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Greetings Review Committee;

We can see both sides of this issue as we have had a home maintenance business in the past, repairing damage done by the tenants to the property. But, we have also rented several homes in the last 7 years in Whitehorse & have had two good landlords out of 7. What we mean by "good" is, they did not use the law strictly to their advantage - they treated us with respect. The others (which is the majority) were abusive, stretched the interpretation to try to steal as much as they could of the security deposit, or forced eviction for their own personal gain. Some of the flaws or areas that need to be re-written for clarity are:

- A standardized rental agreement that is developed by YTG that includes a *detailed* pre-inspection (walk-through) with both parties, define security deposit dollar amounts, include clarity on fuel tank agreement.
- The general maintenance & living conditions need to be more clearly defined. eg. screens on windows, appliances working as they are designed to, proper ventilation (no mould etc.)
- There should not be a fuel deposit as this is too much of an initial cash output for most families, & this is a temptation for some landlords to retain. Simply full in & full when tenant moves out within the contract.
- Security deposit (last month's rent) should stay as a security deposit, not a damage deposit, since this is one of the only safeguards for the tenant when dealing with a landlord who abuses the rights of the tenant. (it is still within the landlords rights to take the tenant to court for any damages done to the property).
- "General wear & tear" to be clearly defined in the rental agreement. We've encountered landlords who have threatened that the home should be brought back to "new" state, at the time we were to move out, after many renters have come & gone before we became the tenants. (At the time we moved in, they claimed it was just "general wear & tear" when we pointed out any damages.)
- It should be stated in the Rental Agreement that repairs be completed in a reasonable & defined time period.
- Standardized interest rates to be defined for held Security deposits & when the interest is to be paid.
- Yard maintenance should be wrote in as to what is expected of the tenant and the Landlord.

- Twenty-four hour notice that is currently given during the rental term for a landlord to enter the home, needs to be extended to include "after notice of vacating" is given. Currently when the tenant gives notice, the act gives the landlord free access 24 hours a day. We have experienced harassment by the landlord by entering without notice & invading privacy based on the current law.
- In the event of the sale of the property during the tenancy, the Act needs to define the rights of tenant & the obligations of the landlord regarding the Security deposit, proper notice of eviction to be the same as the contract already held. In our last rental experience the new homeowner retained the security deposit (with threats of suing us to pay for for home repairs (pre-existing damages) we did not make. To date he has not paid it out.

When tenants decide to move to a different rental property and give notice it is extremely difficult and can be very emotional to deal with an abusive landlord and then find out the Landlord is intending to steal the security deposit for personal gain. To come up with first months rent and an additional month as security is more than most families can afford when the last Landlord steals the deposit. The Act needs to protect tenants in this area of abuse.

We have experienced this many times in the short period of time we have lived in Yukon. We believe a standardized rental agreement would go a long way in ending abuse and making the transition from one property to another easier for families. The best way to force Landlords to maintain living & property standards and not abuse tenants is to make the law clear and enforceable. So if tenants experience any of the above abuses they can simply move to another property and the abusers would own empty properties.

Pastors Dale & Rena Mae McDonald