people in emergency situations. The reason why I bring this up is that I have a senior friend whom I am responsible for and who lives at Normandy, and when we filled out her rental application, there was an ability to check a box that said that, for safety reasons, someone could enter the apartment.

The reason why I want to highlight this is because I obviously have concerns about my senior friend if, for example, she is not seen for a while or they are unable to reach her on the telephone — that I absolutely want someone to be able to enter her apartment to see if she's okay. The reason why I bring this up is because my understanding is that they had gone through the process with the office to make sure that it met law and requirements, but what it does is that it allows for a safety check.

When I'm talking about transitional housing or supportive housing, as Normandy is — there is staff and access to services, so it is viewed as supportive housing — there is that ability for that safety aspect. So, I just want to know if, for example, when we are talking about supportive or transitional housing, there is that recognition that there still needs to be the ability — or could be the ability — for safety checks.

Hon. Mr. Mostyn: I thank the member opposite for the question and for re-entering the debate this afternoon. Supportive housing landlords can see section 33 of the act where there are listed restrictions on when a landlord can enter the property. Subsection (f) notes that a landlord may enter if they are concerned that "an emergency exists and entry is necessary to protect life or property."

Ms. White: I thank the minister for that. I think that is important and I appreciate that. I am just looking at section 33 in the legislation. Would that section qualify, for example, for the Housing First units?

Hon. Mr. Mostyn: If the landlord believes that there is a threat to life or property, yes.

Ms. White: I thank the minister for that clarification, which leads me to the next part — education.

When we initially moved to approve the legislation in 2012, we talked a lot about the importance of education. As we see this legislation change again and be updated, I think that education is important, including and not limited to the transitional housing operators — as far as their ability to go into an apartment if they are concerned about safety, whether it's the safety of the person or the property. What education plans are there to coincide with this new act?

Hon. Mr. Mostyn: I thank the member opposite for the question this afternoon. I have discussed a little bit and touched on education with the Leader of the Official Opposition this afternoon. I will say that through the 19 months of consultation and work with the public on the legislation, we heard that there needs to be better information and more education about the act and its implications on members of the Yukon public. We have heard that loud and clear. We have every intention of putting together an education campaign and putting materials before the public that help them to understand the legislation, their rights, better — both as a tenant and a landlord — and how this whole refinement to the act is going to work. We want it to be balanced, and we want to make sure that people understand how it's balanced and how it affects them.

The department is preparing material to go out; however, at this point, the House has not yet endorsed the legislation. We don't know what the final look is going to be, and we have to do the regulations too. That will have to go through a Cabinet process and be part of the education materials, so it's not fully fleshed out yet. We do hear the member opposite's concerns. It echoes what we have heard from the public, and we will certainly go forward with education to encourage the public to better understand this new piece of legislation, which is so fundamental to so many Yukoners.

Ms. White: In section 15, it says that a landlord must not charge a person for accepting an application for a tenancy, processing the application, investigating the applicant's suitability as a tenant, or accepting the person as a tenant.

What will be done in order to enforce this?

Hon. Mr. Mostyn: Madam Chair, the member opposite has just quoted section 15: "A landlord must not charge a person anything for (a) accepting an application for a tenancy; (b) processing the application; (c) investigating the applicant's suitability as a tenant; or (d) accepting the person as a tenant." Yes, those are all areas where a landlord must not charge a tenant. If people have been charged those things, they have to come forward and, of course, the education materials must underscore a tenant's rights. This flows into the answer that I gave moments ago.

Ms. White: I thank the minister for that.

In relation to a tenant's notice, if a tenant does not provide adequate notice to end a tenancy, what financial compensation is a landlord entitled to?

Hon. Mr. Mostyn: If a tenant leaves a rental unit without giving the landlord appropriate notice, the landlord can apply for dispute resolution at the residential tenancies office. If the landlord was unable to quickly re-rent the unit and lost income because of the tenant's early departure, the adjudicator may award damages to the landlord and order the tenant to pay. The details of each case will be different, so I encourage landlords to take their issues to the residential tenancies office for dispute resolution as soon as possible. Again, part of our education campaign and part of the balance we are trying to strike is to protect both the landlord's and the tenant's rights in this field.

Ms. White: In section 63, it talks about the need to have permits before an eviction due to renovations happens. One of the challenges is, of course, that permits can be issued and then can be withdrawn or left open. How will this section be enforced to ensure that renovations do, in fact, take place in a timely fashion?

Hon. Mr. Mostyn: Once again, this is a complaint-based system. The tenant would have to complain to the tenancies office, and they may be awarded damages there. There are a number of things for the landlord's notice for

renovation or repair. They have to give four months' notice; they have to have all the permits in place; the repairs must meet the minimum regulated standards for the rental unit; and those renovations or repairs can only be carried out if the rental unit is vacant — so, those are the conditions on this. But, again, it's a complaint-based system. The tenant would have to come forward and make a complaint.

Ms. White: So, just for clarification, how is a tenant supposed to know if the landlord has the proper permits in place? When they get given a four-month notice for renovations, how is a tenant supposed to know if the landlord has the proper paperwork in hand?

Hon. Mr. Mostyn: It is a complaint-based system. So, again, there will be education that will outline the tenant's rights when it comes to these things.

A renovation to meet the minimum requirements may not need permits, in which case the tenant will be given four months' notice. There may not be permits needed to do that renovation, but if the permits are needed — if it's substantial enough that permits are needed — the landlord will have to line up those permits to make sure that they are ready to go. If the tenant believes that this is some sort of stalling tactic or a way to get the tenant out on the part of the landlord, they can appeal to the RTO.

Again, we're trying to balance the rights of the landlords and the tenants — for the landlords who own the property and want to make sure their properties are maintained and they have control over it and the tenant's rights to have the tenancy, which is why we put these controls in place. But the tenant would have to appeal to the RTO on the permit issue if that's what they wanted to do. Of course, we'll have to lay that out in education campaigns so that tenants know their rights.

Ms. White: So, I'm just trying to seek more clarity here. So, for example, a landlord decides that they are going to update the kitchen counters to something that's more esthetically pleasing, so they give an eviction notice. Does the eviction notice need to include a list of the renovations that are to be done, or is it just a blanket: Here's your four months' notice?

Hon. Mr. Mostyn: In striking a balance between landlords and tenants, the tenants have to be given four months' notice. They don't have to be told what work is being done, but the landlord must make sure that the renovations that they are doing meet the minimum requirements for the unit and require the unit to be vacant. So, that is the law. They don't have to tell them what they are doing, but they have to do those things, and if the tenant challenges that, the RTO will look into it and see whether or not they are meeting the terms of the law.

Ms. White: I guess I have concerns with the way that the minister is delivering this, and partially, it's because I can see a whole lot of complaints due to lack of information being filed with the RTO. I'm just seeking clarity: Would it not make more sense for a landlord to have to disclose what repairs had to happen? As an example, changing a countertop doesn't necessarily mean vacancy, but for example, replacing the flooring in all of the units does or perhaps changing, for example, the bathroom would, right? Those are drastically different repairs, but if both just require a four-month notice of eviction and it's up to a tenant to decide whether or not they should be challenged, is there not a way to provide clarity, for example, for tenants and surety for landlords by having a requirement, for example, to inform a tenant of what those are?

I can say right now that, if I was a tenant and my sense was that I was being evicted with four months' notice — under the renoviction — the eviction due to renovations — and my sense was that my landlord was going to change my island counter to be able to rent it for more money after me, then I would probably file a complaint, because it doesn't seem like that would be about minimum rental standards. However, if a landlord had to list what the renovations were and it listed those and it wasn't just replacing the counter — maybe they needed to replace the kitchen floor, because there was a soft spot — I would be less likely as a tenant to file a notice of dispute resolution.

Trying to prevent just that lack of clarity going forward for both sides, has the minister thought about what that looks like without information being shared from either side?

Hon. Mr. Mostyn: Really, we are trying to seek a balance here. You could say that a countertop isn't necessarily a cause for someone to leave their apartment, but it could be depending on what the old countertop was made of or what the new one is made of and what work is being done in the house. It really comes down to education — educating tenants of their rights and educating landlords of their rights. It doesn't prevent the landlord, if they want to work in concert with their tenant, from telling them more or less. Those who choose not to disclose can do so, but they could run afoul of having an appeal to the RTO, which is going to be not ideal for the landlord necessarily.

Of course, if they do improve the unit, the tenant, of course, has first right of refusal as well. So, there are lots of checks and balances in this system to protect both the landlord's ability to do the necessary work to their property and also for the tenant to make sure that they have a place to live once that unit has been upgraded to the minimum required standard.

Ms. White: I think that is part of my issue. It says in 63(1)(a) that the landlord must carry out renovations or repairs to the rental unit in order to meet minimum regulated standards.

The reason I bring that up is that if we look at the government's own fact sheet on the minimum rental standards, it doesn't say, for example, what the countertops have to be like or how they have to be. It says things like: There needs to be a toilet in a place with operational plumbing; there needs to be heating; and there need to be cooking appliances and they can't be the primary source of space heating. So, there is a big difference between a cosmetic renovation and minimum rental standards, which is why I'm asking if there has been thought around making sure that this clause is not abused.

Hon. Mr. Mostyn: I hope that, through the education processes for both landlords and tenants and the balance that we struck with the act — if the tenant has to leave the apartment or the rental unit, the landlord has to pay them to leave, has to offer them first right of refusal coming back, has to give them four months' notice, has to have the permits — that is a pretty onerous process for a landlord to go through. Some might say

that it's too onerous; a tenant might say that it's just enough. We're trying to strike a balance here. I think that we have struck that balance, and I think that this gives the landlord and the tenant protection — existing with the rules as presented here in this new act.

Ms. White: I think that I'm going to wait until we get to clause 63 in line-by-line debate, but based on the fact that I have a lot of questions now for the legislation all the way throughout, I am going to sit down so that we can move into line-by-line debate.

Chair: Is there any further general debate on Bill No. 46, entitled *Residential Tenancies Act*?

Seeing none, we will now proceed clause-by-clause.

On Clause 1

Ms. White: Clause 1 talks about the introductory provisions, and it talks about definitions. I think that there are two things of note here, one being the deposit and one being the pet damage deposit. I think that this is an opportunity for the minister to talk about the importance of the addition of the pet damage deposit. So, can he please walk me through the differences between just a deposit — which includes a security deposit — and then, of course, the pet damage deposit?

Hon. Mr. Mostyn: I thank the member opposite for highlighting this clause. We heard from tenants and landlords on pets. We know that tenants are having a hard time finding enough pet-friendly places to rent and that landlords have misgivings about having pets. This clause, the pet damage deposit, is again an attempt to strike a balance between both tenants and landlords. Landlords wanted to make sure that they were managed; tenants wanted a place to rent that allowed pets, hence this clause.

To address these concerns, this provision introduces a deposit that a landlord can collect up to an amount equal to half one month's rent. The landlord can only collect one pet deposit, even if the landlord agrees that the tenant can have multiple pets. So, you get one pet deposit even if there is a kennel in the backyard.

Any restrictions on pets in a tenancy agreement are subject to the *Human Rights Act*. The *Human Rights Act* provides some guidance to what landlords can insist upon when it comes to pets. Landlords can collect up to one-half of one month's rent as a pet deposit, and that is regardless of how many pets the tenant and landlord agree to.

Ms. White: I thank the minister for that. Can the minister confirm for me how many deposits are allowed to be collected? For example, he just mentioned that the pet damage deposit is half of one month or the equivalent rent. I just want to clarify that there is just one security deposit. So, it can't be first month, last month, next month, and part of the third month. I'm just looking to know that there is just one security deposit and could be just one pet damage deposit.

Hon. Mr. Mostyn: Yes, that is correct. There is a provision for a damage deposit equal to one month's rent and the provision for a pet deposit equal to half a month's rent, regardless of the number of pets you have.

Clause 1 agreed to

On Clause 2

Ms. White: Clause 2 talks about applications, and clause 2(3) says that "This act does not apply to …" followed by a long list of what this act doesn't apply to. I was hoping that the minister could walk us through that list.

Hon. Mr. Mostyn: Now, I believe the member opposite is talking about section 2, Application. There's an awful lot here, and for the due consideration to Hansard and the time of the House, I could read the entire thing into the record.

I will say that, when it comes to section 3 of the application portion of this new act, almost all of it is identical to the *Residential Landlord and Tenant Act*. Very little has changed except for section 3(d), which is living accommodation provided as emergency shelter to a person if the person resides there for less than six consecutive months. It's a separated provision for emergency shelter from transitional housing. So, that's one change from the RLTA.

Then section 3(e), living accommodation provided to a person on a temporary basis for the purpose of enabling the person to transition to more stable and long-term housing — there, the change from the existing act is that transitional housing is exempted from the residential tenants act without a time limit.

Those are really the only changes. Basically, those are the two changes from the existing act.

Ms. White: Well, I'm glad that the minister brought up 3(e), which is living accommodation provided to a person on a temporary basis for the purpose of enabling the person to transition to more stable and long-term housing.

So, I have questions around "temporary basis". So, we know, for example, there is transitional housing provided by Connective at the Whitehorse Emergency Shelter that actually is transitional in terms of it could be multi-year, it could be a decade or longer, before that person transitions out. So, it seems to me that it is not temporary.

Should someone in transitional housing who is there for longer than six months not have protections under the *Residential Tenancies Act*?

Hon. Mr. Mostyn: The member opposite has flagged a change from the existing *Residential Landlord and Tenant Act* that was done thoughtfully after the deep consultation period that we did. The reason we made this change is because it's influenced by case law in British Columbia. It has also undergone a lot of talk with transitional housing providers and Health and Social Services as well.

There has been a lot of work on this. You can't put a deadline on transitional housing. That is one of the problems, so what we're talking about is that we want to put "living accommodation provided to a person on a temporary basis for the purpose of enabling the person to transition to more stable and long-term housing". And in our consultation, both with Health and Social Services and the transitional housing providers, they felt that the flexibility that this provided was much better than including them within the legislation. We have put a lot of work into this, and this is where case law, health and social, and transitional housing providers have landed.

Clause 2 agreed to

On Clause 3

Ms. White: Clause 3 is "Rent increases in owner-occupied living accommodation". I think that this is an important change. It really captures some of the actual events in Yukon, which is where a person owns a home, but they have a roommate.

So, if the minister would walk us through the changes here, I think that they are important to note. And it does give tenants in those situations a bit more clarity, but it also gives some clarity to the homeowner or the landlord in this case.

Hon. Mr. Mostyn: Yes, there are some deviations from the existing act in this one. In clause 1, a landlord sharing their house with a roommate is also bound by any rent regulation now. In clause 2, timing and notice periods for a landlord to implement as a rent increase would apply in this situation — so, it is just tightening things up a bit. Clause 3 — a tenancy agreement can include a rent increase to apply if another occupant moves into the rental unit. This is not considered a rent increase as stated in the tenancy agreement. Those are the substantive changes from the existing piece of legislation.

Clause 3 agreed to

On Clause 4

Clause 4 agreed to

On Clause 5

Ms. White: Clause 5 says: "Government is bound" and "This Act binds the Government of Yukon." I guess I have a bit of a hypothetical question. Yukon Housing owns buildings with elevators, and if an elevator goes out for an extended period of time — for example, is the government bound to make sure that tenants can be reimbursed for that disruption of service?

Hon. Mr. Mostyn: Clause 5 binds the Government of Yukon. It is exactly the same as the *Residential Landlord and Tenant Act* that is currently in existence. Of course, I'm sure that Yukon Housing strives for the highest standards in housing for its tenants. I would say that there are too many variables in this hypothetical question, and if there are concerns — please, the tenants should appeal to the residential tenancies office.

Clause 5 agreed to

On Clause 6

Ms. White: Clause 6 is entitled "Act cannot be avoided". It says that landlords and tenants may not avoid or contract out of this act or the regulations. I just wanted to know how this part was going to be enforced.

Hon. Mr. Mostyn: The new act is the same as the old act — no change here. If there are concerns, the tenant can certainly appeal to the residential tenancies office.

Clause 6 agreed to

On Clause 7

Ms. White: Clause 7 talks about new landlords and it goes through the responsibilities that transfer from one landlord to the next. Are there any differences between this and the existing *Residential Landlord and Tenant Act*?

Hon. Mr. Mostyn: Yes, it is mostly the same — a few changes. A new landlord has the same rights and is subject to the same liabilities and obligations of the former landlord under this act with respect to all existing tenancy agreements and all deposits held by the landlord. The change of "security deposits" to "deposits" is to reflect that a landlord may change a security deposit and a pet deposit for a property.

Section 53 outlines landlord responsibilities for deposits in (4), so that is refined. In 7(6)(b) it is really the same as the RLTA, but sections (1) and (2) there — change of "security deposits" to "deposits" to reflect that a landlord may charge a security deposit and a pet deposit and (2) change security deposits is the same, so it comes down to just the pet deposit and the security deposit.

In section 7, the new landlord must notify the tenant — 21 days, which is the same notice time by which the landlord and tenant must complete a condition inspection report and the landlord to provide a signed tenancy agreement. In clause 8, new landlord must notify tenant — 21 days is the same notice time. So, again, it's 21 days, by which time the landlord and tenant must complete a condition inspection report and the landlord must provide a signed tenancy agreement. It has been cleaned up for consistency's sake but is largely the same as the existing act.

Clause 7 agreed to

On Clause 8

Ms. White: Division 2 is "General Principles", and section 8 is "Enforcing rights and obligations of landlords and tenants." Section 8(3) is "A term of a tenancy agreement is not enforceable if the term is

"(a) inconsistent with this Act or the regulations;

"(b) unconscionable, oppressive or grossly unfair; or

"(c) not expressed in a manner that clearly communicates the rights and obligations under it."

The reason why I want to highlight that is: Does this mean that the RTO, for example, will be giving support when leases are drawn up to make sure that they are consistent with this act and the regulations?

Hon. Mr. Mostyn: Yes, this section is largely unchanged from the existing *Residential Landlord and Tenant Act*. The one difference is that in clause 3(b), "unconscionable" has been replaced with the definition previously used for "unconscionable" in the RLTA. So, we have refined that, but the RTO provides a standard lease agreement that is usable by everyone. Landlords are not obligated to use it, but it is available through the residential tenancies office, as it has in the past.

Ms. White: So, if a tenant, for example, is concerned about their tenancy agreement not meeting their requirements, do they have to file with a fee to have it looked over by the office, or are they just able to take it down to the office to have someone go through it?

Hon. Mr. Mostyn: Tenants, know thy rights. The education campaign will help to amplify that, but you have to know your rights. If they feel like they have been poorly served by the existing tenancy agreement in some way, shape, or form, they should go down to the residential tenancies office. There is a fee involved. That fee can be waived, as it is now, when needed.

So, yeah, they would have to file with the RTO. They have to pay a fee, and that fee could be waived if the people were in financially difficult circumstances.

Clause 8 agreed to

On Clause 9

Clause 9 agreed to

On Clause 10

Clause 10 agreed to

On Clause 11

Clause 11 agreed to

On Clause 12

Clause 12 agreed to

On Clause 13

Ms. White: So, clause 13 is "Requirements for tenancy agreements". Subsection (2)(d) is the date the tenancy agreement is entered into.

One of the reasons I'm asking about this is that we have seen tenancy agreements be updated and we've seen tenancy agreements be backdated, in some cases, before folks lived in the units. Are new tenancy agreements able to be backdated ahead of the date that they're signed?

Hon. Mr. Mostyn: It's the same as the existing *Residential Landlord and Tenant Act*. Backdating is possible, but it has to be in agreement to both landlord and tenant.

Ms. White: I appreciate that from the minister. But what if a tenant is told that, if they don't sign it, that it is then an eviction notice? Is that then viewed as agreement between the two, or is that one threatening the other?

Hon. Mr. Mostyn: That sounds like coercion. I would urge the individual to go to the RTO and complain.

Ms. White: I will just let the RTO know that there are probably 180 tenants who have recently faced that, so that is a heads-up here.

Clause 13 agreed to

On Clause 14

Ms. White: Clause 14 is "Changes to a tenancy agreement". Section 1 says: "A tenancy agreement must not be amended to change or remove a standard term." (2) says: "A tenancy agreement may be amended to add, remove or change a term, other than a standard term, only if both the landlord and the tenant agree to the amendment."

Again, this applies to my previous question: If a tenant is being told by a landlord that, if they don't sign a new agreement, it is viewed as an eviction notice, what steps is a tenant supposed to take?

Hon. Mr. Mostyn: This clause is exactly the same as the *Residential Landlord and Tenant Act* as it currently stands — no change. If there is a problem, the tenants should contact the residential tenancies office.

Clause 14 agreed to

On Clause 15

Ms. White: Clause 15 is "Application and processing fees prohibited". It says, "A landlord must not charge a person anything for

"(a) accepting an application for a tenancy;

"(b) processing the application;

"(c) investigating the applicant's suitability as a tenant; or

"(d) accepting the person as a tenant."

I asked this question earlier, but I think it's important in line-by-line debate. What is the enforcement of this? How does a person bring this concern forward, and what recourse exists for them?

Hon. Mr. Mostyn: The question is the same as the one that we answered earlier. This clause is exactly the same as the existing *Residential Landlord and Tenant Act* — no change. If a landlord charges a tenant or a person for something that is prohibited by the act, they should go to the residential tenancies office and tell them — lodge a complaint.

I will say — and we're going to be getting to this in a little while — that the fines for those who have transgressed the laws are significantly increased from where they were, so that is also another deterrent — another one of the checks and balances put in this act to try to balance things better than they were before.

Clause 15 agreed to

On Clause 16

Clause 16 agreed to

On Clause 17

Ms. White: Just to let you know, there are only 161 to go, so we'll get there.

Clause 17 talks about the limits on the amount of a security deposit, and I do appreciate the minister's point that there are some things that exist in the previous legislation. I was in opposition debating that as well. I believe I'm only one in the Chamber who was debating that legislation. So, although it may exist in the current *Residential Landlord and Tenant Act* that we are replacing, I'm still looking for additional information.

It says, "Limits on amount of security deposit". I think this is important because, again, it's about having that clear definition — so if the minister can walk us through what the limits are on the amount of a security deposit.

Hon. Mr. Mostyn: It is exactly the same as the *Residential Landlord and Tenant Act* in existence. The landlord can ask for a security deposit on a monthly rental up to one month's rent and no more. If it is a weekly tenancy, they can ask for one week's rent. Of course, the pet deposit is one-half a month's rent. That is it — one security deposit and one pet deposit.

Clause 17 agreed to

On Clause 18

Ms. White: Clause 18 is "Landlord prohibitions respecting security deposits". Again, I just think that it is important for the minister to let us know what this involves.

Hon. Mr. Mostyn: No change from the existing legislation; it is the same as it always was — the same as it always was — one month, no more than that.

Clause 18 agreed to

On Clause 19

Ms. White: Clause 19 is, of course, the pet damage deposit, which is new. I know that the minister has mentioned it before, but I think that it is important that he says it a second time.

Hon. Mr. Mostyn: Pet deposits are now allowed. They are self-explanatory in the act. You get one pet deposit — half

a month's rent — depending on how many goldfish, dogs, whatever it is — half a month's rent, one pet. The rest are free.

Ms. White: Just based on the minister's last comment, is the landlord able to set the number of pets, for example? Is the landlord able to say, for example: One dog; one cat? Are they able to say: Four cats? Are they able to say: Six goldfish? I appreciate that it is only one pet damage deposit, but is the landlord able to select the number of pets allowed?

Hon. Mr. Mostyn: Yes, they are. They can actually say what the tenant is allowed to have.

Clause 19 agreed to

Chair: Do members wish to take a brief recess?

All Hon. Members: Agreed.

Chair: Committee of the Whole will recess for 15 minutes.

Recess

Deputy Chair (MLA Tredger): Order. Committee of the Whole will now come to order.

The matter before the Committee is continuing debate on Bill No. 46, entitled *Residential Tenancies Act*.

On Clause 20

Ms. White: Clause 20 is entitled "Service animals". It says: "For greater certainty, any prohibition, restriction or other requirement in a tenancy agreement in relation to the keeping of animals in the residential property, including in relation to deposits, are subject to the *Human Rights Act*."

The reason why I wanted to know about service animals — is there currently a definition of "service animals" either in the *Residential Tenancies Act* or anywhere within the Yukon government?

Hon. Mr. Mostyn: No, there is no definition of "service animals" in the Yukon. It's on a case-by-case basis and arbitrated in the end, I guess, by the Human Rights Commission.

Ms. White: The reason why I ask that is that I can go online right now and I could put in an online application and pay a fee and I could get a designation — for example, I have a blue heeler. Although he is an elderly dog now and quite calm, when he was at his peak, he would never have been clearly defined as a "service animal" in his behaviour with others or even occasionally independently. One of my concerns is that, without a clear definition of "service animal" or what constitutes a service animal, there is an opportunity for any animal to become a service animal. I just wanted to put that out there. I have concerns that we don't have a clear definition of "service animal" or the requirement for it.

Hon. Mr. Mostyn: I don't think that there was a question there. I think it was just a statement. I hear the member opposite.

Clause 20 agreed to

On Clause 21

Clause 21 agreed to

On Clause 22

Ms. White: Clause 22 is "Landlord prohibitions respecting pet damage deposits". In (b), it says: "require or accept more than one pet damage deposit in respect of a tenancy agreement, regardless of the number of pets". Although I appreciate again that the minister has highlighted this before, would this have to be complaint-driven if a tenant was told that they needed a second pet deposit? Would they have to make a formal complaint with the RTO?

Hon. Mr. Mostyn: Tenants should know their rights under the act. They can educate themselves. We will certainly do all we to can to help that. Yes, they would.

Clause 22 agreed to

On Clause 23

Clause 23 agreed to

On Clause 24

Clause 24 agreed to

On Clause 25

Clause 25 agreed to

On Clause 26

Ms. White: So, "Division 2 — Start of a Tenancy", clause 26 says: "Condition inspection at start of tenancy". I think this is important. I understand that it's a carry-over — but if the minister can walk us through both the responsibilities of the tenant and the landlord at the beginning of a tenancy.

Hon. Mr. Mostyn: It's exactly the same as the RLTA, with a few exceptions. 26(1) is separated into (a) and (b) for clarity and ease of reading. So, that's really a housekeeping item.

Everything up to (5) is the same as in the existing law. There is simplified language in subclause (5). It's the same intention as the RLT. Again, it's housekeeping to make sure it's clearer — and the same with (6).

So, it's basically all the same as the RLTA, with just some improvements and wording — some wordsmithing.

Clause 26 agreed to

On Clause 27

Clause 27 agreed to

On Clause 28

Ms. White: So, clause 28 is "Consequences for tenant and landlord if report requirement not met". (2) says, "The right of a landlord to claim against a deposit for damage to a residential property is extinguished if the landlord

"(a) does not comply with subsection 26(2);

"(b) having complied with subsection 26(2), does not conduct the condition inspection on either occasion; or

"(c) does not complete the condition inspection report and give the tenant a copy of it as required under subsections 26(4) or (6) and in accordance with the regulations."

So, can the minister please walk us through clause 28?

Hon. Mr. Mostyn: So, we changed "security deposit" to "deposit" to reflect that a landlord may charge a security deposit and a pet deposit for a property. We've been through that several times this afternoon.

In 28(2)(a), we updated the reference section. It's the same as the *Residential Landlord and Tenant Act* — same as the old act. Here is the new act, the same as the old act — same as (b) — again, the same as the RLTA, the existing act. We just updated the reference sections. And (c) — again, we have updated the reference sections. It is the same as the old act.

There are very, very few changes — basically wordsmithing to make sure that tenants know that they can only be charged one deposit — one damage deposit and one pet deposit.

Clause 28 agreed to

On Clause 29

Clause 29 agreed to

On Clause 30

Clause 30 agreed to

On Clause 31

Clause 31 agreed to

On Clause 32

Ms. White: Clause 32 is "Protection of tenant's right to quiet enjoyment". It goes through to list that: "A tenant is entitled to quiet enjoyment including rights to the following:

"(a) reasonable privacy;

"(b) freedom from unreasonable disturbance…"

It goes on, and in an earlier clause, it says that the Government of Yukon was affected by this. Will this be communicated out then to, for example, Yukon Housing and others about the importance of the protection of a tenant's right to quiet enjoyment?

Hon. Mr. Mostyn: Here is the new act — same as the old act. RLTA is the same act; these are the same provisions in the old act. It does still pertain to Yukon Housing. It's a tenant's obligation to know their rights, as it is a landlord's obligation to know their rights. We will do our best to educate the public about these things.

Clause 32 agreed to

On Clause 33

Ms. White: Clause 33 is "Restriction on landlord's right to enter rental unit". I think that this is important. The minister pointed out before that clause 33(f) is: "an emergency exists and entry is necessary to protect life or property." Again, I'm just looking for clarification that this would be captured also under transitional housing or supportive housing units.

Hon. Mr. Mostyn: Clause 33 — here is the new law, same as the old law — is exactly the same as the *Residential Landlord and Tenant Act* — no change, striking a balance again. Supportive housing, yes, and transitional housing, no, in terms of that — but if anybody feels that there is a danger to safety or a danger to life or property, they can go on the property and check it out.

Clause 33 agreed to

On Clause 34

Clause 34 agreed to

On Clause 35

Clause 35 agreed to

On Clause 36

Clause 36 agreed to

On Clause 37

Clause 37 agreed to

On Clause 38

Ms. White: Clause 38 is about rent increases. It says that it captures sections 39 to 41 — but maybe if the minister can start walking us through section 38. I have additional questions for 39 and 40.

Hon. Mr. Mostyn: Once again, it is exactly the same as the old act — new law, same as the old law. We have updated section numbers and it is self-explanatory.

Clause 38 agreed to

On Clause 39

Ms. White: Section 39 is about maximum rent increases. It says that a landlord must not impose a rent increase that is greater than the amount permitted under the regulations. Can the minister please walk us through this?

Hon. Mr. Mostyn: Deputy Chair, I will reprise the conversation that we had on March 18 and also this afternoon. The landlord must not impose a rent increase that is greater than the amount permitted under the regulations. The regulations are going to stipulate that the rent increase will be tied to CPI averaged over two years, and a landlord will not be able to increase above the rent increase stipulated by that CPI average unless they go to the residential tenancies office with extenuating circumstances — with some sort of cost that they have incurred that is beyond the factors captured by the consumer price index.

Clause 39 agreed to

On Clause 40

Clause 40 agreed to

On Clause 41

Ms. White: Clause 41 is "Exemption from timing and notice of rent increases". It says, "A rental unit operated by a housing agency or other person or organization prescribed in the regulations is exempt from the requirements of section 40 if the rent of the unit is related to the tenant's income or income of the tenant's household."

Can the minister please walk us through who might be covered by those exemptions?

Hon. Mr. Mostyn: Here is the new law, same as the old law. It hasn't changed. Housing agencies are Yukon Housing Corporation, Grey Mountain Housing, and Kwanlin Dün First Nation. All housing agencies provide subsidized housing, so those are the agencies that are going to be eligible for an exemption in this case.

Clause 41 agreed to

On Clause 42

Clause 42 agreed to

On Clause 43

Ms. White: Clause 43 falls underneath "Division 4 — Assignment and subletting", and 43 talks about "Assignment". This has to do with sublets. Can the minister walk me through this section, particularly around 43(4), which says, "Unless otherwise agreed by the landlord, the original tenant must request the landlord's consent to the assignment of the tenancy agreement…"? So, I'm looking for if the original tenant needs permission from the landlord, but maybe he can talk about subletting.

Hon. Mr. Mostyn: So, this is separating — so, we now have two categories. There's assignment and subletting.

So, "assignment would be that you have a tenant agreement; you're leaving the territory. For example, I'm leaving; Phil is my current roommate. I can apply to the landlord to assign the tenancy to Phil.

Subletting would be Phil has moved in and he's actually helping me with the rent, so there's a sublet involved. In both cases — and this is where the balance comes in — the landlord has to know about and approve the conditions.

Ms. McLeod: Just on the matter of assignment and subletting, are there any conditions that are applied to the landlord to not agree to the sublet or the assignment?

Hon. Mr. Mostyn: Yes, the landlord cannot unreasonably withhold their consent, but they can withhold their consent. So, if they have concerns and they decide that they don't want to partake in any of these conditions, they can say no.

Ms. McLeod: Would it be the RTO that then decides whether or not the landlord's concerns are reasonable? I'm looking for some kind of a checklist. Is there some way of measuring that for the landlord's use or for the tenancies office's use?

Hon. Mr. Mostyn: What we're doing is separating assignment from subletting, but the conditions are exactly the same as the old law. So, here's the new law — same as the old law. The only thing that we're doing is putting some conditions around subletting and assignment. So, other than that, it's exactly the same as the old law.

So, we're putting some clarity in for situations that happen in modern homes, but the conditions — all the concerns that the member opposite has just raised — are exactly the same as in the existing law.

That is where it stands right now.

Clause 43 agreed to

On Clause 44

Clause 44 agreed to

On Clause 45

Ms. White: Clause 45 is subletting, so maybe the minister can walk us through the difference between "subletting" and "assignment".

Hon. Mr. Mostyn: I went into this a little bit before. We are distinguishing between the original tenant from the subtenant for clarity. We added "all or any part of a rental unit" to account for the original tenant subletting a room in the rental unit that the original tenant occupies. Under clause 45(2), the landlord's consent is required so that they know who is in the rental unit. We added "all or any part of a rental unit" to clarify that — trying to close loopholes. The landlord cannot add a charge related to approving the sublet — added the "original tenant" or "all or any part of a rental unit". That part — this would be subsection (3), a landlord cannot charge extra for the person who is subletting from the original tenant. Subsection (4), the same timelines as the RLTA; (4)(a) and (4)(b) are the same as the RLTA; (5) is the same as the RLTA; (5)(a) and (5)(b) are captured by that. Here is the new law, same as the old law.

Clause 45 agreed to

On Clause 46

Ms. White: Clause 46 says, "Prohibition respecting subtenancy rent". It says, "The rent charged by an original tenant under a subtenancy agreement, or any combination of subtenancy agreements, must not be greater than the rent payable by them under the original tenancy agreement."

I am just seeking some clarification from the minister about this, and is this something that is complaint-driven?

Hon. Mr. Mostyn: Deputy Chair, yes, it is complaint-driven.

Ms. White: I think that the minister missed the "clarity" part, so can he walk us through what this section means?

Hon. Mr. Mostyn: This is clause 46 and it is self-explanatory. The original tenant cannot profit from the sublet. The rent is the rent. A tenant cannot then bring in a sublet and charge in aggregate more than they are paying for the rent for the unit that they have. The rent index applies both to tenants and to landlords.

Clause 46 agreed to

On Clause 47

Clause 47 agreed to

On Clause 48

Clause 48 agreed to

On Clause 49

Clause 49 agreed to

On Clause 50

Ms. White: Clause 50 falls under "Division 5 — End of a Tenancy", and 50 is "Condition inspection at end of tenancy". Perhaps the minister can walk us through clause 50.

Hon. Mr. Mostyn: This is division 5, clause 50: "Condition inspection at end of tenancy". Here is the new law, same as the old law — 50(1) right through (6) is identical to the *Residential Landlord and Tenant Act*. We have added — the only change we would have is sort of wordsmithing in subclause (2), which is the same intent as the existing law. We added "to participate" to clearly explain landlord actions. In subclause (4), the same intent as the RLTA — the existing law. We updated language for readability. Subclause (5) is the same as the existing law. We updated language for readability. So, it's basically the same as the existing law with some wordsmithing to make it clearer for people. Yes, that's all that I have to say about that.

Clause 50 agreed to

On Clause 51

Clause 51 agreed to

On Clause 52

Clause 52 agreed to

On Clause 53

Ms. White: Clause 53 is "Return of deposit". I believe that there is a change here that allows for e-transfer returns. Can the minister just confirm whether or not I am correct in that understanding?

Hon. Mr. Mostyn: It's 2025. Yes, e-transfers are now allowed in our act.

Clause 53 agreed to

On Clause 54

Clause 54 agreed to

On Clause 55

Ms. White: This is part 3, "Ending a Tenancy" and "Division 1 — Ending a Tenancy". Clause 55 is "How a

tenancy ends". My hope is that the minister can walk us through this section.

Hon. Mr. Mostyn: We are talking about how a tenancy ends. This is 55, and it goes to 56. Under subsection (1), "A tenancy ends only if one or more of the following applies…" and we then have if "(a) the tenant or landlord gives notice in accordance with one of the following provisions…"

So, the very first section on how a tenancy ends is identical to the existing law — no change. In subsection 1(a), there are now provisions to end a tenancy. They are added for clarity, so (1)(a)(i) is the same as the RLTA; (ii) is new end of tenancy for tenant moving into long-term care; (iii) is new end of tenancy for tenant facing safety or security risks; (iv) is the same as the old law; (v) is end of tenancy if a landlord or immediate family member will move into the unit — that is new; (vi) a new provision that is self-explanatory — that's a landlord's notice of purchaser's use of property; (vii) is landlord's notice for renovation or repair of the rental unit, which we talked about earlier today, and that is also new; (viii) is section 64 and is a landlord's notice for condominium conversion — that is new; (ix) is section 65 and is a landlord's notice for change of use and is a new provision, self-explanatory; (x) is section 66, landlord's notice for demolition, which is new; (xi) notice for non-payment of rent is the same as the RLTA; (xii) is the same as the RLTA, same as the old law; (xiii) same as the old law; (xiv) new provision for use by a housing agency landlord, which is notice to relocate for change in operational structure of subsidized rental units; (xv) this is landlord's notice for end of employment, expanded notice periods for fairness for tenants living in housing that is provided by their employer — this is the clause that gets tied to the *Employment Standards Act*; subsection (xvi) section 72, end of employment, reciprocal provisions, tenant can end a tenancy if employment ends and housing was part of employment; (xvii) section 91, same as the RLTA, same as the old law; (xviii) same as the old law.

Then into subclause (b) the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit at the date specified by the end of the tenancy. This is the same as the old law, no change; (c) same as the old law, no change; (d) same as the old law, no change; (e) same as the old law, no change; (f) same as the old law, no change.

Subclause (2): "If, on the date specified as the end of a fixed term tenancy agreement that does not require the tenant to vacate the rental unit on that date, the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy agreement as a month-to-month tenancy on the same terms" — same as the old law, no change.

So, that's where we stand on section 55.

Clause 55 agreed to

On Clause 56

Ms. White: So, clause 56 is about a tenant's notice. When we talked about this a bit in general debate, if a tenant indicates that they would like to end the lease ahead of time, is the landlord entitled to financial compensation?

Hon. Mr. Mostyn: This is the new law. Again, the same as the old law — the landlord may dispute the notice to end the tenancy by making an application for dispute resolution within 14 days. After the date the landlord receives the notice, they have 14 days to do so. We have a limit now on the time allowed to dispute this notice. So, that's the major change here.

Ms. White: Can the minister elaborate on the date changes?

Hon. Mr. Mostyn: Again, I have talked about a balance and being fair throughout this entire process. That is what this is. The same time period that applies to a tenant's dispute of a landlord's notice now applies to the landlords themselves. It is exactly the same for the landlord and tenant — 14 days.

Clause 56 agreed to

On Clause 57

Clause 57 agreed to

On Clause 58

Ms. White: Clause 58 is "Tenant's notice for safety or security risk". I believe that this section is new. Can the minister please tell us about it?

Hon. Mr. Mostyn: This provision allows a tenant to end a fixed-term tenancy early if they need to leave a violent living situation to provide security for the tenant. This section will also be brought into effect with a form that can be signed by qualified individuals listed in the regulation. This avoids the serious privacy issues with a tenant being obliged to share personal information with the landlord. In periodic tenancies, the tenant can already give a one-month notice, so the provision does not apply broadly.

Clause 58 agreed to

On Clause 59

Clause 59 agreed to

On Clause 60

Ms. White: Clause 60 is "Tenant's notice for landlord's failure to comply with tenancy agreement". Clause (1) says: "If a landlord fails to comply with a material term of a tenancy agreement, the tenant may end the tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than 14 days after the date the landlord receives the notice." I believe he said that this is now in line with the landlord's notification. I guess I'm really looking for clarification, then. Is this the tenant's ability to end tenancy for cause?

Hon. Mr. Mostyn: Once again, here is the new law, same as the old law — no change. And yes, essentially, it is for with cause.

Clause 60 agreed to

On Clause 61

Ms. White: The minister and my colleague from the Yukon Party were having a conversation about this previously. Clause 61 is "Landlord's notice for landlord's use of property". Of course, it has definitions of family members and "family corporation". Maybe the minister can just repeat himself on section 61, "Landlord's notice for landlord's use of property".

Hon. Mr. Mostyn: The first one is self-explanatory. The second, "family corporation", includes a landlord that is a small corporation. A family corporation landlord can include someone with voting shares but not every employee of the corporation. So, it is just clarity on what exactly a close family

member, family corporation, or landlord is. Subsection (2) is that interpretation of the provision is coloured by good faith. There may be circumstances where the landlord or a close family member cannot live in the rental unit for at least 12 months, but to end a tenancy under this section, it is required that the landlord or close family member intend to live in the unit for one year. So, that's it. The rest of it is self-explanatory — (3): "A notice to end a tenancy under subsection (2) must be effective on a date that is …" — gives the dates. Subsection (4) — time limit to apply for dispute resolution is extended from seven to 14 days to allow more time for the tenant to organize information. Subsection (5) is self-explanatory. The rest of it is fairly clear, I imagine, to anybody looking at the act.

Clause 61 agreed to

On Clause 62

Ms. White: Clause 62 is "Landlord's notice for purchaser's use of property". I am particularly interested in subsection (2), which says: "A landlord may end a periodic tenancy, other than a tenancy in relation to a mobile home site, by giving the tenant notice to end the tenancy if … (b) the purchaser or their close family member intends in good faith to occupy the rental unit for a period of at least 12 months; and (c) the purchaser has requested in writing that the landlord give notice to end the tenancy as part of the agreement." I believe that this section is new. Can the minister walk me through it, please?

Hon. Mr. Mostyn: A landlord may end a periodic tenancy, other than a tenancy in relation to a mobile home site, by giving the tenant notice to end the tenancy if the landlord is selling the property as an agreement of sale, the purchaser or a close family member intends to occupy the rental unit for 12 months, and the purchaser has requested in writing that the landlord give notice to end the tenancy as part of the agreement. I think that's pretty self-explanatory.

Clause 62 agreed to

On Clause 63

Ms. White: We talked about clause 63 at length previously. Again, I am going to highlight my concerns that I feel that this section may be unclear. Subsection (1)(a) says: "the landlord must carry out renovations or repairs to the rental unit in order to meet the minimum regulated standards for the rental unit or the residential property…" But that is quite a bit different from cosmetic upgrades or changes just to end the tenancy. I do, however, think that it is important to note that, if notice is given, the tenant will be compensated to the equivalent of one month's rent payable.

I do think that this is important. I urge the RTO to consider ways to make this more clear going forward.

Clause 63 agreed to

On Clause 64

Ms. White: We are one-third of the way through. Clause 64 is "Landlord's notice for condominium conversion". I highlight this one, as clause 63, which is the notice for renovation or repair, or 65 — some of the other ones where they're changing the use. There is a requirement for compensation for the tenant, but there's no compensation included in the landlord's notice for a condominium conversion.

There were rental units, for example, in Riverdale that then got condo-ized and people were evicted in order for that to happen. Was there a consideration about including a compensation for tenants in this section?

Hon. Mr. Mostyn: No, this section is basically the same as the old law and, as a result, we did not consider compensating people under this act.

Clause 64 agreed to

On Clause 65

Ms. White: Clause 65 is "Landlord's notice for change of use". In subclause (1), it talks about a non-residential use for a period of at least 12 months. I am just wondering if the change of use considers, for example, short-term rentals — whether it be Airbnb, Neighbourly North, or others?

Hon. Mr. Mostyn: This is a change to a non-residential use, and a short-term rental is still a residential use.

Ms. White: I guess I am a bit surprised. So, the short-term rentals — for example, Airbnb, Neighbourly North, et cetera — are considered a residential use?

Hon. Mr. Mostyn: That is correct, yes.

Clause 65 agreed to

On Clause 66

Ms. White: Clause 66 is "Landlord's notice for demolition". In subclause (6), it says: "In addition to the notice required under subsection (1), the landlord must, on or before the effective date of the end of the tenancy, provide the tenant with compensation equivalent to one month's rent payable under the tenancy agreement."

If the minister can tell me how they landed on that, I would appreciate it.

Hon. Mr. Mostyn: This is just to be consistent with the other clauses that we have dealt with already in this act. The one-month payment of rent is just consistent with the other clauses where a tenant loses the place where they are living.

Ms. White: I will just draw the minister's attention to "Landlord's notice for demolition" and then the "Landlord's notice for condominium conversion", because that is also removing a tenant's ability to live there, so I will just highlight the difference between those two and note what feels like a discrepancy.

Clause 66 agreed to

On Clause 67

Ms. White: Clause 67 is "Landlord's notice for non-payment of rent". I believe that there have been some changes in this section — if the minister could walk us through them, please.

Hon. Mr. Mostyn: I will note that this is largely the same as the *Residential Landlord and Tenant Act*. Subsection (1) — a requirement for notice that rent is unpaid is intended to remind the tenant to pay rent without a disproportionate consequence of ending the tenancy. Subsection (2) — paying rent is a requirement of a tenancy agreement. If rent is not paid, even after the reminder note is delivered, then the landlord may issue a notice to end the tenancy. Subsection (3) — there may be a situation where the

tenant is not obligated to pay rent for some reason and this waives the notice to end the tenancy. Five days is increased to seven, allowing the tenant more time to respond. That is consistent with the *Residential Landlord and Tenant Act*. Subsection (5) — five days is increased to seven, allowing the tenant more time to respond. Again, (a) and (b) are the same as the old law — the *Residential Landlord and Tenant Act*. Subsection (6) is the same as the old law, and I think that covers everything.

Ms. White: I think, for clarity, I will go back to what I was told by the officials during the briefing. The landlord's requirement to notify the tenant — so, there is the first notification of five days to pay before they get the eviction notice, which is then 14 days, and then there are seven days in which they have the ability to pay. So, it is an extension of that notice, so it's not immediate — it's not an immediate eviction notice. There is a five-day pause before the 14 days, which I do appreciate and thank the officials for the briefing on.

Clause 67 agreed to

On Clause 68

Ms. White: Clause 68 talks about the landlord's notice for cause, which I think is important. So, can the minister walk me through what some of those causes are for eviction?

Hon. Mr. Mostyn: Clause 68, "Landlord's notice for cause" — same as the old law. Here's the new law, same as the old law. Subclause (1), same as the old law; (a) — updated security deposit — deposit to reflect additional deposits. That is just clearing up that deposit issue; (b) — same as the old law; (c) — same as the old law; (d) — same as the old law; (d)(i) — same as the old law; (d)(ii) — same as the old law' (d)(iii) — same as the old law; (e) — removed "defensive" from this description, as this language invites bias in interpretation, and that is based on a legal ruling; (e)(i) — same as the old law; (e)(ii) — same as the old law; (e)(iii) — same as the old law; (f) — same as the old law; (g) — same as the old law; (h) — same as the old law; (h)(i) and (ii) — same as the old law; (i) — same as the old law; (j) — same as the old law; (k) — same as the old law; (k)(i) — same as the old law; (k)(ii) — same as the old law; (l) — same as the old law; (l)(i) — same as the old law; (l)(ii) — same as the old law.

Subclause (2) — for the purposes of paragraph (1)(e), exempting these activities from the legal activities follows current criminal jurisprudence. We are just following the law. Subclause (3) — same as the old law. Subclause (4) — five days increased to seven days, allowing the tenant more time to respond. Subclause (5) is same thing; (a) is the same as the old law and (b) is same as old law.

Ms. White: In asking for clarification or additional information, I actually thought that it could be a benefit for the minister to share with folks — for example, the landlord association, which might go through the Hansard debate to actually get more of a broad sense of what it is. But if the minister just wants to repeat clauses and say that they are the same or not, then that's up to him. I am actually asking the question so that there is the ability for him to share information, because I think it's important.

We have often heard that landlords were concerned that they couldn't evict. This is part of that, which is with cause. I will just put that down on the record and the minister can proceed as he chooses.

Ms. McLeod: Under section 68(1)(b) where it refers to the tenant repeatedly being late in paying the rent, I am wondering if that means being late two times or 10 times. What would the RTO rule in that case?

Hon. Mr. Mostyn: The landlord's notice for cause — there has been no change in the new act for this. If the landlord is having a problem, it has to be more than once, but they should lodge a complaint with the RTO and the RTO will rule based on the circumstances at the time. Other than that, it is fairly hypothetical, but it is exactly the same provisions for with-cause evictions as in the old act.

Ms. McLeod: As I understand the minister — and forgive me if this was an existing section of the act. But if the word "repeatedly" means anything more than once, do those late payment months have to be consecutive, or can they be within a year?

Hon. Mr. Mostyn: I really do understand the member opposite's question. I thank her for raising it this afternoon. It's a good question. There are so many situations that may arise from that. I think that if a landlord has not received payment, say, more than once, twice, and beyond, they should go to the residential tenancies office and bring the precise situation forward — just like a tenant would have to if they were disputing with a landlord — and make their case and get a ruling out of the residential tenancies office.

I hope that helps. Certainly, if there is a specific example, perhaps we can discuss it outside.

Clause 68 agreed

On Clause 69

Ms. White: Pursuant to Standing Order 14.3, I request the unanimous consent of Committee of the Whole to deem clauses 69 through 81 of Bill No. 46, entitled *Residential Tenancies Act*, read and agreed to.

Unanimous consent re deeming clauses 69 through 81 of Bill No. 46 read and agreed to

Chair (Ms. Blake): The Member for Takhini-Kopper King has, pursuant to Standing Order 14.3, requested the unanimous consent of Committee of the Whole to deem clauses 69 through 81 of Bill No. 46, entitled *Residential Tenancies Act*, read and agreed to.

Is there unanimous consent?

All Hon. Members: Agreed.

Chair: Unanimous consent has been granted.

Clauses 69 to 81 deemed read and agreed to

On Clause 82

Ms. White: So, division 3, "Abandoned Property", clause 82 is "Director may order removal or sale of abandoned property". I believe that, in the briefing, I was told that there were some changes here. Can the minister walk us through them?

Hon. Mr. Mostyn: I thank the member opposite for the question. We've modernized the language with the same intent

as the existing law. The change is (1)(b). We changed from a rental unit to residential property to empower the landlord to deal with property left outside the unit.

In (3), we modernized language, changed from rental units to residential property to empower the landlord to deal with property outside — bang, bang, bang. So, yes, in subclause (3), we modernized the language "director provides", so it reads now that the "director may make the order without giving notice to the tenant or providing the tenant an opportunity to be heard", so the modernized language is the director now provides.

The rest of this section is exactly the same as the old law, so the big changes are some modernized language. Instead of saying that the tenant has left property in the rental unit or residential property, it is changed from rental unit to residential property to empower the landlord to deal with property left outside of the unit. The rest of it is basically improving the language.

Clause 82 agreed to

On Clause 83

Clause 83 agreed to

On Clause 84

Ms. White: We are on part 4, "Additional provisions for mobile home site tenancies", in clause 84, which is "Landlord responsibilities", and 84(b) is "snow removal and road maintenance". I just wanted to know if the landlords in a mobile home park are responsible for drainage. As an example, a number of parks have roads that are higher than where the mobile home sits and that means that they often get flooded out in the spring. Is the landlord responsible for the drainage when it comes to snow removal and road maintenance?

Hon. Mr. Mostyn: There is subclause 84(d), which is "keeping the mobile home park grounds in good repair." That would be a clause where, if I was a tenant and I was being flooded out, I would go to the residential tenancies office for a ruling on that.

Ms. White: Also, in the same clause under (d), for example, existing trees or new trees in mobile home sites — would that be the responsibility of the park or the tenant?

Hon. Mr. Mostyn: As I thought, this gets into very specific cases, and I think you would have to go to the RTO and make your case based on the circumstances at the time. Otherwise, it is fairly hypothetical. It would be difficult to give a firm answer on the floor of the House this afternoon.

Clause 84 agreed to

On Clause 85

Clause 85 agreed to

On Clause 86

Clause 86 agreed to

On Clause 87

Ms. White: Clause 87 is "No interference with rental of mobile home". It says that "A landlord must not, with respect to a mobile home situated on a mobile home site

"(a) unreasonably restrict or interfere with the site tenant's attempt to rent out the mobile home;

"(b) charge any fee in connection with the site tenant renting out, or attempting to rent out … or

"(c) limit the occupation of the mobile home to any specific person or persons."

I just want to know how this will be prevented.

Hon. Mr. Mostyn: The law can't prevent anything, but the law can provide clear rules for landlords and tenants under which they can operate, and I think that is what this does. This is a new section. It does provide clear rules for both landlords and tenants who have mobile homes. They now know that a landlord must not, with respect to a mobile home situated on a mobile home site, do these things. It empowers the tenants more than they were in the old act.

Ms. White: Does that empowerment involve them needing to make a complaint to the RTO? How does that empowerment help them?

Hon. Mr. Mostyn: Yes, that is indeed the case. If an owner of a mobile home park unreasonably restricts or interferes with the site tenant's attempt to rent out the mobile home — and, of course, "unreasonably" is there to account for unique situations where restriction might be reasonable — the tenant now has the ability to go to the RTO for a ruling on this. I will say again that the penalties for poor behaviour are much greater in this act than they were in the old act.

Clause 87 agreed to

On Clause 88

Ms. White: So, clause 88 is "No interference with sale of mobile home". It says that "A landlord must not, with respect to a mobile home site

"(a) unreasonably restrict or interfere with the site tenant's attempt to sell a mobile home situated on the residential property;

"(b) charge any fee in connection with the sale or attempted sale of a mobile home…"

It goes on a bit, and then (c) is "limit the occupation of the residential property to a mobile home sold, leased or otherwise made available by any specific person or persons."

And so the reason why I highlight this one is that I know that it has been the practice of at least one mobile home park to vet possible buyers of mobile homes. Will this clause prevent that in the future?

Hon. Mr. Mostyn: I thank the member opposite for the question and sort of delving into this line.

One of the pieces of the bill before us this afternoon is the work that we're doing with mobile homes, which I think is an important component of this act. I know it's near and dear to the member opposite's — I know it's an issue that she is engaged with and holds as important.

I actually share her concern with the way mobile home parks are governed. This is another clause that does help with that.

Again, the landlord must not, with respect to mobile home sites, do these things. She has listed them off in her question. I won't repeat them, but they're clear here, and it is to prevent the type of situations that she has heard about.

I have heard about it and my officials have also heard about this type of behaviour. So, we are attempting, through the law, to establish clear rules. The tenant and the landlord — or in this

case the mobile-homeowner and the mobile home park owner — now have clear rules to govern their behaviour.

Will it prevent this? It depends, I suppose, on the mobile home park owner, but we hope that people will do the right thing and not impede the — interfere with the sale of mobile homes unreasonably.

So, that's what we're hoping to do by establishing these clear rules in this new piece of legislation — a little bit more balance.

Ms. White: I just want to take a minute to thank the officials for both clause 87 and clause 88, because I know it's going to make a big change to folks within mobile home parks.

Clause 88 agreed to

On Clause 89

Clause 89 agreed to

On Clause 90

Clause 90 agreed to

On Clause 91

Ms. White: So, clause 91 is "Rent increase for mobile home site may be treated as notice to end the site tenancy". I'm just looking for clarity. So, if a tenant is on a yearly tenancy agreement and they are given a 30-day notice for a rent increase, do they have 12 months to vacate the mobile home park?

Hon. Mr. Mostyn: Yes, that is correct — 12 months, and it must not happen in December, January, or February. So, there is that piece as well. But yes, the member opposite is correct.

Clause 91 agreed to

On Clause 92

Ms. White: Clause 92 is "Landlord's notice for a mobile home site for change in use". I think that it is important to note that, in my time in this Assembly, there used to be a mobile home park up at the Casa Loma. Eviction notices were given; only three trailers were able to be relocated; the other eight were demolished, which was very sad, because it was housing. So, I think this one is important, and again, I thank the drafters.

Clause 92 is, of course, "Landlord's notice for a mobile home site for change in use", and I want to draw our attention to subclause (7), particularly the bottom. Subclause (7) says: "In addition to the notice required under subsection (1), a landlord who intends to convert all or a significant part of a mobile home park to a non-residential use or a residential use other than a mobile home park must, on or before the effective date of the end of the tenancy, provide the site tenant with a payment equivalent to 24 times the monthly amount of rent that is payable by the tenant."

I just want to draw attention to that, because I think that it is very important. For the eight folks who lost their homes in the Casa Loma, it could have helped. For the three folks who moved their trailers from the Casa Loma, that could have covered just about the cost of relocation. I really want to focus on this and just show my gratitude for that additional change.

Hon. Mr. Mostyn: I thank the member opposite for her thoughts this afternoon; they echo mine. I know how important this is. This is one of the biggest and most important changes in this legislation. Thanks to the member opposite for that recognition.

Clause 92 agreed to

On Clause 93

Ms. White: Madam Chair, pursuant to Standing Order 14.3, I request the unanimous consent of Committee of the Whole to deem clauses 93 through 98 of Bill No. 46, entitled *Residential Tenancies Act*, read and agreed to.

Unanimous consent re deeming clauses 93 through 98 of Bill No. 46 read and agreed to

Chair: The Member for Takhini-Kopper King has, pursuant to Standing Order 14.3, requested the unanimous consent of Committee of the Whole to deem clauses 93 through 98 of Bill No. 46, entitled *Residential Tenancies Act*, read and agreed to.

Is there unanimous consent?

All Hon. Members: Agreed.

Chair: Unanimous consent has been granted.

Clauses 93 through 98 deemed read and agreed to

On Clause 99

Ms. White: Madam Chair, despite my best efforts, we leap-frogged a substantial way through the 160 clauses, but seeing the time, I move that you report progress.

Chair: It has been moved by the Member for Takhini-Kopper King that the Chair report progress.

Motion agreed to

Hon. Mr. Streicker: Madam Chair, I move that the Speaker do now resume the Chair.

Chair: It has been moved by the Member for Mount Lorne-Southern Lakes that the Speaker do now resume the Chair.

Motion agreed to

Speaker resumes the Chair

Speaker: I will now call the House to order.

May the House have a report from the Chair of Committee of the Whole?

Chair's report

Ms. Blake: Mr. Speaker, Committee of the Whole has considered Bill No. 46, entitled *Residential Tenancies Act*, and directed me to report progress.

Speaker: You have heard the report from the Chair of Committee of the Whole.

Are you agreed?

Some Hon. Members: Agreed.

Speaker: I declare the report carried.

Hon. Mr. Streicker: Mr. Speaker, I move that the House do now adjourn.

Speaker: It has been moved by the Government House Leader that the House do now adjourn.

Motion agreed to

Speaker: This House now stands adjourned until 1:00 p.m. tomorrow

The House adjourned at 5:25 p.m.

The following documents were filed March 25, 2025:

35-1-308

Bail Reform and Public Safety, letter re (dated March 18, 2025) from the premiers of Canadian provinces and territories to Rt. Hon. Mark Carney, Prime Minister (Pillai)

35-1-309

Healthy Families Healthy Babies program in Dawson City, correspondence re (dated March 22, 2025) from Brendan Hanley, Member of Parliament, to David Henderson, Chief Administrative Officer, Dawson City, Hon. Tracy-Anne McPhee, Minister of Health and Social Services, Currie Dixon, Leader of the Official Opposition, and Mark Holland, Member of Parliament (Dixon)