

# **Landlord and Tenant Act**

**Internal Review**

**March 2008**

Consumer Services  
Consumer & Protective Services  
Department of Community Services

## Landlord and Tenant Act Internal Review

### Executive Summary

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There has been increasing concern raised by non-government organizations (NGOs) in Whitehorse. They have called for the Yukon Government to conduct a review of the *Landlord and Tenant Act* (the Act). Identified concerns have been with Part 4 of the Act pertaining to residential tenancies and the health and safety concerns of tenants in rental sub-standard accommodation.

Specific provisions that have been identified (by the NGOs) as problematic are those dealing with:

1. Condition of rental housing
2. Processes for dispute resolution
3. Termination notice periods

This internal review of the *Landlord and Tenant Act* has been focused on Part 4, (Residential Tenancies section), and the current processes within Consumer and Protective Services. If it is determined that the review should be broader in scope, it will be more involved and require action and commitment on the part of departments such as Health and Social Services.

Analysis of the effectiveness of the legislation must also include consideration of other statutes that directly affect the implementation of the *Landlord and Tenant Act*. The responsibility of responding to the concerns of tenants and landlords is covered under a number of pieces of legislation administered by all levels of government. The Department of Community Services administers the *Landlord and Tenant Act*, the Department of Health and Social Services administers the *Public Health and Safety Act* and the City of Whitehorse, under the *Municipal Act*, has some jurisdiction over building codes. Other pieces of legislation also provide parameters for the conduct of landlords and tenants in a residential tenancy relationship (e.g. *Human Rights Act*).

The law on Residential Tenancies under Part 4 of the *Landlord and Tenant Act* has been developed to serve and balance fairly the respective interests of both landlords and tenants. A central feature of the rental relationship is that neither party has a long-term commitment to the other, but each has the benefit of recurring short-terms of occupancy that either party can terminate without cause.

### Jurisdictional Comparison of Residential Tenancies Legislation

The Yukon *Landlord and Tenant Act* is similar to statutes that are currently in place across Canada; however it also differs in many respects.

Other Canadian jurisdictions typically regulate rental housing standards via provincial/territorial public health legislation or municipal by-laws. Maintenance and safety standards are not generally regulated under landlord and tenant legislation.

In Yukon, when a landlord and tenant disagree about a tenancy issue, before making a decision to apply to court for remedies, they are able to obtain information or assistance from a rentals officer in Consumer Services to attempt to settle the dispute. Although Yukon's Act allows for binding arbitration, this is infrequent as both parties must submit a written request. Parties also have access to services through Yukon Public Legal Education Association's "Law Line" or, for those who qualify, the Neighbourhood Law Centre.

In other Canadian jurisdictions, the tenancy dispute office is often an independent arm of government. In Yukon, landlords and tenants have direct access to Landlord and Tenant Court at no cost. Accessibility to court is an important protection for both landlords and tenants and matters are heard in a timely and cost effective manner.

The concept that tenants should have some security against arbitrary eviction has been suggested. A comparison of Canadian jurisdictions shows a range of statutory notice periods required for termination of tenancy. In many cases, the length of notice corresponds with the reason for termination. In other jurisdictions, there is normally a 2-3 month notice requirement for a landlord to end a tenancy agreement without cause (i.e., no given reason). In several jurisdictions, termination without cause is not allowed. In Yukon, one month's notice is required for a landlord to terminate a monthly tenancy, and he or she can do so without cause.

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## Landlord and Tenant Act Internal Review

### Introduction

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This internal review has been prepared at the direction of the Yukon Government, Community Services Department. This internal review of the Landlord and Tenant Act has been focused on Part 4 (Residential Tenancies section) and the three areas that have been identified by local NGOs as problematic. The role and mandate of the Consumer Services office that administers this legislation, as well as other statutes and bylaws that apply directly to the landlord and tenant relationship are also considered.

As the vast majority of landlord and tenant inquiries and complaints that come through Community Services are from within Whitehorse, this review focuses on the situation within the city.

Attached as Appendix A, B and C to this paper are jurisdictional comparisons regarding the specific concerns that have been identified as problematic by various NGOs (noted above).

### Background

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A number of NGOs are becoming increasingly concerned about the standard of rental housing, particularly for low-income individuals and families. They have indicated to the Minister that tenants are hesitant to complain to their landlord about concerns regarding their premises for fear of risk to their tenancy. One concern expressed has been about the length of notice periods for tenants to vacate the residence. Another issue has been the options available to landlords and tenants to resolve conflicts involving the responsibilities of the respective parties.

The following motion was tabled by the Opposition in the legislature in April, 2007:

THAT this House urges the Yukon Government to conduct public consultations on the outdated *Landlord and Tenant Act* and bring forward amendments to the Act and its regulations that outline minimum housing and health standards, as well as mechanisms to solve landlord and tenant disputes, and to do so in an expeditious manner. (Motion #87)

In May, 2007, Minister Hart publicly announced that an internal review of the Landlord and Tenant Act was underway.

### Landlord and Tenant Act

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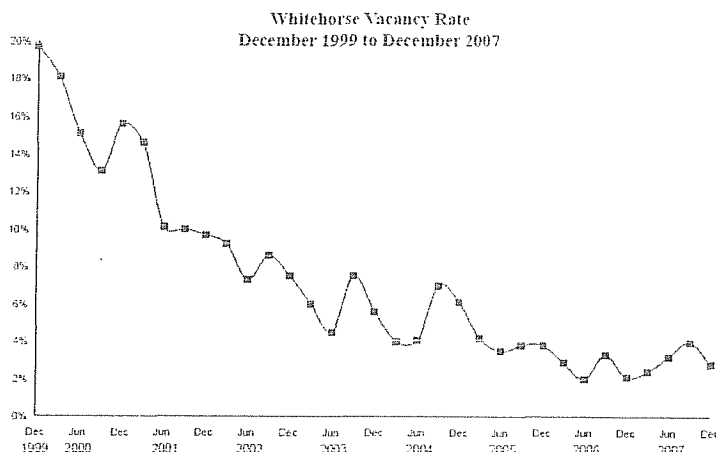
The Landlord and Tenant Ordinance was amended in 1972 to deal with Residential Tenancies under Part 4 of the Act. The statute was last amended in 1994 to include interest on security deposits and tenancies in mobile home parks.

The *Landlord and Tenant Act* is the principle statute governing the renting of premises in Yukon. There are other statutes, bylaws, and regulations that also apply directly to the landlord tenant relationship such as the *Public Health and Safety Act*.

In Yukon, tenancies for residential purposes are "Residential Tenancies" under Part 4 of the *Landlord and Tenant Act*. Leases are governed by the common law and Parts 1 to 3 of the Act.

## Vacancy Rate and Rental Pricing

In Whitehorse, the past few years have seen a decrease in the availability of rental housing. From 2002 through 2004, the vacancy rate for apartments<sup>1</sup> fluctuated between 4.0% and 9.0%. The vacancy rate has been 4.0% or below since June 2005 and the latest figure, December '07, the vacancy rate is 2.8%. (YG Bureau of Statistics – Yukon Rent Survey, December 2007)



Economists believe that a vacancy rate of 3% is optimum as it allows tenants some choice and forces landlords to compete while allowing enough occupancy that landlords can expect to earn a profit.

*Community Plan on Housing and Homelessness in Kingston, 2006*

The average house price increased \$148,100, or 99.2% from the third quarter of 2001 to the third quarter of 2007 (YG Bureau of Statistics – Yukon Real Estate Survey, Third Quarter, 2007). Higher home sale prices may be discouraging some renters from buying homes, which can add to pressure on the rental market.

Between December 1997 and December 2007 the median rent<sup>2</sup> from all units surveyed increased by only \$35 in Whitehorse (YG Bureau of Statistics – Yukon

<sup>1</sup> The survey covers all buildings with four or more units. Buildings with less than four units (such as houses, suites and duplexes) are excluded from the survey. (YG Bureau of Statistics – Yukon Rent Survey, December 2007)

<sup>2</sup> "Median rent refers to the rental value at which one-half of the rents are higher and one-half of the rents are lower. (Yukon Rent Survey, December 1997 to December 2007)

Rent Survey, December 2007). Generally speaking, one can expect to see an increase in rental prices when vacancy decreases and housing becomes more difficult to find.

The *Landlord and Tenant Act* does not regulate rental prices; however it does provide that a landlord cannot raise the rent within the first 12 months of the tenancy. After which if the rent is raised, the landlord must provide the tenant with three months written notice in advance of the increase.

## **Rentals Officers**

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When conflicts arise, landlords and tenants can turn to a rentals officer in Community Services. The office receives and mediates complaints and if both parties consent enters into binding arbitration.

Officers respond daily to requests for information and assistance regarding residential landlord and tenant matters. A substantial part of the rentals officer's job is providing landlords and tenants with a plain English explanation of the law.

Interested parties contact rentals officers by telephone, email and in person. The majority of the contacts made are with landlords and tenants; however, other interested parties do make requests for information. Officers at Consumer Services respond to an average of 800 landlord and tenant information inquiries per year.

If a complaint of questionable conduct under the *Act* is received, an officer may investigate and take steps to remedy the situation, but an officer will not usually contact other parties without the permission of the complainant. Often a situation is rectified simply by advising a party that the action they have taken is not permitted by the law.

When a more serious dispute arises an officer may attempt to reconcile the differences by mediation. If common ground between the parties can be found it may be possible to bring them to an understanding and a compromise acceptable to both. Although a rentals officer has the authority under the *Act* to settle disputes through binding arbitration, this is uncommon.

Rentals officers take every opportunity to educate landlords, tenants and the general public concerning tenancy matters. Practices that protect tenants and landlords are encouraged, for example, ensuring that a written and signed tenancy agreement is in place and that premises condition checklists are kept. More and more frequently rentals officers are being asked to provide information sessions to various community groups.

Community Services has developed new information materials which are available online or directly from Consumer and Protective Services. The materials include common questions and answers, tip sheets on security deposits and termination notices, as well as sample tenancy agreements and premises conditions checklists.

Officers will also refer clients to other agencies that may be able to assist in certain circumstances, including the Yukon Human Rights Commission, the RCMP, the City of Whitehorse, Environmental Health Services and the Neighbourhood Law Centre.

## **Rental Housing Conditions**

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Current concerns relate to the poor repair and maintenance of some rental housing.

In Yukon, the *Landlord and Tenant Act* states that a landlord must provide and maintain the residential premises and property rented in a "good, safe, healthy and tenantable state of repair", and to "... comply with health, safety, maintenance, and occupancy standards established by law."

These standards are neither identified, nor regulated under the *Landlord and Tenant Act*. Other statutes and bylaws exist that apply directly to a landlord and tenant relationship.

***Public Health and Safety Act*** - regulates insanitary conditions in dwellings and provides a health officer with the ability to make orders to ensure the breach is remedied. Act is administered by Health & Social Services (Environmental Health Services).

There is a provision in this Act allowing for the development of regulations respecting the prevention and removal of unsafe conditions on public or private property.

### **Insanitary Conditions**

Section 12.1 of the Act outlines the powers of rectification by a health officer, such that he/she can require the person to remedy the breach within a certain time period. If satisfied that the breach constitutes a serious and immediate threat to public health, the health officer may serve an order to immediately stop the activity or business in which the breach is occurring until the breach is remedied.

There are provisions in the Public Health Regulations that deal with insanitary conditions in dwellings. A health officer can direct mitigation measures for correction or declare a building or part of it "unfit for human habitation".

### **Unsafe Conditions**

The *Public Health and Safety Act* allows the Commissioner in Executive Council to make regulations respecting the prevention and removal of unsafe conditions on public or private property. However, no regulation or provision in a regulation has been made under this section of the Act.

***The Municipal Act*** - provides the authority to develop bylaws with respect to the safety, health, and welfare of people and the protection of persons and property.

On September 24, 2007, the City of Whitehorse passed the Controlled Substance Properties Bylaw. This bylaw sets out requirements for remediation of buildings that have been used for grow operations or methamphetamine labs.

***City of Whitehorse Emergency Services Bylaw*** – provides authority to the Fire Department to conduct annual inspections of apartment buildings, or inspections of

public spaces in other accommodations such as condominiums, and to make an order as deemed appropriate.

***Building Standards Act*** - regulates building standards in Yukon. Within the city, the City of Whitehorse (Building Inspections Branch) controls and has authority to regulate building/plumbing standards.

***Electrical Protection Act*** - provides for public protection for electric equipment and wiring and has the authority to make orders as deemed appropriate. Act is administered by Community Services (Building Safety Branch).

***Yukon Human Rights Act*** - The Yukon Human Rights Commission promotes the principle that every individual is free and equal in dignity and rights. They indicate on their website that the *Yukon Human Rights Act* applies to tenancy situations.

## **Landlord and Tenant Dispute Resolution**

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Part 4 of the *Landlord and Tenant Act* establishes standard obligations of both tenants and landlords for residential tenancies. This includes notice periods, security deposits, privacy and remedies for both parties if obligations are not fulfilled.

The *Act* also includes a protection for the basic obligation of the landlord and tenant to comply with health and safety standards that are established by law. These standards are neither identified, nor regulated under the *Landlord and Tenant Act*.

When landlords or tenants are failing to live up to their statutory obligations, the *Act* provides for various methods of dispute resolution including mediation, arbitration and provision for the Courts to hear cases at no cost to either party.

### ***Mediation***

Mediation can be requested by either the tenant or the landlord and participation is voluntary. The purpose of mediation is to help the parties understand their respective positions and to come to a resolution.

Once a landlord and tenant have commenced proceedings in a court or the case has been resolved in court, a rentals officer can no longer mediate the dispute.

### ***Arbitration***

A rentals officer may arbitrate a dispute upon written request from both the landlord and tenant. If the landlord and tenant agree to binding arbitration, they may not withdraw the dispute from arbitration and the decision is final and binding on both of them (not subject to appeal). A decision may be filed with the court and then it becomes an order of the court and can be enforced as a judgment of the court.

### ***Landlord and Tenant Court (Territorial)***

The *Act* provides that a landlord or tenant can make application to a judge for any matter under the *Act* including seeking an order to have health, safety and maintenance standards established by law enforced. A judge may authorize repairs and order costs to be paid by the person responsible for the repair, may order compensation to be paid by either party, may allow tenancy to continue or may terminate the tenancy on any terms and conditions as the judge sees fit.



It is clear that landlords and tenants are accessing the courts when necessary. In the 2005 calendar year, there were 17 applications under the *Landlord and Tenant Act*. This number jumped to 29 in 2006, and rose again to 31 in 2007.

There are standing dates for civil matters that would include small claims and landlord and tenant matters; however the court schedule is somewhat flexible. If it is urgent, the matter may be heard within a week. Sample court filing documents are available to the public from the court clerk.

There is no cost for a landlord or tenant to file in Landlord and Tenant Court.

***Small Claims Court (Territorial)***

In some cases, persons choose to open a file in Small Claims Court to sue for unpaid rent or property damages. Small Claims Court hears civil cases in which the amount of money or the value of personal property being claimed is \$25,000 or less. Fees for filing a claim vary with the amount of the claim (\$50 for claims up to \$3,000 or \$100 for claims up to \$25,000).

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**Notice of Termination**

Under a residential tenancy, the relationship between landlord and tenant is contractual and the tenant has no legal interest in the land. Yukon's legislation recognizes that the landlord can terminate the tenancy and get possession without cause. The law on residential tenancies is developed to balance fairly the interest of both landlord and tenant where a central feature of the rental relationship is that neither party has a long-term commitment to the other, and either party can terminate without cause.

The *Act* sets out the procedures to be followed in terminating residential tenancies. A landlord or tenant may give notice to terminate orally or in writing but a notice by the landlord to a tenant is not enforceable by law unless in writing.

The most common residential tenancy is the monthly tenancy, which is a tenancy that continues from month to month until terminated by one of the parties. A notice to terminate a monthly tenancy must be given to the landlord or tenant on or before the last day of the month to be effective on the last day of the next month. Residential tenancies can also be weekly or yearly.

The termination notice can be shorter where the tenant commits a substantial breach of the agreement. The landlord can terminate for cause by giving 14 days written notice which states the effective date of termination and details of breach or the landlord may apply to a judge for an order to terminate. A landlord or tenant may at any time after notice is given, apply to a judge for a declaratory order respecting the validity of the termination and a judge may confirm termination or invalidate the termination of tenancy.

A landlord cannot terminate a tenancy of a mobile home site in the months of December, January or February i.e. requiring a tenant to relocate their mobile home. Moves in the cold of winter could do damage to the water and sewer systems and the mobile home.

***Protection against retaliation***

One NGO has requested that the *Landlord and Tenant Act* be amended to give substantial protection to the tenant who complains about the condition of the premises. Section 97 of the *Act* speaks specifically to situations of potential retaliation by landlords. This section allows a judge to refuse to grant an order allowing repossession of the residence by a retaliatory landlord.

**Conclusion**

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A good balance of rights and responsibilities in the landlord/tenant relationship can be beneficial to both sides. A tenant needs some protection against the practices of unscrupulous landlords, but must also assume some obligations while occupying the landlord's property. A landlord needs to have his property properly looked after while it is occupied by a tenant and needs to receive adequate notice in the event that a tenant is leaving the property. At the same time, a landlord should treat tenants fairly and ensure the property meets health and safety standards.

There is, however, the ongoing possibility of tension and conflict arising from an imbalance in power. The law has tried to respond to the tension between competing needs in a way that balances the rights of each side.

*Reference Guide to Landlord and Tenant Law in Alberta*

The current rental situation in Whitehorse shows a decline in the availability of rental property in recent years, and a corresponding increase in the number of calls to the Community Services' Rentals Office. Although the *Landlord and Tenant Act* does not regulate rental pricing, there does not appear to be an increase in rents to the extent one might expect with the reduction of availability.

Letters to Minister Hart from various NGOs have focused on what are felt to be deficiencies in the *Landlord and Tenant Act*, including such matters as health, safety and maintenance standards for rental housing, an inadequate dispute resolution process, and insufficient notice periods for termination by landlords. However, there has also been increasing pressure for a full scale review of the *Act* that would include substantial public consultation.

A review of other Canadian jurisdictions (appendix "A") shows that Yukon, like most every other province and territory, does not regulate rental housing standards under its residential tenancies legislation. In each jurisdiction, these matters are dealt with as part of the standards set out for the general housing population. In Yukon, the issue of a landlord's failure to abide by requirements under the *Landlord and Tenant Act* for maintenance and repair cannot be resolved solely within the vacuum of this one piece of legislation; responsibility for these matters fall within the purview of other statutes and bylaws.

Yukon's process for landlord and tenant dispute resolution is unique within Canada (appendix "B"). Only in Yukon are landlords and tenants afforded direct access to the courts, in a timely manner and at no cost, to resolve their differences. Sample court filing documents are available to landlords and tenants from Court Services as well as on the Yukon Public Legal Education Association (YPLEA) website.

Many jurisdictions have an arms length residential tenancy office that provides landlords and tenants with information and a dispute resolution process (quasi-judicial) for resolution of disputes (an application fee of between \$20 and \$75 is required to initiate dispute resolution services).

Numerous Canadian jurisdictions require 2-3 months notice by a landlord to terminate a tenancy (appendix "C"). In additions, several of these jurisdictions will only allow termination by the landlord with cause. This is in contrast to Yukon, where a landlord can terminate a tenancy with one month's notice, and without cause.

These longer notice requirements appear to be balanced by a shorter notice period where there has been substantial damage to the residence, or where the safety of the landlord or other tenants is at risk. A number of jurisdictions also require fewer days notice for non-payment of rent (as few as five days compared with Yukon's 14). This approach acknowledges the fine balance to be maintained between the interests of both landlords and tenants in residential tenancy legislation.

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# Inter-Jurisdictional Comparison

## APPENDIX "A"

### Rental Housing Conditions

	Basic Obligation of the Landlord within Tenancy Legislation	Standards Defined in Tenancy Legislation	Investigations
BC	The landlord is responsible for ensuring that rental units and property, or manufactured home sites and parks, meet "health, safety and housing standards" established by law, and are reasonably suitable for occupation given the nature and location of the property.	No	Yes - Public Health Inspectors, Municipalities - bylaws and inspectors
AB	An owner must maintain the premises according to the provincial <u>Minimum Housing and Health Standards</u> . The standards are contained in a regulation made under the <i>Public Health Act</i> .	No	Yes - Public Health Inspectors and Executive Officers of Regional Health Authorities.
SK	Maintain and keep in a good state of repair, and fit for habitation, use and enjoyment of the residential premises... the landlord shall comply with legal requirements regarding all health, safety, or otherwise relating to the residential premises.	No	Yes - Public Health Officers, Municipalities - bylaws and inspectors
MB	During a tenancy, a landlord must provide and maintain the rental unit and the residential complex, whether or not included in a written tenancy agreement, in a good state of repair, fit for habitation and in a state that complies with health, building and maintenance and occupancy standards required by law.	No	The Branch also enforces final orders issued by other agencies under other Acts, regulations or bylaws. For example: <i>The Public Health Act</i> , the <i>Maintenance and Occupancy Bylaw</i> . A final order is one where there is no appeal, the appeal period has ended or there is no further opportunity to appeal.
ON	A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards.	Yes - for those areas without municipal bylaws to regulate	Many communities in Ontario have bylaws that set minimum standards for the upkeep and maintenance of a rental property. A landlord must maintain a rental property to the minimum standards set in the bylaws. Local municipal governments are responsible for enforcing these bylaws.  Some communities do not have municipal bylaws. In those areas, the landlord must

## Inter-jurisdictional Comparison

### APPENDIX "B"

#### Tenancy Dispute Resolution

<b>BC</b>	<p>If negotiation with the other party has been unsuccessful, either the landlord or tenant may request that a Residential Tenancy Branch Information Officer contact the other party to provide information about the rights, responsibilities and options under residential tenancy law.</p> <p>If the landlord and tenant still can't reach agreement, either person can apply for a dispute resolution hearing. A dispute resolution officer can hear a claim for money if the amount is less than \$25,000. If it is a higher amount, a landlord or tenant must apply to the Supreme Court of British Columbia.</p>
<b>AB</b>	<p>The Tenancy Dispute Office is part of the Government Services Department.</p> <p><i>New Pilot Project:</i> Tenants or landlords can now file a written application for dispute resolution service at a Residential Tenancy Dispute Office, rather than go to court.</p> <p>Hearing is scheduled, a decision issued by the Tenancy Dispute Officer that is binding on both parties. Filing fee is \$75.</p> <p>The order must be filed in the Court of Queen's Bench before it takes effect.</p>
<b>SK</b>	<p>The Office of the Rentalsman (Department of Justice) provides advice to residential landlords and tenants about their rights and obligations. It provides a hearing process to resolve disputes.</p> <p>The Rentalsman may direct an investigation into the matter, hold a hearing and issue a written notice of the hearing to all people concerned. The decision can be appealed to the Queen's Bench.</p>
<b>MB</b>	<p>\$20 application fee.</p> <p>Residential Tenancies Branch tries to mediate all disagreements between tenants and landlords, except for complaints about rent increases. If necessary, the branch can make a decision and issue an order. The branch makes decisions on claims for compensation and applications for orders of possession.</p>
<b>ON</b>	<p>The fee for filing a claim for compensation is \$20.00. The fee for filing an application for an order of possession is \$60.00.</p> <p>The Ontario Rental Housing Tribunal is an independent, quasi-judicial agency.</p> <p>The Tribunal also provides landlord and tenants with information about the rights and obligations each has under the Tenant Protection Act.</p> <p>Tenants and landlords can file a written application to the Tribunal to resolve certain types of disputes, either through mediation or adjudication. Most types of applications require payment of an application fee.</p> <p>In mediation, a tribunal mediator will help a landlord and tenant to resolve a dispute and reach an agreement they are both satisfied with.</p> <p>In adjudication, a hearing is usually held. A Tribunal member makes a decision based on the evidence examined, and issues an "order".</p>

# Inter-jurisdictional Comparison

## APPENDIX "C"

### Termination Notices Periods<sup>1</sup>

<b>BC</b>	10 Days - non payment of rent	1 month – landlord, with cause 1 month – tenant, without cause	2 months – landlord's use
<b>AB</b>	14 Days – by landlord when there is substantial breach of tenancy agreement including non-payment of rent  24 hours - in extreme circumstances (e.g. major damage or assault of landlord)	3 months – landlord's use  1 month – tenant, without cause	1 year – landlord converting rental unit to condo or to undertake major renovations (rent cannot be increased during that year).
<b>SK</b>	Landlord may apply for order of immediate possession if rent more than 15 days behind or in other extreme circumstances	1 full calendar month – landlord's use or other cause  1 month – tenant, without cause (may give more immediate notice if serious breach of the agreement)	N/A
<b>ME</b>	immediate – landlord, after 4 days non-payment of rent  5 days – landlord, for e.g. NSF cheque for security deposit or extraordinary damage	1 month - breach such as damage to unit, etc.  1 month – tenant, without cause	3 months – landlord's use
<b>ON</b>	10 days – landlord if tenant is impairing safety	10 – 20 days – landlord for e.g. damages, quiet enjoyment, non-payment of rent	2 months to 120 days – landlord's use 60 days – tenant, without cause
<b>NB</b>	Only Rentalsman may order an end to the tenancy for reasons of conduct. If the tenant will not leave, eviction may be ordered by Rentalsman	1 month – either landlord or tenant, without cause	Long-term tenancy (five years or more): 3 months – landlord's use 1 month – tenant, without cause
<b>NS</b>	15 days – landlord, after 30 days non payment of rent;  5 days – landlord, where tenant poses safety risk to others	1 month – tenant	3 months – landlord, without cause landlord must apply to the Director to terminate tenancy of 5 years or more

<sup>1</sup> Month-to-month tenancy agreements

## Inter-Jurisdictional Comparison

Termination Notices Periods				
PEI	20 days – non payment of rent	1 month (or less, on application to Director) – landlord, for cause 1 month – tenant	2 months – landlord's use	
NLD & LAB	Immediate – either landlord or tenant where premises uninhabitable 5 days – either landlord or tenant for interference with peaceful enjoyment, or by landlord for tenant's damage to premises 10 days – landlord, after 15 days non-payment of rent	1 month – tenant 1 month – either landlord or tenant for material breach of tenancy agreement	3 months – landlord, without cause	
NWT & NU	10 days – landlord, for cause (but requires Order of Termination from rentals officer)	30 days – tenant, if a tenant for fewer than 12 months 60 days – tenant, if a tenant for 12 months or more	90 days – landlord's use	
YT	14 days – landlord, for substantial breach of tenant's obligations	30 days – landlord or tenant, without cause	N/A	





## Inter-Jurisdictional Comparison

### Tenancy Dispute Resolution

<b>NB</b>	Department of Justice and Consumer Affairs. Rentalsman: Provides for resolution of certain landlord tenant disputes and the administration of security deposits.
<b>NS</b>	<p>Landlords or tenants seek help from the Residential Tenancies Program by making application to the Director, serving the party you have filed against.</p> <p>An officer will attempt to mediate a solution to the dispute, if successful both parties will sign an agreement that is legally binding.</p> <p>If a mediated settlement cannot be reached, an officer will hold a hearing and final decision will be made. The order from this decision is enforceable by the courts. The fee for filing a complaint is \$25.</p> <p>The decision can be appealed to the Small Claims Court.</p>
<b>PEI</b>	<p>A hearing is conducted by an Officer or the Director of Residential Rental Property. The landlord and tenant are given an opportunity to present evidence to a Hearing Officer and that Officer renders a written decision based on the facts presented.</p> <p>Any party who appeared or was represented at the hearing before the Hearing Officer may appeal the decision to the Island Regulatory and Appeals Commission within twenty days of receipt of the decision.</p>
<b>NLD &amp; LAB</b>	<p>Department of Government Services, Residential Tenancies Section of the Trade Practices Division.</p> <p>Landlord or tenant can make application for a hearing by an adjudicator. Any order is issued is enforceable through the sheriff's office.</p> <p>Fee: \$25 for application</p> <p>Appeals to Supreme Court</p>
<b>NWT &amp; NU</b>	<p>The Rentals Office is an independent office. The Minister of Justice appoints the Rentals Officer.</p> <p>Landlords or tenants can file a written application. The adjudicator will conduct a hearing and issue a decision. Appeal to the courts.</p> <p>No fee for the application. Average wait is one month for hearing.</p>
<b>YT</b>	<p>Consumer Services is a branch of Community Services. The Rentalsman is appointed by the Minister.</p> <p>The office provides information, advice and mediates complaints.</p> <p>A landlord and tenant can file written application for arbitration. The decision is final and binding on both parties, may be filed in court and cannot be appealed.</p> <p>There is no cost.</p>



## Inter-Jurisdictional Comparison

	Basic Obligation of the Landlord within Tenancy Legislation	Standards Defined in Tenancy Legislation	Investigations
ON (con't)			follow the provincial Maintenance Standards set out in the regulations under the <i>Residential Tenancies Act</i> . The Investigation & Enforcement Unit of the Ontario Ministry of Municipal Affairs and Housing enforces the provincial maintenance standards.
NB	Maintain the premises in a good state of repair fit for habitation and comply with all health, safety, housing, and building standards	No (standards are set by health, fire and building codes)	Yes - Building inspectors, public health inspectors, plumbing and electrical inspectors. Municipalities can issue tickets.
NS	The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.	No (municipalities to define)	Yes - Municipal Officials
PEI	The landlord must keep the premises in a good state of repair and fit for habitation during the tenancy and must comply with any enactment respecting standards of health, safety or housing notwithstanding any state of non-repair that may have existed at the time the agreement was entered into.	No	Yes - Rental Accommodations Program. The goal of this program is to ensure that minimal health standards of rental accommodations are met. Legislation used for this program includes the <i>Public Health Act</i> and its Rental Accommodation Regulations. All activities under this program are complaint generated.
NLD & LAB	The landlord shall maintain the premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.	No (standards are set by health, fire and building codes)	Yes - Health, fire, electrical and health codes
NWT & NU	A good state of repair and fit for habitation... compliance with health, safety, maintenance and occupancy standards required by law.	No National Building Code, Fire Code, Electrical Code, <i>Public Health Act</i>	Yes -- Environmental Health Officer, local fire department has the authority to issue repair orders.
YT	To maintain the premises in a good, tenable state of repair, and to comply with health, safety, maintenance, and occupancy standards established by law.	No (standards are set by health, fire and building codes)	Yes -- Environmental Health Services, Building Safety (Electrical), City Building Inspectors & Fire Department. Branches/departments have limited authority to issue repair orders.

