

September 13, 2010

Dear Committee Members,

We have one rental home and have concerns about changes to the Act taking away the ability of landlords to govern and protect their property. If changes are to be made, they must ensure that not all landlords are painted with the same brush. They must maintain a landlord's right to choose suitable tenants and not give tenants rights that usurp the ability of the landlord to end a tenancy agreement without reason, but as per the terms of the contract. We concur with comments from residential landlords' committee representative Susan Rogan that if the terms of the rental agreement are being adhered to in terms of appropriate notice, etc., then specific reasons should not have to be given. Reasons for termination of a tenancy should certainly not be identified by legislation.

I agree that rental price increases should have some controls on them as in BC, but as is the case with many landlords, they are not always anxious to raise rent prices when you have good, responsible tenants. I do not believe the majority of landlords are out to gouge their tenants and I think if limits that are too restrictive will only cause initial rent prices to increase to make up for it.

I believe that the security deposit provisions should not be changed in that they should remain at one month's rent and that with a condition inspection report in place, the funds should be able to be used toward damage. One change that has not been considered in Yukon is to allow for an oil deposit that represents a full tank of oil upon possession which would be returned to a tenant upon their leaving the property with a full tank of oil. This could also be made a specific use of the security deposit. Currently, some landlords request this outside of the tenancy agreements to be paid over the first few months of tenancy. With the cost of oil, an empty tank can leave a landlord out over a \$1,000 if a tenant should not pay it.

We do not agree with any proposal to restrict the ability to evict a tenant because they choose not to pay their rent during winter months as many people carry a mortgage on their properties and are not in a position to carry it for three or more months without the ability to effect a resolution to the situation. Landlords should not be forced into civil court for collection of these monies as a result.

We were not able to attend the meeting, but would be interested in finding out specifically which changes are being sought and the timeframe for these changes to be implemented. As a result of these discussions, we will definitely be watching very carefully in order to determine whether we wish to continue exposing ourselves to the risk that goes with having tenancy agreements.

We believe that changes should be cautious so as not to scare off current and potential landlords which will only make the situation more dire for those seeking rental accommodations. As it is, on the two occasions I have listed our place for rent, we have had over 60 phone calls in each of the first couple days the ad was run and we have had the good fortune to have long term tenants.

Richard and Sheri Blaker