

Annotated *Residential Tenancies Act, 2006*

The Annotated *Residential Tenancies Act, 2006* (Annotated Act) is provided by the Office of Residential Tenancies (ORT) so landlords and tenants can better understand their rights and responsibilities with Saskatchewan's residential rental legislation. The Annotated Act contains *The Residential Tenancies Act, 2006* (Act) with provisions followed by a section in **red** that uses simplified and easier to understand language.

Additionally there are clickable links throughout the Annotated Act in **blue** to decisions from hearings at the ORT published through [CanLII](#) that relate to a specific section of the Act, relevant decisions made on appeals to the Court of Queen's Bench and Saskatchewan Court of Appeal, other helpful links from the [ORT website](#) and other outside agencies and organizations, as well as ORT forms and documents with [Publications Saskatchewan](#).

Disclaimer: *The Residential Tenancies Act, 2006* and *The Residential Tenancies Regulations, 2007* (Regulations) govern the relationship between a landlord and a tenant in Saskatchewan. If any information within the Annotated Act conflicts with a provision in the Act or the Regulations, the provision in the Act or the Regulations will prevail.

If you have any questions about a section of *The Residential Tenancies Act, 2006* or the Annotated Act, please contact the ORT for further information:



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PART I

Short title , Interpretation, Application and General Principles

DIVISION 1

Short title, Interpretation and Application

Short title

1 This Act may be cited as *The Residential Tenancies Act, 2006*.

The name of this Act is *The Residential Tenancies Act, 2006*.

Interpretation

2 In this Act:

- (a) **“approved form”** means a form approved by the director pursuant to section 16;
- (a.1) **“business day”** means a day other than a Saturday, Sunday or holiday;
- (b) **“common area”** means any part of residential property the use of which is shared by tenants, or by a landlord and one or more tenants;
- (c) **“director”** means the Director of Residential Tenancies appointed pursuant to section 14 and includes a deputy director;
- (d) **“fixed term tenancy”** means a tenancy under a tenancy agreement that specifies the date on which the tenancy ends;
- (e) **“hearing officer”** means a person appointed pursuant to section 73 and includes the director;
- (e.1) **“housing program”** means a program offered pursuant to an Act or an Act of the Parliament of Canada that provides rental living accommodation to individuals during their participation in the program;
- (f) **“landlord”** means a person who grants to another person the exclusive right of tenancy to a rental unit and includes any of the following:
 - (i) the owner of the rental unit, the owner’s agent or another person who, on behalf of the owner, grants to another person the exclusive right of tenancy to a rental unit;
 - (ii) the heirs, assigns, personal representatives and successors in title to a person mentioned in subclause (i);
 - (iii) a person, other than a tenant occupying the rental unit, who:
 - (A) is entitled to possession of the rental unit; and
 - (B) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
 - (iv) when the context requires, a former landlord;

(f.1) **“minister”** means the member of the Executive Council to whom for the time being the administration of this Act is assigned;

(g) **“mobile home”** means a structure, whether ordinarily equipped with wheels or not, that:

(i) is designed, constructed or manufactured to be moved from one place to another by being towed or carried; and

(ii) is used or designed to be used as a permanent or temporary residence;

and includes the site on which the structure is located when the structure and site are rented for residential purposes under a single agreement;

(h) **“periodic tenancy”** means a tenancy on a weekly, monthly or other periodic basis under a tenancy agreement that continues until it is ended in accordance with this Act;

(i) **“prescribed”** means prescribed in the regulations;

(j) **“public housing authority”** means a public housing authority incorporated pursuant to section 18 of *The Saskatchewan Housing Corporation Act* and includes any other prescribed person;

(k) **“rent”** means money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a tenant to a landlord in return for the right to possess a rental unit, for the use of common areas and for services or facilities, but does not include any of the following:

(i) a security deposit;

(ii) a prescribed fee;

(l) **“rental unit”** means living accommodation rented or intended to be rented to a tenant;

(m) **“residential property”** means:

(i) a building, or related group of buildings, in which one or more rental units or common areas are located;

(ii) the parcel or parcels of land on which the building, related group of buildings or common areas mentioned in subclause (i) are located;

(iii) the rental unit and common areas;

(iv) any other structure located on the parcel or parcels of land mentioned in subclause (ii); and

(v) land intended to be used, and used, as a site for a mobile home used for residential purposes;

(n) **“security deposit”** means money paid, or value or a right given, by or on behalf of a tenant to a landlord that is to be held as security for any liability or obligation of the tenant respecting the residential property, but does not include any of the following:

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- (i) post-dated cheques or negotiable instruments given for the purpose of paying rent;
 - (ii) a prescribed fee;
- (o) **“service or facility”** includes any of the following that are provided or agreed to be provided by the landlord to the tenant of a rental unit:
- (i) appliances and furnishings;
 - (ii) utilities and related services;
 - (iii) cleaning and maintenance services;
 - (iv) parking spaces and related facilities;
 - (v) television, radio and electronic data facilities;
 - (vi) laundry facilities;
 - (vii) storage facilities;
 - (viii) elevators;
 - (ix) common recreational facilities;
 - (x) intercom systems;
 - (xi) garbage facilities and related services;
 - (xii) heating facilities or services;
 - (xiii) housekeeping services;
 - (xiv) a prescribed service or facility;
- (p) **“standard conditions”** means the prescribed standard conditions of a tenancy agreement;
- (q) **“tenancy”** means a tenant’s right to possession of a rental unit under a tenancy agreement;
- (r) **“tenancy agreement”** means an agreement, whether written or oral, express or implied:
- (i) that is between a landlord and a tenant respecting possession of a rental unit and use of any common areas and services and facilities that are the subject of the agreement; and
 - (ii) pursuant to which the tenant, or another person on the tenant’s behalf, agrees to pay rent to possess the rental unit and to use any common areas and services and facilities that are the subject of the agreement;
- (s) **“tenant”** includes:

- (i) the estate of a deceased tenant; and
- (ii) when the context requires, a former or prospective tenant.

For the Act, the following terms and definitions are used:

- **Approved Form** – any form used by the ORT that is approved by the Director;
- **Business Day** – a day other than a Saturday, Sunday or a holiday;
- **Common Area** – any part of a residential property or building that is shared by all tenants and/or the landlord;
- **Director** – the Director and any deputy director of the ORT who is appointed by the Minister;
- **Fixed Term Tenancy** – a tenancy agreement that has a specific end date;
- **Hearing Officer** – an appointed person including the Director, who can conduct hearings with the ORT;
- **Housing Program** – a program that operates under a provincial or federal law that provides accommodation to any person eligible for participation in the program;
- **Landlord** – a person or corporation that enters into a tenancy agreement and grants occupancy of a property to a tenant. A landlord includes the owner of a rental unit, of their authorized agent, any heir, personal representative or successor of the owner, any person other than a tenant who is entitled to and occupies a rental unit while exercising some or all of the rights of the landlord, and when relevant any former landlord;
- **Minister** – The Minister of Justice and Attorney General for Saskatchewan, or other member of the Executive Council responsible for the ORT;
- **Mobile Home** – a structure designed, constructed and manufactured to be moved from one place to another that is used or designed to be used as a residence. Can include the site on which the mobile home is placed, if both the site and the mobile home are rented under a single agreement;
- **Periodic Tenancy** – A tenancy agreement that does not have a specific end date and carries forward on a weekly, monthly, or other periodic basis;
- **Prescribed** – as outlined in the Regulations;
- **Public Housing Authority** – a housing authority incorporated with Saskatchewan Housing Corporation;
- **Rent** – money that is paid by a tenant to a landlord for the right to rent and possess a rental unit and the common areas and services or facilities that are included in the tenancy agreement. Does not include a security deposit or any other fee charged by a landlord;
- **Rental Unit** – living accommodation rented, or intended to be rented to a tenant;
- **Residential Property** – includes a building, or group of buildings in which one or more rental units or common areas or other structures are located and the parcels of land they are located on, the rental unit and common areas themselves, and land intended to be used as a site for a mobile home;
- **Security Deposit** – money paid, on or behalf of a tenant to be held by a landlord in trust to cover any liability or obligation of the tenant with respect to a rental property, not including any postdated cheques intended to pay for rent, or any other fee charged by a landlord;

- **Service or Facility** – something provided by the landlord to a tenant along with the rental unit that can include: appliances and furniture, utilities, cleaning and maintenance services, parking spaces, television, radio and other related services, laundry, storage, elevators, recreational facilities, intercom systems, garbage facilities, heating facilities, housekeeping services, any other service or facility;
- **Standard Conditions** – The Standard Conditions of a Tenancy Agreement;
- **Tenancy** – a tenant’s right to possession of a rental unit under a tenancy agreement;
- **Tenancy Agreement** – an agreement, whether written or oral, whereby a landlord gives a tenant possession of a rental unit for residential purposes, and the tenant agrees to pay rent. A tenancy agreement may include the use of any common areas and services or facilities that are provided;
- **Tenant** – an individual who gains possession of a rental unit from a landlord, and can include the estate of a deceased tenant, and when relevant a former or prospective tenant.

Relevant Decisions:

Subsection 2(d):

[O.E. v. U.B., 2016 SKORT 070](#)

Subsection 2(r):

[Saretzky Holdings Ltd. v. R.P., 2016 SKORT 199](#)

[L.L. v C.S., 2016 SKORT 003](#)

[Halko v. Gerard, 2015 SKQB 211](#)

Subsections 2(n) and 2(s):

[R.N. v. Weidner Investment Services Inc., 2016 SKORT 260](#)

What this Act applies to

3(1) Notwithstanding any other Act but subject to section 5, this Act applies to tenancy agreements, rental units and other residential property.

(2) Except as otherwise provided in this Act, this Act applies to a tenancy agreement entered into before, on or after the date on which this Act comes into force.

This Act applies to all residential tenancy agreements.**Relevant Decision:**

[R.N. v. N.N., 2016 SKORT 359](#)

Act applies to tenancy agreement with a minor

4 Notwithstanding *The Age of Majority Act*, a person who has not reached 18 years of age may enter into a tenancy agreement as a tenant, and the tenancy agreement and this Act and the Regulations are not unenforceable by and against that person by reason only of the fact that the person has not reached 18 years of age.

This Act applies to a person who is under the age of 18.**What this Act does not apply to**

5 This Act does not apply to:

(a) living accommodation included with premises that:

-
- (i) are occupied for business purposes; and
- (ii) are rented under a single agreement;
- (b) living accommodation in a hotel, a motel, a motor hotel, a resort, a lodge or tourist camp, a cottage, a cabin, a trailer, a tourist home, a bed and breakfast establishment, a farm vacation home or a hostel, if a person resides there for less than six consecutive months;
- (c) living accommodation provided for crisis or emergency shelters;
- (d) living accommodation:
- (i) in a hospital, health centre, addiction treatment centre, special-care home, residential treatment centre or other facility that is designated pursuant to *The Regional Health Services Act*;
- (ii) in a personal care home that is licensed pursuant to *The Personal Care Homes Act*;
or
- (iii) in a facility or an approved home as defined in *The Mental Health Services Act*;
- (e) living accommodation that is located on property that is being farmed if the living accommodation is being rented by the person engaged in farming that property;
- (f) living accommodation provided by the Young Men's Christian Association, the Young Women's Christian Association or The Salvation Army;
- (g) living accommodation rented under a tenancy agreement that grants a right of occupancy:
- (i) for the life of the tenant; or
- (ii) for a fixed period of not less than 20 years; or
- (h) prescribed tenancy agreements, rental units or residential property, or prescribed categories of tenancy agreements, rental units or residential property.

This Act does not apply to:

- **A rental unit that includes space for both living accommodations and commercial purposes if both the living accommodations and commercial space are rented under the same agreement;**
- **A hotel, a motel, a motor hotel, a resort, a lodge or tourist camp, a cottage, a cabin, a trailer, a tourist home, a bed and breakfast establishment, a farm vacation home or a hostel, if a person resides there for less than six months in a row;**
- **Crisis or Emergency Shelters;**
- **A hospital, health centre, addiction treatment centre, special-care home, residential treatment centre or other facility that is designated pursuant to *The Regional Health Services Act*;**
- **A personal care home that is licensed pursuant to *The Personal Care Homes Act*;**
- **A facility or an approved home as defined in *The Mental Health Services Act*;**
- **A rental unit on a farm if the person is engaged in farming the property;**

- **A rental unit provided by the Young Men’s Christian Association, the Young Women’s Christian Association or The Salvation Army;**
- **A tenancy agreement for a duration of a tenant’s lifetime;**
- **A tenancy agreement for 20 years or more;**
- **Prescribed tenancy agreements, rental units or residential property, or prescribed categories of tenancy agreements, rental units or residential property.**

Relevant Decisions:

[R.N. v. N.N., 2016 SKORT 359](#)

[M.D. v. T.M., 2016 SKORT 113](#)

Any agreement that this Act is not to apply is void

6 Every agreement or understanding, verbal or written, express or implied, that this Act or any provision of this Act does not apply, or that any benefit or remedy provided by this Act is not available, is void.

Any agreement, verbal or written, that does not comply with this Act is void.

Relevant Decision:

[R.G. v. R.A., 2016 SKORT 465](#)

DIVISION 2
General Principles

Enforcing rights and obligations of landlords and tenants

7(1) The rights, obligations and prohibitions established by or pursuant to this Act are enforceable between a landlord and tenant under a tenancy agreement.

(2) A provision of a tenancy agreement is not enforceable if:

- (a) the provision is inconsistent with this Act or the regulations;
- (b) the provision is unconscionable; or
- (c) the provision is not expressed in a manner that clearly communicates the rights and obligations under it..

All the rights, obligations and prohibitions in this Act apply to a landlord and tenant under a tenancy agreement. Any provision of a tenancy agreement that is not consistent with the Act or the Regulations, is unconscionable (unreasonable or excessive), or is vague is not enforceable.

Relevant Decisions:

[N.R. v. O.T., 2016 SKORT 306](#)

[R.G. v. R.A., 2016 SKORT 465](#)

Liability for not complying with this Act or a tenancy agreement

8(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for any damage or loss, including loss of rent paid or payable, that results.

(2) A landlord or tenant who claims compensation for any damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

A landlord or tenant that fails to comply with this Act, the Regulations or the applicable tenancy agreement, will be liable to compensate the other party for any damage or loss arising from that failure. The party claiming such compensation has an obligation to take reasonable steps to minimize the damage or loss.

Relevant Decision:

[N.A. v. K.I., 2017 SKORT 054](#)

Tenancy agreement not an interest in land

9(1) For the purposes of this Act, the relationship of landlord and tenant under a tenancy agreement is one of contract only and does not create any interest in land in favour of the tenant.

(2) A tenancy agreement is deemed not to be a lease within the meaning of *The Land Titles Act, 2000* or *The Landlord and Tenant Act*.

A tenancy agreement is not a "lease" within the meaning of *The Land Titles Act, 2000* or *The Landlord and Tenant Act* and doesn't give the tenant an interest in the land upon which the tenancy takes place.

Common law applies

10 Except as modified or varied by this Act or the regulations, the common law applies to tenancy agreements.

The common law applies to tenancy agreements.

Relevant Decision:

[N.P. v. Estate of N.K., 2016 SKORT 387](#)

Frustrated contracts

11(1) A tenancy agreement is terminated if, due to unforeseen circumstances that prevent achievement of its objectives or render its performance illegal, it becomes practically impossible to complete.

(2) *The Frustrated Contracts Act* applies to tenancy agreements.

Unforeseen events that prevent a tenancy agreement from being fulfilled or make it illegal to fulfil such that it is impossible to complete, bring the agreement to an end.

Relevant Decisions:

[I.R. v. M.D., 2016 SKORT 019](#)

[N.P. v. Estate of N.K., 2016 SKORT 387](#)

Limits on landlord seizing tenant's personal property

12(1) A landlord must not:

- (a) seize any personal property of the tenant; or
- (b) prevent or interfere with the tenant's access to the tenant's personal property;

- (2) Clause (1)(a) does not apply if:
- (a) the landlord has a court order authorizing the action;
 - (b) the landlord has an order respecting the tenant issued pursuant to section 85; or
 - (c) the landlord acts in accordance with subsections 85(4) to (6).

A Landlord must not take any personal property of the tenant or prevent or interfere with the tenant's access to the tenant's personal property. Following the end of a tenancy, a landlord must act properly to sell or dispose of property valued at less than \$1500 or obtain a court order or an order from the ORT for property valued at more than \$1500.

Relevant Decisions:

[V.Y. v. S.D., 2016 SKORT 148](#)

[N.A. v. N.N., 2017 SKORT 159](#)

[P.N. v. U.K., 2017 SKORT 016](#)

Relevant Link:

[Property Left Behind by a Tenant](#)

Effective date of commencement

13 A tenancy agreement may take effect from the date fixed for the commencement of the term of the tenancy agreement without actual entry of the premises that are the subject of the tenancy agreement.

A tenancy agreement starts on the date specified in the agreement as the first day of the tenancy, not on the day that the tenant physically moves in.

Relevant Decision:

[Altern Properties Inc. v. S.R., 2017 SKORT 151](#)

PART II

Administration of this Act

Appointment of director and continuation of office

- 14(1)** The minister may appoint a Director of Residential Tenancies and one or more deputy directors.
- (2) The Office of the Rentalsman continued pursuant to *The Residential Tenancies Act*, as that Act existed on the day before the coming into force of section 1 of this Act, is continued as the Office of Residential Tenancies.
- (3) The Office of Residential Tenancies is to consist of:
- (a) the director and any deputy directors; and
 - (b) any other officers and employees who are necessary to carry out the responsibilities of the office and who are appointed in accordance with *The Public Service Act, 1998*.

For the purpose of administering the ORT, the Minister may appoint a Director of the ORT and one or more deputy directors. The staff of the ORT will consist of the Director, deputy director(s), and any other officer or employee that is needed. The ORT is the new name, as of March 1, 2007, for the Office of the Rentalsman.

Director's responsibilities

- 15(1) The director is responsible for the administration and management of all matters governed by this Act and all persons appointed pursuant to this Act.
- (2) Subject to any restrictions or conditions imposed by the minister or the director, a deputy director or any employee may exercise any of the director's powers or fulfil any of the director's duties pursuant to this Act or the regulations.
- (3) The director may establish rules of procedure for the conduct of hearings pursuant to section 70.
- (4) The director may do all or any of the following:
- (a) provide information to landlords and tenants about their rights and obligations pursuant to this Act;
 - (b) help landlords and tenants resolve any dispute that can be or has been the subject of an application pursuant to section 70;
 - (c) publish, or otherwise make available to the public, decisions or summaries of decisions made pursuant to section 70.

The Director is responsible for the operation of the ORT and their duties can also be carried out by a deputy director or any employee of the ORT, subject to any restrictions or conditions. The Director has the authority to establish rules on how hearings held with the ORT will proceed. The Director may provide information to landlords and tenants about their rights and responsibilities under the Act, help resolve disputes between landlords and tenants as they occur and publish decisions or summaries of decisions that come from hearings.

Director may approve forms

- 16(1) The director may approve forms for the purposes of this Act.
- (2) Deviations from an approved form that do not affect its substance and are not intended to mislead do not invalidate the form used.

The Director may approve forms for the purposes of the Act, and only the approved forms, or ones that do not make substantive changes to the approved forms, may be used.

Relevant Decision:

[R.M. v. A.M., 2016 SKORT 157](#)

Director, hearing officers and staff must not be compelled in civil proceedings

- 17 The director, a deputy director, a hearing officer and any other person employed in the administration of this Act are not compellable:
- (a) to give evidence in any court or in a proceeding of a judicial nature respecting matters that come to their knowledge in the course of their employment; or
 - (b) to produce records that are in the possession of the director or the Office of Residential Tenancies because of the director's powers or duties pursuant to this Act.

The Director, a deputy director, hearing officer, and ORT staff members are not obligated to give evidence in a court proceeding or other proceeding of a judicial nature (including an ORT hearing) regarding matters learned of as a result of their employment, or to produce records in the possession of the ORT.

PART III
Residential Tenancies

DIVISION 1
Creating a Tenancy Agreement

Tenancy agreements include the standard conditions

18 The standard conditions are conditions of every tenancy agreement.

The Standard Conditions apply to every tenancy agreement in Saskatchewan.

Relevant Decisions:

[*P.R. Investments Inc. v. Y.L., 2016 SKORT 036*](#)

[*A.H. v. Boulevard Real Estate Equities Ltd., 2017 SKORT 175*](#)

[*R.A. v. I.N., 2017 SKORT 145*](#)

[*Senger v. Harding Holdings Ltd., 2015 SKQB 55*](#)

Relevant Links:

[Form 3 – Standard Conditions of a Tenancy Agreement](#)

[Form 3 - Conditions générales d'une convention de location](#)

Requirements for written tenancy agreements

19(1) A written tenancy agreement must comply with any prescribed requirements and must contain all of the following:

- (a) the standard conditions;
- (b) the correct legal names of the landlord and tenant;
- (c) the address of the rental unit;
- (d) the date the tenancy agreement is entered into;
- (e) the address for service and telephone number of the landlord or the landlord's agent;
- (f) a telephone number the tenant may contact in the case of emergencies, including emergency repairs, if that number is different from the number required by clause (e);
- (g) the agreed provisions respecting the following:
 - (i) the date on which the tenancy commences;
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis;
 - (iii) if the tenancy is a fixed term tenancy, the date the tenancy ends;

- (iv) the amount of rent payable for a specified period, and, if the rent varies with the number of occupants, the amount by which it varies;
- (v) the day in the month, or in the other period on which the tenancy is based, on which the rent is due;
- (vi) a provision that identifies whether the landlord or the tenant is to pay for utilities;
- (vii) a provision setting out those services and facilities that are included in the rent;
- (viii) the amount of any security deposit and the date the security deposit was or must be paid.

(2) Within 20 days after a landlord and tenant enter into a written tenancy agreement, the landlord must give the tenant a copy of the signed agreement.

(3) If a tenancy agreement is not in writing, the landlord must nevertheless provide the information required by clauses (1)(e) and (f) to the tenant, in writing, within 20 days after the date that they enter into the tenancy agreement.

(4) If the premises in or on which the residential property is situated contains more than one rental unit and the landlord retains possession of part of the premises for the common use of all tenants, the landlord shall post and maintain in a conspicuous place in the premises or at or near the main entrance to the premises a prominent notice containing:

- (a) the legal name of the landlord; and
- (b) the address for service and telephone number of the landlord or the landlord's agent.

(5) A tenant's obligation to pay rent is suspended if the landlord:

- (a) subject to subsection (6), in the case of a written tenancy agreement, does not provide a copy of the written tenancy agreement required by subsection (2); or
- (b) in the case of a tenancy agreement that is not in writing, does not provide the information required by subsection (3).

(6) A landlord may apply for an order pursuant to section 70 that the tenant's obligation to pay rent is not suspended pursuant to clause (5)(a) and that the tenant must continue to pay rent if:

- (a) a tenant alleges that the landlord has not provided a written agreement that fully complies with subsection (1); and
- (b) a hearing officer is satisfied that:
 - (i) the landlord has provided the tenant with a written agreement that substantially complies with subsection (1); and
 - (ii) the tenant is not prejudiced by any error or omission in the written agreement mentioned in subclause (i).

(7) A tenancy agreement is not invalid if a landlord fails to provide the information required of the landlord pursuant to subsection (1) or (3) unless a hearing officer, on an application by the tenant for an order pursuant to section 70, is satisfied that the failure is significant and the tenant is prejudiced by the failure.

Every written tenancy agreement must include [The Standard Conditions](#), the proper legal names of the landlord and tenant(s), the address of the rental unit, the date the tenancy agreement is entered into, an address in Saskatchewan and phone number for the landlord or their agent, a phone number for the landlord or their agent and one that a tenant can use in emergency situations (if different than the one provided earlier). A tenancy agreement must also include the date on which the tenancy will begin, whether it is a periodic tenancy (month to month, week to week or some other similar basis), a date the tenancy ends if it is a fixed term tenancy (e.g. year lease), the amount of rent for a specified period and the amounts if it varies by the number of occupants, the day rent is due, an indication of whether the landlord or tenant is responsible for utilities, the services or facilities included with the payment of rent, and the amount of the security deposit if one is required.

If a landlord rents a property that contains more than one rental unit, they must post a notice near the main entrance that contains the legal name of the landlord and a Saskatchewan address and phone number for the landlord or their agent.

A landlord must provide a signed copy of a tenancy agreement to the tenant within 20 days after entering into the agreement, failing which a tenant's obligation to pay rent is suspended. However, a landlord can apply to the ORT for an order that a tenant's obligation to pay rent is not suspended, if they have provided the tenant with a copy of a written agreement that substantially complies with the requirements of a written tenancy agreement and the tenant is not disadvantaged by any provision that is not included.

If a tenancy agreement is not in writing, within 20 days after entering into the agreement, a landlord must provide the tenant with an address in Saskatchewan and phone number for the landlord or their agent, and a phone number for the landlord or their agent that a tenant can use in emergency, in writing. If a landlord does not do so, a tenant's obligation to pay rent is suspended until the required information is provided in writing.

A tenancy agreement is not invalid if it does not contain all the provisions required of the Landlord in this section, unless a hearing officer, on application by the tenant, decides the tenant is unfairly disadvantaged by a landlord's failure to include all the required information.

Relevant Decisions:

[P.R. Investments Inc. v. Y.L., 2016 SKORT 036](#)

[E.H. v. JML Properties Ltd., 2015 SKORT 108](#)

[R.A. v. I.N., 2017 SKORT 145](#)

[Olson v. Boardwalk General Partnership, 2016 SKCA 135](#)

Relevant Links:

[Tenancy Agreements](#)

[Month to Month Sample Lease](#)

[Fixed Term Sample Lease](#)

Fixed term tenancies must be in writing

20 To create a fixed term tenancy of three months or longer, the landlord and tenant must enter into a written tenancy agreement.

For a fixed term tenancy of 3 months or longer to be valid, it must be in writing (see section 19 for what must be included).

Relevant Decisions:

[E.E. v. H.S., 2016 SKORT 316](#)

[Buch v. Koch, 2009 SKQB 506](#)

Absence of certain information deems a tenancy as a periodic tenancy

21 If a written tenancy agreement does not contain the information mentioned in subclause 19(1)(g)(iii), the tenancy is deemed to be a periodic tenancy on a monthly basis.

If a written tenancy agreement does not state the date that the tenancy ends, the tenancy is deemed to be a month to month tenancy.

Relevant Decision:

[E.E. v. H.S., 2016 SKORT 316](#)

[Soucy v. Milton Heights Inc., 2015 SKQB 126](#)

Changes to tenancy agreement

22(1) A tenancy agreement must not be amended to change or remove a standard condition.

(2) Subject to section 53.1, a tenancy agreement may be amended to add, remove or change a term or provision, other than a standard condition, only if both the landlord and tenant agree to the amendment.

(3) The requirement for agreement pursuant to subsection (2) does not apply to any of the following:

- (a) a rent increase if notice is served on the tenant in accordance with section 54;
- (b) a provision respecting which a landlord or tenant has obtained an order pursuant to section 70 that the agreement of the other is not required.

A tenancy agreement must not be amended to change or remove a standard condition. Amendments to conditions other than standard conditions are allowed if the landlord and tenant agree to the amendment. Agreement is not required in the event of a rent increase properly served on the tenant or if either party has obtained an order from the ORT.

Relevant Decision:

[N.T. v. Boulevard Real Estate Equities Ltd., 2016 SKORT 256](#)

Right of landlord to impose rules

22.1(1) Subject to subsection (2), in addition to the obligations set out in a tenancy agreement, a landlord may establish and enforce rules about:

- (a) the tenant's use, occupancy or maintenance of the rental unit or residential property, including rules prohibiting the possession, use, selling or distribution of cannabis or the growing and possession of cannabis plants in the rental unit; and
- (b) the tenant's use of services and facilities.

(2) Subsection (1) applies if the rules are in writing, are made known to the tenant and are reasonable.

(3) If an application is made for an order pursuant to section 70 on the grounds that the rules imposed by a landlord pursuant to subsection (1) are not reasonable, a hearing officer may make any order that the hearing officer considers just and equitable having regard to the circumstances.

A landlord may not change or amend a standard condition in the tenancy agreement; however a landlord may establish and enforce rules about the tenant's use, occupancy or maintenance of the rental unit and the tenant's use of services and facilities. A landlord may also establish rules prohibiting the possession, use, sale or distribution of cannabis or the growing and possession of cannabis plants. The rules must be in writing, the tenant must be aware of the rules and the rules must be reasonable. If a tenant believes that the rules are unreasonable, the tenant may apply to the ORT to determine if the rules are in fact unreasonable.

Relevant Decision:

[N.T. v. Boulevard Real Estate Equities Ltd., 2016 SKORT 256](#)

Tenancy agreements for housing programs

22.2(1) A landlord of a rental unit that is used for a housing program may change the terms of a tenancy agreement if:

- (a) the tenancy agreement as it exists before the change reflects the requirements of the housing program;
- (b) the housing program has changed or the rental unit is no longer part of the housing program; and
- (c) the change is reasonable and reflects the changes to or discontinuation of the use of the rental unit for the housing program.

(2) If a change to a tenancy agreement made pursuant to subsection (1) results in an increase in rent, the landlord shall comply with the provisions of section 54.

When a landlord operates a rental unit used for a housing program, the landlord is allowed to change the terms of a tenancy agreement if the agreement currently satisfies the housing program, the housing program has changed or the rental unit is no longer part of the housing program, AND the change is reasonable and reflects the reason for the change. If the change requires an increase in rent, the landlord must do so in accordance with section 54.

Application and processing fees prohibited

23 A landlord must not charge a person for:

- (a) accepting an application for a tenancy;
- (b) processing an application for a tenancy;
- (c) investigating an applicant's suitability as a tenant; or
- (d) accepting a person as a tenant.

A landlord cannot charge a fee for accepting a tenancy application, processing a tenancy application, investigating whether a person is suitable to be a tenant, or accepting a person as a tenant.

Relevant Decision:

[R.N. v. Weidner Investment Services Inc., 2016 SKORT 260](#)

DIVISION 2
Security Deposits

Landlord may require security deposit

24(1) Subject to subsection (2), a landlord may require, in accordance with this Act and the regulations, a tenant to pay a security deposit as a condition of a tenancy agreement.

(2) If the minister responsible for the administration of *The Saskatchewan Assistance Act* guarantees:

(a) all of the payment of a security deposit, that guarantee is deemed to be a sufficient compliance by the tenant of payment of all of the security deposit for the purposes of this section; or

(b) a portion of the payment of a security deposit, that guarantee is deemed to be a sufficient compliance by the tenant of payment of that portion of the security deposit for the purposes of this section.

A landlord may require a security deposit. A Social Services Guarantee Letter is an approved form of payment of a security deposit for the amount that is being guaranteed.

Relevant Decision:

[O.E. v. U.B., 2016 SKORT 070](#)

Relevant Link:

[Security Deposits](#)

Limits on amount of security deposits

25(1) A landlord must not require or accept a security deposit that is greater than the equivalent of one month's rent payable under the tenancy agreement.

(2) If a landlord accepts a security deposit that is greater than the amount permitted pursuant to subsection (1), the tenant may deduct the overpayment from rent or otherwise recover the overpayment.

(3) For the purposes of calculating the equivalent of one month's rent for tenancy agreements where the rent is subsidized by a public housing authority, the rent is to be calculated without regard to the amount of the subsidy.

A security deposit may not exceed the equivalent of one month's rent. If a landlord accepts a security deposit that is greater than one month's rent, the tenant may deduct the overpayment from rent or apply to the ORT to recover the overpayment.

Relevant Decisions:

[D.P. v. L.U., 2016 SKORT 254](#)

[R.E. v. R.O., 2016 SKORT 377](#)

[A.M. v. H.M., 2016 SKORT 258](#)

Landlord prohibitions respecting deposits

26(1) No landlord shall do any of the following:

- (a) require a security deposit at any time other than when the landlord and tenant enter into the tenancy agreement;
 - (b) require or accept more than one security deposit respecting a tenancy agreement;
 - (c) require, or include as a provision of a tenancy agreement, that the landlord automatically keeps all or part of the security deposit at the end of the tenancy.
- (2) Notwithstanding clause (1)(a), a landlord may require a tenant to pay a security deposit after the time when the tenancy agreement is entered into if:
- (a) at the time the tenancy agreement was entered into, the minister responsible for the administration of *The Saskatchewan Assistance Act* guaranteed the payment of all or a portion of the security deposit; and
 - (b) subsequently, the minister responsible for the administration of *The Saskatchewan Assistance Act* withdraws the guarantee mentioned in clause (a).
- (3) No landlord shall give notice to vacate a rental unit or refuse to renew a tenancy agreement for the sole purpose of increasing the security deposit for that rental unit.
- (4) If a landlord requires a tenant to pay a security deposit, the landlord may only require the tenant to pay:
- (a) not more than 50% of the amount of the security deposit:
 - (i) at the date the tenancy agreement is entered into; or
 - (ii) if the landlord is authorized pursuant to subsection (2) to require a security deposit during the tenancy, within one month after the date of service on the tenant of a written demand requiring payment of the security deposit; and
 - (b) the remainder of the security deposit within:
 - (i) if subclause (a)(i) applies, two months after the tenant enters into possession of the rental unit; or
 - (ii) if subclause (a)(ii) applies, three months after the date of service of the written demand.

A landlord cannot require a security deposit at any other time than when the landlord and tenant enter into the tenancy agreement, require more than one security deposit or include in the tenancy agreement that the landlord can automatically keep all or part of the security deposit at the end of the tenancy.

A tenant does not have to pay more than 50% of the security deposit on the date that the landlord and tenant enter into the tenancy agreement. The balance of the security deposit is to be paid within two months after the tenant takes possession of the rental unit. (Special rules apply if the Minister responsible for the administration of *The Saskatchewan Assistance Act* guarantees payment of the security deposit.)

Relevant Decisions:

[R.N. v. Weidner Investment Services Inc., 2016 SKORT 260](#)

[U.C. v. L.R., 2017 SKORT 052](#)

Tenant prohibition respecting deposits

27 Unless the landlord gives written consent, a tenant must not apply a security deposit as rent.

Without written consent from the landlord, a tenant cannot use the security deposit as rent.

Security deposits to be held in trust

28 Subject to this Act, every security deposit paid to the landlord with respect to a rental unit is held by the landlord in trust for the tenant who paid the deposit.

The landlord must hold the security deposit in trust for the tenant.

Investment of security deposits

29 The landlord shall:

- (a) invest the security deposits in securities authorized by *The Trustee Act, 2009*; or
- (b) deposit the security deposits in a trust account in a bank, trust company or credit union.

The landlord must hold the security deposit in a trust account for the entirety of the tenancy. A trust account must be separate from operating accounts.

Relevant Decision:

[W.M. v. M.I., 2016 SKORT 067](#)

Interest on security deposits

30(1) The landlord shall pay to the tenant interest on the security deposit at the prescribed rate, calculated from the date on which the landlord receives the full amount of the security deposit.

(2) Subject to section 32, when a tenancy ends, the landlord shall pay to the tenant the interest calculated pursuant to subsection (1).

Pursuant to section 5 of the Regulations, no interest is payable on security deposits if the tenancy lasts less than five years. If the tenancy is five years or more, the interest rate may be determined in accordance with the Interest Rates on Security Deposits table link below.

At the end of a tenancy of five years or longer, the landlord is to pay interest to the tenant on the security deposit, calculated from the date the full deposit is received until payment is made to the tenant.

Relevant Links:

[Interest Rates on Security Deposits](#)

[Interest Rates on Security Deposits Table](#)

Security deposits not subject to enforcement measures

31 No security deposit held by a landlord for a tenant is subject to seizure, garnishment, attachment or claim by any person.

Security deposits are exempt from attachment or seizure by creditors who are attempting to satisfy a debt.

Relevant Decision:

[E.R. v. Onagon Development Inc., 2017 SKORT 033](#)

Return of security deposit

32(1) Subject to subsection (5), within seven business days after the day on which a landlord has actual knowledge or should reasonably have known that a tenant has vacated the premises, the landlord shall:

- (a) pay to the tenant the security deposit and any accrued interest; or
- (b) if the landlord intends to retain all or a portion of the security deposit and any accrued interest:
 - (i) pay to the tenant the portion of the security deposit that the landlord does not intend to retain and any accrued interest on that portion;
 - (ii) subject to subsections (2) and (3), serve notice on the tenant, in the approved form, of the landlord's intention to retain all or a portion of the security deposit and any accrued interest; and
 - (iii) continue to hold the security deposit, or the portion of the security deposit the landlord intends to retain, and any accrued interest in trust in accordance with section 28 for a period of 30 days from the day on which the tenancy ends.

(1.1) In this section, "**forwarding address**" includes an address in electronic form.

(2) Notwithstanding section 82:

- (a) if the tenant or someone on behalf of the tenant has provided a forwarding address to the landlord on the end of the tenancy, the landlord shall serve the notice mentioned in subclause (1)(b)(ii) on the tenant by personal service, registered or ordinary mail or in electronic form, as the case may be, at that forwarding address; or
- (b) if the tenant or someone on behalf of the tenant does not provide a forwarding address to the landlord on the end of the tenancy, the landlord is not required to serve the notice mentioned in subclause (1)(b)(ii) on the tenant.

(3) If the payment of a security deposit has been guaranteed pursuant to subsection 24(2):

- (a) the notice mentioned in subclause (1)(b)(ii) must be served on the director;
- (b) on being served with the notice pursuant to clause (a), the director shall forward the notice to the minister responsible for the administration of *The Saskatchewan Assistance Act*; and
- (c) on receipt of the notice pursuant to clause (b), the minister responsible for the administration of *The Saskatchewan Assistance Act* shall provide the tenant, by ordinary mail, with a written notice of the tenant's rights pursuant to section 33.

(4) This section does not apply if, when a tenancy ends:

- (a) the tenant agrees in writing that the landlord is entitled to retain all or a portion of the security deposit and any accrued interest; and
 - (b) the landlord has paid to the tenant the unclaimed portion of the security deposit and accrued interest, if any.
- (5) If the tenancy ends by reason of the landlord giving a notice for a purpose set out in clause 60(7)(a) or (b), the landlord shall pay to the tenant the security deposit and any accrued interest without deduction.

Within 7 business days of the tenancy ending, the landlord must either pay the security deposit to the tenant or provide the tenant with an approved Form 13 indicating that they intend to keep all or a portion of the security deposit. The landlord is only required to serve the tenant with an approved Form 13 if the tenant provides the landlord with a forwarding address.

If the security deposit collected by the landlord was a letter of guarantee from the Ministry of Social Services and the landlord intends to keep a portion or all of the security deposit, the landlord must submit the approved Form 14 on the ORT within 7 business days of the tenancy ending. The ORT will then forward the claim to the Ministry of Social Services who is then responsible for processing and notifying the tenant of the landlord's claim.

A landlord is not required to serve the approved Form 13 if at the end of the tenancy the landlord and tenant both agree in writing that the landlord can retain all or a portion of the security deposit and the landlord has paid the unclaimed portion of the security deposit to the tenant.

Relevant Decision:

[Z.I. v. N.A., 2017 SKORT 030](#)

Relevant Links:

[Ways to Avoid Conflict](#)

[Security Deposits at the End of a Tenancy](#)

[Form 13/14 – Notice of Landlord's Claim for Security Deposit](#)

Application by tenant

- 33(1)** If a landlord fails to comply with the provisions of subsection 32(1) or if a tenant disputes the amount claimed by the landlord, the tenant may apply to the director for an order pursuant to section 70 determining the disposition of the security deposit, or portion of the security deposit, and any accrued interest.
- (2) An application made pursuant to subsection (1) must be made within two years after the day on which the tenancy ends.
 - (3) On receipt of an application pursuant to subsection (1), the director shall serve:
 - (a) a written notice of the application and of the date and place of the hearing on:
 - (i) the landlord; and
 - (ii) if the minister responsible for the administration of *The Saskatchewan Assistance Act* has guaranteed the payment of all or a portion of the security deposit pursuant to subsection 24(2), that minister; and
 - (b) a written notice of the date and place of hearing on the tenant.

- (4) A notice of application and hearing pursuant to subsection (3) must be served:
- (a) on the landlord and tenant by ordinary mail; and
 - (b) if required, on the minister responsible for the administration of *The Saskatchewan Assistance Act* in the prescribed manner.
- (5) Subject to subsection (6), within 10 business days after the receipt by the landlord of a notice from the director pursuant to subsection (3), the landlord shall file with the director:
- (a) if the notice is received:
 - (i) before the expiry of the 30-day period mentioned in subclause 32(1)(b)(iii), the security deposit, or the portion of the security deposit, and any accrued interest; or
 - (ii) on or after the expiry of the 30-day period mentioned in subclause 32(1)(b)(iii), an amount equal to the sum of the security deposit, or the portion of the security deposit, and any accrued interest calculated as at the end of the 30-day period; and
 - (b) if the amount claimed by the landlord has changed from the notice given to the tenant or the landlord was not required to give a notice pursuant to subclause 32(1)(b)(ii), a document that:
 - (i) is in the approved form; and
 - (ii) outlines the basis on which the landlord claims to be entitled to the security deposit, or the portion of the security deposit, and accrued interest.
- (6) On receipt of the document mentioned in clause (5)(b), the director shall promptly serve a copy of the document on the tenant by ordinary mail.
- (7) Clause (5)(a) does not apply to the amount guaranteed by the minister responsible for the administration of *The Saskatchewan Assistance Act*, if that minister has guaranteed the payment of, but not paid to the landlord, that amount of the security deposit pursuant to subsection 24(2).
- (8) Notwithstanding section 70, if the landlord fails to file with the director the security deposit or portion of the security deposit, accrued interest and document required by subsection (5) within the time provided in that subsection, the director may make an order, without notice to the landlord, directing that the landlord pay to the tenant the security deposit, or the portion of the security deposit, and any accrued interest.
- (9) For the purposes of satisfying an order made pursuant to subsection (8), the director may direct one or more other tenants of the landlord to pay to the director an amount of rent, otherwise payable to the landlord, that equals the amount the landlord is required to pay pursuant to the order.
- (10) The director shall provide or cause to be provided a copy of an order made pursuant to subsection (8) to:
- (a) the tenant;
 - (b) the landlord; and

(c) any other tenant required to pay an amount pursuant to subsection (9).

(11) A tenant is not required to pay to the director any fee respecting an application pursuant to this section.

If a landlord does not serve the approved Form on the tenant to claim the security deposit and does not return the security deposit to the tenant within 7 business days, the tenant can apply to the ORT for return of their security deposit by filing the approved Form 12. The tenant has two years from the end date of the tenancy to apply.

Once the tenant has made the application, the ORT will send out notice to the landlord and tenant specifying a date, time and place for the hearing. Within 10 business days of receiving notification of the hearing, the landlord will pay in the full amount of the Security Deposit claimed by the tenant and if the amount claimed by the landlord has changed, the landlord must serve on the ORT an approved form that outlines the new claims. Once the landlord has served the new claim form on the ORT, the ORT will forward a copy of the new claim to the tenant.

Relevant Decision:

[*Altern Properties Inc. v. M.H., 2017 SKORT 135*](#)

Relevant Links:

[Ways to Avoid Conflict](#)

[Security Deposits at the End of a Tenancy](#)

[Form 12 – Tenant Application for Return of Security Deposit and Interest](#)

Non-compliance by landlord

34(1) If it is established to the satisfaction of a hearing officer that a landlord did not comply with clause 32(1)(b), the hearing officer, on being so satisfied, shall immediately order that:

- (a) the landlord pay to the tenant the security deposit, or the portion of the security deposit, and any accrued interest;
- (b) if the security deposit, or portion of the security deposit, and accrued interest have been paid to the director, the security deposit and accrued interest be paid to the tenant; or
- (c) if the minister responsible for the administration of *The Saskatchewan Assistance Act* has guaranteed payment of a security deposit, the landlord is not entitled to a payment pursuant to that Act.

(2) Notwithstanding section 70, the director may make an order pursuant to subsection (1) without giving the landlord an opportunity to be heard.

(3) A hearing officer is not required to make an order pursuant to subsection (1) if the hearing officer considering the matter is satisfied that:

- (a) exceptional circumstances prevented the landlord from complying with section 32 or 33; and
- (b) it would be grossly inequitable to order that the security deposit, or the portion of the security deposit, and accrued interest earned on the security deposit be paid to the tenant.

(4) If it is established to the satisfaction of a hearing officer that the landlord has failed to comply with section 32, or that a landlord has made a claim against a security deposit pursuant to clause 32(1)(b) in the absence of reasonable grounds on which to make a claim against the security deposit, a hearing officer may, in addition to any other order, make an order that the costs of the hearing, as determined in the prescribed manner, shall be paid by the landlord to the tenant.

(5) For the purposes of satisfying an order made pursuant to this section, the director may direct one or more other tenants of the landlord to pay to the director an amount of rent, otherwise payable to the landlord, that equals the amount the landlord is required to pay pursuant to the order.

(6) The director shall provide or cause to be provided a copy of an order made pursuant to subsection (5) to:

- (a) the tenant;
- (b) the landlord; and
- (c) any other tenant required to pay an amount pursuant to subsection (5).

If the landlord fails to comply with subsection 32(1)(b), a hearing officer shall make an order that all or a portion of the security deposit be paid out to the tenant. The Director may also make such an order without providing the landlord with a hearing.

However, a hearing officer is not required to make such an order if satisfied there are exceptional circumstances or where it would be “grossly inequitable.”

When a landlord fails to comply with section 32 OR makes a claim against a tenant’s security deposit without reasonable grounds to do so, a hearing officer may include an order that the landlord is liable to pay for the tenant’s costs of attending the hearing.

In order to ensure payment of an order under this section, the Director may direct other tenant(s) of the landlord to pay to the Director an amount of rent equal to the amount owed to the tenant by the landlord which would normally be owed to the landlord. This amount would then be paid to the tenant who is owed the return of their security deposit to satisfy any order.

Relevant Decision:

[A.G. v. E.I., 2016 SKORT 125](#)

35 Repealed.

36 Repealed.

37 Repealed.

New landlord substituted for former landlord

38(1) In this section and section 39:

- (a) **“former landlord”** means the person who was the landlord under a tenancy agreement immediately before the new landlord becomes the landlord;
- (b) **“new landlord”** means:

- (i) a person to whom a former landlord assigns a tenancy agreement;
- (ii) a trustee in bankruptcy, liquidator, receiver or property guardian appointed by any court or by law with respect to the property of a former landlord;
- (iii) the purchaser at a judicial sale of the residential property of a former landlord;
- (iv) a mortgagee of the residential property of a former landlord who:
 - (A) acquires title to the residential property by foreclosure or pursuant to a judicial sale of the residential property; or
 - (B) enters into possession of the residential property;

and includes the assigns of that mortgagee;

- (v) any person who becomes the owner of property on which residential property is situated, or that consists of residential property, with respect to which at the time the person becomes the owner there are subsisting tenancy agreements;

(c) **“subsisting tenancy agreement”** means a tenancy agreement between the former landlord and a tenant that subsists at the time the new landlord becomes the landlord.

(2) Subject to section 39, a new landlord has the same rights, and is subject to the same liabilities and obligations, as the former landlord pursuant to this Act with respect to all subsisting tenancy agreements and all security deposits held in trust by the former landlord.

(3) Every new landlord is deemed to have notice of all subsisting tenancy agreements with respect to which the new landlord becomes the landlord.

(4) Subject to sections 32 and 39, all security deposits held in trust by the former landlord pursuant to section 28 and all accrued interest earned on those security deposits pursuant to section 29, as between the former landlord and the new landlord, vest in the new landlord on the date that the new landlord becomes the landlord pursuant to this Act.

(5) Every new landlord is substituted as the landlord in all subsisting tenancy agreements with respect to which the new landlord becomes the landlord to the same extent as if each of the tenancy agreements had been entered into with the tenant by the new landlord.

(6) On the day that the new landlord becomes the landlord, the former landlord shall immediately:

(a) deliver to the new landlord the copies of all written tenancy agreements entered into by the former landlord with respect to which the new landlord is substituted as the landlord; and

(b) subject to section 39, transfer to the new landlord:

(i) all security deposits held in trust by the former landlord pursuant to section 28 and all accrued interest earned on those security deposits pursuant to section 29; and

(ii) all records of the former landlord with respect to those security deposits and the accrued interest earned on those security deposits.

All of the rights, liabilities, and obligations of the old landlord within existing tenancy agreements are transferred to the new landlord. All new landlords are deemed to have notice of all existing tenancy agreements.

All security deposits and interest should transfer from the old landlord to the new landlord to be held in trust on the date the new landlord takes ownership of the rental property and becomes the landlord.

On the day the new landlord takes over, the old landlord must immediately provide the new landlord with the copies of all written tenancy agreements and documents pertaining to security deposits.

Relevant Decision:

[R.R. v. R.V., 2017 SKORT 185](#)

When former landlord to remain subject to liabilities and obligations

39(1) In this section, “existing liabilities and obligations” means the liabilities and obligations of the former landlord under a tenancy agreement that subsist at the time the new landlord becomes the landlord.

(2) A hearing officer may order that the former landlord remains subject to all or any of the existing liabilities and obligations, and relieve the new landlord from those liabilities and obligations, if the hearing officer is satisfied that it would be unjust to make the new landlord subject to those existing liabilities and obligations.

Should a hearing officer find it unjust to make a new landlord subject to existing liabilities, a former landlord may remain liable for any liabilities or obligations which exist when the new landlord becomes the landlord.

Relevant Decision:

[R.R. v. R.V., 2017 SKORT 185](#)

DIVISION 3
Other Provisions

Future rent

40 No landlord shall demand, receive or collect from a tenant or from any person on behalf of a tenant an amount of money to be used by the landlord to pay rent that becomes due in the future.

A landlord cannot request or collect rent for any future period.

Relevant Decision:

[A.E. v. U.A., 2016 SKORT 029](#)

[R.A. v. N.E., 2017 SKORT 068](#)

Acceleration clause prohibited

41 A tenancy agreement must not include a provision that all or part of the rent payable for the remainder of the term of the tenancy agreement becomes due and payable if a provision of the tenancy agreement is breached.

A landlord cannot require that a tenant pay the whole amount of rent for the remainder of the tenancy if a term of the tenancy agreement is breached.

A tenancy agreement must not include a provision that all or part of the rent payable for the remainder of the term of the tenancy agreement becomes due and payable if the tenant breaches a provision of the tenancy agreement.

Relevant Decision:

[*T.L. v. Laurence Management Group Inc., 2017 SKORT 114*](#)

Rules about payment and non-payment of rent

42(1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right pursuant to this Act to deduct all or a portion of the rent.

(2) A landlord must provide a tenant with a receipt for rent paid in cash.

(3) Unless the landlord and tenant agree otherwise, the tenant shall deliver rent payable to the landlord at the address, or send rent payable to the address of the landlord, set out pursuant to:

(a) in the case of a written tenancy agreement, clause 19(1)(e); or

(b) in the case of a tenancy agreement that is not in writing, subsection 19(3).

A tenant must pay rent when it is due, even if the landlord is in breach of the rental agreement, the Act or the Regulations. In such circumstances, the tenant may apply to the ORT for an appropriate remedy.

A landlord must always provide a receipt for rent paid in cash.

Unless the landlord and tenant agree otherwise, the tenant must deliver rent to the Landlord at the address or send rent to the address of the landlord set out in their tenancy agreement.

Relevant Decisions:

[*Boardwalk REIT Properties Ltd. v. R.S., 2016 SKORT 147*](#)

[*D.N. v. NPR Limited Partnership., 2016 SKORT 408*](#)

[*I.G. v. S.M., 2016 SKORT 219*](#)

[*Regency Property Management & Real Estate Inc. v. E.O., 2016 SKORT 018*](#)

Terminating or restricting services or facilities

43(1) A landlord must not terminate or restrict a service or facility:

(a) without obtaining an order issued pursuant to section 70 authorizing the landlord to do so; or

(b) unless the tenant agrees to the termination or restriction.

(2) A landlord must not impose a charge for a service or facility that is available to a tenant at no cost or increase the charge for a service or facility:

(a) without obtaining an order issued pursuant to section 70 authorizing the landlord to do so; or

(b) unless the tenant agrees to the charge or increased charge, as the case may be.

(3) A hearing officer may make an order pursuant to section 70:

- (a) authorizing the landlord to terminate a service or facility or to impose a charge or increase a charge for a service or facility; and
- (b) in the case of a termination or restriction of a service or facility, reducing the tenant's rent or directing that any other compensation be given to the tenant as a result of the termination or restriction of the service or facility.

A landlord must not terminate or restrict a service or facility without the tenant's consent unless the landlord obtains an order from the ORT.

A landlord must not impose a charge for a service or facility that is available to the tenant at no cost or increase the charge for the service or facility without the tenant's consent or an order from the ORT.

Relevant Decisions:

[*Boulevard Real Estate Equities Ltd. v. R.S., 2016 SKORT 396*](#)

[*R.T. v. S.A., 2016 SKORT 312*](#)

Protection of tenant's right to quiet enjoyment

44 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 45;
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

A tenant is entitled to quiet enjoyment of a rental unit. This includes a right to:

- (a) Reasonable privacy;**
- (b) Freedom from unreasonable disturbance from the landlord, another tenant of the landlord, or any person allowed to go on the rental property by the landlord or another tenant of the landlord;**
- (c) Exclusive possession of the rental unit subject to the landlord's right to enter the unit in accordance with section 45;**
- (d) Use of common areas for reasonable and lawful purposes.**

Relevant Decisions:

[*D.N. v. NPR Limited Partnership., 2016 SKORT 408*](#)

[*N.T. v. M.O., 2016 SKORT 395*](#)

Landlord's right to enter rental unit

45(1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than seven days before the entry;
- (b) at least 24 hours and not more than seven days before the entry, the landlord gives the

tenant written notice that includes the following information:

- (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry;
- (c) the landlord provides housekeeping or related services under the provisions of a written tenancy agreement and the entry is for that purpose and in accordance with those provisions;
- (d) the landlord has an order pursuant to section 70 authorizing the entry;
- (e) the tenant reasonably appears to have abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.
- (2) For the purposes of subclause (1)(b)(ii), the landlord must state a maximum four-hour period within which the landlord will enter the rental unit and the four-hour period of entry must be between 8 a.m. and 8 p.m. unless the tenant otherwise agrees.
- (3) Subject to subsections (4) and (6), a landlord may enter a rental unit for the purpose of showing it to prospective tenants:
- (a) if a tenant has given notice pursuant to section 56 of the tenant's intention to end the tenancy; or
 - (b) in the case of a fixed term tenancy agreement, within the two-month period preceding the date on which the agreement ends.
- (4) A landlord may only enter a rental unit pursuant to subsection (3) if:
- (a) the landlord gives the tenant notice of the landlord's intent to enter and at least two hours have elapsed after the tenant received that notice; or
 - (b) the landlord gives the tenant notice in the prescribed manner.
- (5) Subject to subsection (6), a landlord may enter a rental unit for the purpose of showing the rental unit or the property on which it is located to a prospective purchaser if the landlord:
- (a) provides the tenant with 24 hours' notice; or
 - (b) obtains the consent of the tenant.
- (6) A landlord may enter a rental unit pursuant to subsection (3) or (5) only between 8 a.m. and 8 p.m. on a day that is not a Sunday or a day of religious worship for the tenant.

A landlord must not enter a rental unit unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or in the seven days prior to entry;**
- (b) at least 24 hours (and not more than seven days) before the entry the landlord gives the tenant written notice that sets out the date and time of entry and a reasonable purpose for entering;**

- (c) the landlord enters the unit to provide housekeeping or related services pursuant to a written agreement with the tenant;
- (d) the landlord has an order from the ORT that authorizes the entry;
- (e) the tenant appears to have abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

The notice provided by the landlord must state a maximum four-hour period during which the landlord will enter the rental unit. Entry can only be made between 8 a.m. and 8 p.m. on a day that is not a Sunday or a day of religious worship for the tenant, unless the tenant otherwise agrees. If a tenant has given notice to end the tenancy, the landlord may enter the rental unit for the purpose of showing it to prospective tenants, but only if the landlord complies with section 10 of The Standard Conditions. More specifically, a landlord must not enter a rental unit for the purpose of showing it to a prospective purchaser without first giving the tenant 24 hours' notice or obtaining the consent of the tenant.

Relevant Decisions:

[L.R. v. Boardwalk REIT Properties Ltd., 2016 SKORT 006](#)

[C.P. v. D.M., 2015 SKORT 037](#)

[Y.S. v. A.N., 2016 SKORT 110](#)

[R.R. v. R.I., 2015 SKORT 132](#)

[R.A. v. I.N., 2017 SKORT 145](#)

Relevant Links :

[Landlord's Right to Enter a Rental Property](#)

[Form 4 – Notice of Entry](#)

Tenant's right of access protected

46(1) A landlord must not restrict access to residential property by:

- (a) the tenant of a rental unit that is part of the residential property;
- (b) a person permitted on the residential property by that tenant; or
- (c) an enumerator or revising agent carrying out his or her duties pursuant to *The Election Act, 1996*.

(2) A landlord must not restrict access to residential property by:

- (a) a candidate seeking election to the House of Commons, the Legislative Assembly or an office in an election governed by *The Local Government Election Act, 2015*; or
- (b) the authorized representative of a candidate mentioned in clause (a) who is canvassing electors or distributing election material.

A landlord must not restrict access to residential property (i.e., the rental unit and any common areas) by the tenant, a person permitted on the residential property by the tenant, election enumerators or candidates for election (or their authorized representatives).

Relevant Decisions:

[M.E. v. E.F., 2016 SKORT 375](#)

[D.R. v. N.K., 2016 SKORT 078](#)

Right of tenant to display election advertising

47(1) No landlord shall prohibit a tenant from displaying election advertising posters in or on the rental unit occupied by the tenant during a campaign to elect a member to the House of Commons or the Legislative Assembly or to an office where election to that office is governed by *The Local Government Election Act, 2015*.

(2) A landlord may:

- (a) set reasonable conditions respecting the type and size of election advertising posters that may be displayed in or on rental units; and
- (b) prohibit the display of election advertising posters on any part of the building in which the rental unit is situated and of which the landlord retains possession and that is intended for the common use and enjoyment of the tenants of the landlord.

(3) All election advertising posters that are displayed pursuant to subsection (1) must be removed within seven days after the date of the election to which the posters relate.

No landlord may restrict a tenant's right to display election advertising. The landlord may set reasonable rules about the type and size of posters and may prohibit the display of posters in any common areas.

Prohibitions on changes to locks and other access

48(1) A landlord must not change locks or other means that give access to residential property unless the landlord provides each tenant with new keys or other means that give access to the residential property.

(2) A landlord must not change locks or other means of access to a rental unit unless:

- (a) the tenant agrees to the change; and
- (b) the landlord provides the tenant with new keys or other means of access to the rental unit.

(3) A tenant must not change locks or other means that give access to common areas of residential property unless the landlord consents to the change.

(4) A tenant must not change a lock or other means that give access to his or her rental unit unless the landlord consents to, or the director has ordered, the change.

Neither a landlord nor a tenant may change locks or security codes to a rental unit unless:

- **they both agree to the change and, if the landlord changes the locks or security code, the landlord gives the tenant new keys or the new security code or;**
- **the Director has ordered the change.**

A landlord must not change locks or security codes to a common area unless the landlord provides each tenant with new keys or new security codes for the area. Similarly, a tenant must not change locks or security codes to a common area unless the landlord consents to the change.

Relevant Decisions:

[*Y.N. v. Leno Investments Inc., 2016 SKORT 111*](#)

[*Y.S. v. A.N., 2016 SKORT 110*](#)

Landlord and tenant obligations to repair and maintain

49(1) During the term of the tenancy agreement, a landlord must:

- (a) maintain the residential property in a good state of repair and fit for habitation, use and enjoyment notwithstanding that the state of non-repair of the residential property exists to the knowledge of the tenant before the tenancy agreement was entered into or came into existence after that date; and
 - (b) subject to subsection (3), keep in a good state of repair for the use and enjoyment of the tenant all services and facilities that are supplied by the landlord under the tenancy agreement or that are added or substituted for those services and facilities.
- (2) Unless the landlord and tenant agree otherwise, if the landlord grants the tenant the exclusive use of the residential property that is the subject of the tenancy agreement, during the term of the tenancy agreement, the tenant is responsible for the ordinary cleanliness of the exterior of the rental unit and the residential property.
- (3) Subsection (1) does not apply with respect to residential property that is so destroyed that it is uninhabitable.
- (4) Subject to subsection (6), a landlord is not exempt from the requirement to make repairs to services and facilities pursuant to clause (1)(b) whether the repairs are the result of reasonable wear and tear or any other cause.
- (5) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit.
- (6) A tenant must repair damage to the residential property or services and facilities that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
- (7) A tenant is not required to make repairs for reasonable wear and tear.

A landlord must maintain a rental property in a good state of repair and fit for the use and enjoyment of the tenant. A landlord must keep all services and facilities included with the rent (e.g., appliances, heating and plumbing systems, etc.) in a good and functional state of repair.

A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and must repair damage to the rental unit, services or facilities caused by the tenant or someone permitted on the property by the tenant. The tenant is not responsible for reasonable wear and tear.

If the landlord grants the tenant the exclusive use of residential property (such as a single family dwelling), the tenant is responsible for the ordinary cleanliness of the exterior of the property, including the yard or surrounding land, unless the landlord and tenant agree otherwise.

Relevant Decisions:

Landlord Obligation to Repair and Maintain Property:

[R.T. v. L.N., 2016 SKORT 106](#)

[A.K. v. Block 1 Property Management Ltd., 2016 SKORT 104](#)

[U.O. v. B.U., 2016 SKORT 037](#)

[R.R. v. Boulevard Real Estate Equities Ltd., 2016 SKORT 247](#)

[E.I. v. Boulevard Real Estate Equities Ltd., 2016 SKORT 167](#)

[N.D. v. Boulevard Real Estate Equities Ltd., 2015 SKORT 117](#)

[E.N. v. Boulevard Real Estate Equities Ltd., 2016 SKORT 004](#)

[N.J. v. Camponi Housing Corporation, 2016 SKORT 024](#)

[Boardwalk REIT Properties Ltd. v. R.S., 2016 SKORT 147](#)

[Saretzky Holdings Ltd. v. Bear, 2012 SKQB 151](#)

Tenant Obligation to Repair and Maintain Property:

[Menke Holdings Ltd. v. S.N., 2015 SKORT 135](#)

[Broadstreet Properties Ltd. v. I.M., 2016 SKORT 211](#)

[M.A. v. I.Z., 2016 SKORT 188](#)

[I.A. v. N.L., 2016 SKORT 255](#)

[Broadstreet Properties Ltd. v. S.M., 2016 SKORT 206](#)

Relevant Links:

[Requesting Repairs](#)

[Bed Bugs and other Pests](#)

Assignment and subletting

50(1) Subject to the regulations, a tenant may assign a tenancy agreement, or sublet a rental unit under a fixed term tenancy, only with the written consent of the landlord.

(2) The landlord must not unreasonably withhold the consent required pursuant to subsection (1).

(3) Notwithstanding that a tenant has assigned a tenancy agreement or sublet a rental unit pursuant to this section, the tenant remains liable for any matters:

(a) that are the tenant's responsibility pursuant to this Act or the tenancy agreement respecting the tenancy agreement or the rental unit; and

(b) that arose before the date the tenancy agreement was assigned or the rental unit was sublet.

(4) Notwithstanding subsection (2), a landlord that is a public housing authority may withhold the consent required pursuant to subsection (1) on any grounds.

(5) Unless the regulations authorize otherwise, a landlord must not charge a tenant anything for considering, investigating or consenting to an assignment or sublease pursuant to this section.

Only if the landlord gives written consent may a tenant assign or sublet a rental unit under a fixed term tenancy. Pursuant to section 8 of the Regulations, a landlord may charge up to \$20 to consider, investigate, or giving consent to a sub tenant. This consent cannot be unreasonably withheld, UNLESS the landlord is a public housing authority who may withhold consent for any reason. Even if consent is given, the tenant remains liable for any of their responsibilities or obligations which arose before the tenancy was assigned/sublet.

Relevant Decision:

[M.G. v. T.D., 2016 SKORT 442](#)

Leaving the rental unit at the end of a tenancy

51 When a tenant vacates a rental unit, the tenant must:

- (a) leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear; and
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

At the end of a tenancy when a tenant leaves a rental unit they must make sure it is reasonably clean, any damage that is above ordinary wear and tear has been fixed, and all keys are returned to the landlord.

Relevant Decisions:

[N.I. v. O.Y., 2017 SK ORT 010](#)

[Broadstreet Properties Ltd. v. I.M., 2016 SKORT 211](#)

[J.E. v. S.S., 2016 SKORT 200](#)

[C.E. v. R.E., 2016 SKORT 141](#)

Relevant Link:

[Cleaning at the End of a Tenancy](#)

PART IV
Rent Increases

Meaning of “rent increase”

52 In this Part, “rent increase” does not include an increase in rent that is:

- (a) for one or more additional occupants; and
- (b) authorized under the tenancy agreement by a provision mentioned in subclause 19(1)(g)(iv).

The rules for raising the rent and giving notice for raising rent do not apply for rent that is raised to add another occupant to a rental unit, or when rental increases are outlined in a tenancy agreement.

Rent increases

53 A landlord must not increase rent except in accordance with this Part.

A landlord cannot increase the rent unless it follows the rules outlined in the next sections of the Act or it is specifically provided for in the tenancy agreement in accordance with subclause 19(1)(g)(iv).

Relevant Decision:

[R.O. v. I.I., 2016 SKORT 060](#)

Rent increases - fixed term tenancies

53.1(1) A landlord under a fixed term tenancy must not increase the rent under that fixed term tenancy unless the amount of the increase and time when an increase is to come into effect have been agreed to between the landlord and the tenant at the time the fixed term tenancy is entered into.

(2) For the purposes of subsection (1), the amount of the increase may be expressed either as a dollar amount or as a percentage.

A landlord under a fixed term tenancy must not increase the rent during the term of the tenancy unless the amount of the increase (expressed either in dollars or as a percentage) and time when an increase is to come into effect have been agreed to between the landlord and the tenant at the time the fixed term tenancy was entered into.

Relevant Decision:

[H.C., v. E.E., 2016 SKORT 431](#)

[R.O. v. I.I., 2016 SKORT 060](#)

Timing and notice of rent increases - periodic tenancies

54(1) Subject to subsection (2), a landlord shall give a tenant written notice of a rent increase for a periodic tenancy at least:

- (a) 12 months before the effective date of the increase; or
- (b) if the landlord is a member in good standing of a prescribed association of landlords, six months before the effective date of the increase.

(2) For the purposes of subsection (1), the effective date of a rent increase for a periodic tenancy must be set as a date that is not less than:

- (a) the later of:
 - (i) 18 months after the date fixed for the commencement of the tenancy; and
 - (ii) 12 months after the effective date of the previous rent increase, if any; or
- (b) if the landlord is a member in good standing of a prescribed association of landlords, the later of:
 - (i) 12 months after the date fixed for the commencement of the tenancy; and
 - (ii) six months after the effective date of the previous rent increase, if any.

(3) Notwithstanding subsection (1), a landlord must give the tenant of a mobile home site written notice of a rent increase before the prescribed period.

(4) If a landlord's notice of a rent increase does not comply with this section, the notice takes effect on the earliest date that does comply.

(5) Notwithstanding subsection (4), if the landlord has increased rent contrary to this section, a hearing officer, on an application pursuant to section 70, may make any order and award a tenant any compensation that the hearing officer considers just and equitable having regard to the circumstances.

(6) This section does not apply to rent increases on the basis of an increase in a tenant's income made by a landlord of a rental unit that is used for a housing program.

(7) **Repealed. 2015, c.19, s.11.**

A landlord must give a tenant in a periodic tenancy:

- one year's advance written notice of a rent increase, if the landlord is not a member of the Saskatchewan Landlord Association Inc. and the landlord shall not increase the rent more than once each year;
- six months' advance written notice of a rent increase, if the landlord is a member of the Saskatchewan Landlord Association Inc. or the Network of Non-Profit Housing Providers of Saskatchewan Incorporated. and the landlord shall not increase the rent more than twice each year.

If a landlord fails to give the required notice, the rent increase does not take effect until the applicable notice period has passed. If a landlord increases rent without proper notice, the tenant can apply to the ORT for compensation.

Relevant Decisions:

[H.C. v. E.E., 2016 SKORT 431](#)

[R.B. v. N.N., 2016 SKORT 214](#)

[A.Z. v. L.H., 2016 SKORT 286](#)

Relevant Links:

[Rent Increases](#)

[Network of Non-Profit Housing Providers of Saskatchewan Inc.](#)

[Saskatchewan Landlord Association](#)

[Form 5 – Notice of Rent Increase](#)

[Form 5a – Notice of Rent Increase for Approved Landlord Association Members](#)

PART V
Ending a Tenancy

DIVISION 1
Notice

How a tenancy ends

55(1) A tenancy ends only if one or more of the following applies:

(a) the tenant or landlord gives written notice to end the tenancy in accordance with one of the following provisions of this Act:

- (i) section 56;
- (ii) section 57;
- (iii) section 58;
- (iv) section 59;
- (v) section 60;
- (vi) section 61;

(b) the landlord and tenant agree in writing to end the tenancy;

(c) the tenant vacates or abandons the rental unit;

- (d) the tenancy agreement is frustrated;
- (e) a hearing officer orders that the tenancy is ended.

(2) Subject to the regulations, a fixed term tenancy ends on the date specified as the end of the fixed term tenancy unless the landlord and tenant have entered into a new tenancy agreement.

A tenancy ends if a tenant or landlord gives proper notice to do so in accordance to one of sections 56, 57, 58, 59, 60 or 61 of the Act. A tenancy also ends if a landlord and tenant agree in writing, the tenant vacates or abandons the rental unit, the tenancy agreement becomes frustrated, or a hearing officer orders the tenancy is ended at a hearing with the ORT.

A fixed term tenancy ends on the date specified in the agreement unless the landlord and tenant enter into a new agreement.

Relevant Decision:

[*I.R. v. M.D., 2016 SKORT 019*](#)

Relevant Link:

[Ending a Tenancy](#)

Tenant's notice

56(1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) is not:
 - (i) in the case of a weekly tenancy, earlier than one week after the date the landlord receives the notice; or
 - (ii) in the case of a tenancy other than a weekly tenancy, earlier than one month after the date the landlord receives the notice; and
- (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

(2) If a landlord breaches a material provision 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 after the date the landlord receives the notice.

(3) Before ending a tenancy pursuant to subsection (2), the tenant must give the landlord a reasonable period to remedy the breach if it is capable of being remedied.

(4) A notice to end a tenancy given pursuant to this section must comply with section 63.

If a tenant has a weekly tenancy, the tenant must give the landlord a full week (7 days) notice to vacate, after the date the landlord receives the notice, and must be the day before rent is due.

- **For example, if your tenancy is for Friday to Friday, rent is due on Friday, and you want to give notice to vacate, you must give notice on Thursday, at the latest, for the following Friday.**

If the tenant has a tenancy other than a weekly tenancy, such as a month to month tenancy, the tenant must give the landlord a full month notice, after the date the landlord receives the notice, and must be the day before rent is due.

- For example, if rent is due on the first of the month, you must give your notice to vacate on July 31 to vacate August 31. You may give the notice to vacate any time in July for the end of August but no later than the last day of the month, July 31.

If the landlord has breached a material term of the agreement (e.g. the rental unit has become uninhabitable for reasons within the landlord's responsibility), the tenant may end the tenancy on a minimum of one day's notice. However, if the breach is capable of being remedied, the tenant must give the landlord a reasonable time period to remedy the problem before ending the tenancy on one day's notice.

The Tenant must give the Landlord notice to vacate in writing and must:

- Be dated and identifying who the notice is from;
- Include the address of the rental unit;
- State the effective end date of the tenancy;
- State the reason for ending the tenancy.

Relevant Decisions:

Tenant did not give proper notice:

[M.L. v. T.O., 2016 SKORT 085](#)

[A.T. v. A.T., 2015 SKORT 101](#)

[M.H. v. S.E., 2016 SKORT 261](#)

[Valhalla Properties Inc. v. E.L., 2016 SKORT 329](#)

[E.I. v. C.N., 2016 SKORT 057](#)

[Progressive Property Management Ltd. v. G.M., 2016 SKORT 049](#)

Reasons to end Tenancy Early:

[B.Z. v. Shu Holdings Ltd., 2016 SKORT 056](#)

[A.H. v. Weidner Investment Services Inc., 2016 SKORT 249](#)

[101249888 Saskatchewan Ltd. v. I.N., 2016 SKORT 081](#)

[W.Y. v. M.F., 2016 SKORT 168](#)

[N.M. v. V.F., 2016 SKORT 237](#)

[E.G. v. C.S., 2017 SKORT 002](#)

Relevant Links:

[Ending a Tenancy – Ending Tenancy by the Tenant](#)

[Form 6 – Tenant's Notice to Landlord to Terminate Tenancy](#)

[Form 6a – Tenant's Notice to Vacate Early for Cause](#)

Landlord's notice: non-payment of rent

57(1) A landlord may end a tenancy immediately by service of a notice to end the tenancy on a tenant if rent is unpaid for a period of 15 days or more after the day it is due.

(2) A notice pursuant to this section must comply with section 63.

(3) A notice pursuant to this section has no effect if the amount of rent that is unpaid is an amount the tenant is permitted pursuant to this Act to deduct from rent.

(4) If a tenant fails to vacate residential property in accordance with a valid notice served pursuant to subsection (1), the landlord may apply for an order of possession pursuant to section 70.

(5) The landlord may treat unpaid utility charges as unpaid rent and may give notice pursuant to this section if:

(a) the tenancy agreement requires the tenant to pay utility charges to the landlord or the person providing the utility; and

(b) the utility charges are unpaid for a period of 15 days or more after the tenant is given a written demand by the landlord for payment of them.

A landlord can serve an Immediate Notice to Vacate on a tenant if rent is unpaid for 15 days or more after it is due. For example, tenancy agreements usually require rent to be paid on the first of the month. If the tenant has not paid the full amount of rent by the 15th of the month, on the 16th the Landlord can serve an Immediate Notice to Vacate on the tenant.

A landlord must use the approved Form 7 when serving an Immediate Notice to Vacate. This form complies with the requirements for a notice set out in section 63. If you create your own form, and it does not comply with section 63, your notice may be ineffective.

If the tenancy agreement requires the tenant to pay for utilities and the utilities are unpaid, a landlord may give the tenant a written demand to pay the arrears using the approved Form 7a. If the arrears remain unpaid for a period of 15 days or more after delivery of the notice, the landlord may serve the tenant with an Immediate Notice to Vacate.

If the tenant fails to leave the rental property after being served with an Immediate Notice to Vacate, the landlord can apply to the ORT for an order for possession.

Relevant Decisions:

[*Progressive Property Management Ltd. v. G.M.* 2016 SKORT 218](#)

[*R.F. v. R.R.*, 2016 SKORT 015](#)

[*L.T. v. N.M.*, 2016 SKORT 235](#)

[*Goodison Holdings Ltd. v. A.K.*, 2016 SKORT 054](#)

[*A.A. v. R.N.*, 2016 SKORT 022](#)

[*Leno Investments Inc. v. A.T.*, 2016 SKORT 072](#)

[*G.M. v. L.D.*, 2016 SKORT 155](#)

[*A.A. v. S.R.*, 2016 SKORT 328](#)

[*Boardwalk RET Properties Ltd. v. R.S.*, 2016 SKORT 147](#)

[*March v. Mryglod Properties \(1996\) Ltd.*, 2013 SKQB 50](#)

Relevant Links:

[Ending a Tenancy – Eviction for non-payment of rent or utilities](#)

[Form 7 – Immediate Notice to Vacate](#)

[Form 7a – Notice of Utility Arrears](#)

Landlord's notice: cause

58(1) Subject to subsection (2), a landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(a) subject to subsection 26(4), the tenant does not pay the security deposit within 30 days after the date it is required to be paid under the tenancy agreement;

- (b) the tenant is repeatedly late paying rent;
- (c) there are an unreasonable number of occupants in a rental unit;
- (d) the tenant or a person permitted on the residential property by the tenant has:
 - (i) significantly interfered with or unreasonably disturbed another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property; or
 - (iii) put the landlord's property at significant risk;
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in a noxious, offensive or illegal activity that:
 - (i) has caused or is likely to cause damage to the landlord's property;
 - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property; or
 - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
- (f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the residential property;
- (g) the tenant does not repair damage to the residential property, as required pursuant to section 49, within a reasonable time;
- (h) the tenant:
 - (i) has breached a material provision of the tenancy agreement; and
 - (ii) has not remedied the breach within a reasonable time after the landlord gives written notice to do so;
- (h.1) the tenant or a person permitted on the residential property by the tenant has repeatedly violated the rules established by the landlord pursuant to section 22.1;
- (i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 50;
- (j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;
- (k) the rental unit must be vacated to comply with an order of an authority appointed pursuant to an Act, an Act of the Parliament of Canada or a bylaw of a municipality;

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- (l) in the case of a landlord that is a public housing authority or that provides a housing program, the tenant has breached a provision of the tenancy agreement that the landlord reasonably requires the tenant to comply with;
- (m) the tenant has not complied with an order made pursuant to this Act within 30 days after the later of the following dates:
- (i) the date the tenant is served with the order; and
 - (ii) the date specified in the order for the tenant to comply with the order;
- (n) a hearing officer determines that, for any other reason, the landlord has reasonable grounds to end the tenancy;
- (o) all of the following circumstances apply:
- (i) the residential property in which the rental unit is located is a detached house and the landlord's principal place of residence is in that detached house;
 - (ii) the landlord has given the tenant written notice that any smoking in the residential property will result in the tenancy ending;
 - (iii) the tenant or a person invited onto the residential property by the tenant smokes in the residential property after being given the written notice mentioned in subclause (ii).
- (1.1) If a tenant's breach of a municipal bylaw or failure to pay municipal charges results or may result in an assessment being added to the landlord's property taxes for the premises, the landlord may end the tenancy by giving notice to end the tenancy.
- (2) Before ending a tenancy pursuant to clauses (1)(a) to (n) or subsection (1.1), a landlord must give the tenant a reasonable period to remedy any of the circumstances mentioned in those provisions that are capable of being remedied.
- (3) A notice pursuant to this section must end the tenancy effective on a date that is:
- (a) not earlier than one month after the date the notice is received; and
 - (b) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.
- (4) A notice pursuant to this section must comply with section 63.
- (5) A tenant may dispute a notice pursuant to this section by giving written notice of that fact to the landlord within 15 days after the date the tenant receives the notice.
- (6) Subject to subsection (7), if a tenant who has received a notice pursuant to this section does not give written notice to the landlord in accordance with subsection (5), the tenant:
- (a) is deemed to have accepted that the tenancy ends on the effective date of the notice; and
 - (b) must vacate the rental unit by that date.

(7) If a landlord has made an application for an order pursuant to section 67 before the period mentioned in subsection (5) has elapsed, the tenant is not deemed to have accepted that the tenancy ends on the effective date of the notice.

A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- (a) the tenant does not pay the security deposit within 30 days after the date the payment is due;**
- (b) the tenant is repeatedly late paying rent;**
- (c) there are an unreasonable number of people living in a rental unit;**
- (d) the tenant (or a person permitted on the residential property by the tenant) has significantly interfered with or unreasonably disturbed other tenants or neighbours, has seriously jeopardized the health, safety or lawful rights of another tenant or neighbour, or has put the landlord's property at significant risk;**
- (e) the tenant (or a person permitted on the residential property by the tenant) has engaged in noxious, offensive or illegal activity that has caused or is likely to cause damage to the landlord's property, that has or is likely to adversely affect other tenants or occupants of the property or adjacent property, or has or is likely to jeopardize the lawful rights or interests of other tenants or occupants of the property or adjacent property;**
- (f) the tenant (or a person permitted on the residential property by the tenant) has caused extraordinary damage to the rental unit**
- (g) the tenant does not repair damage to the residential property within a reasonable time;**
- (h) the tenant has breached an important term of the tenancy agreement and not remedied the problem within a reasonable time;**
- (h.1) the tenant (or a person permitted on the residential property by the tenant) has repeatedly violated the landlord's rules;**
- (i) the tenant attempts to assign or sublet the rental unit without obtaining the landlord's written consent;**
- (j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;**
- (k) the rental unit must be vacated in accordance with the order of any lawful authority, including the ORT;**
- (l) if the landlord is a public housing authority or provides a housing program, the tenant has breached a provision of the tenancy agreement that the landlord reasonably requires the tenant to comply with;**
- (m) the tenant has not complied with an order under the Act within 30 days after the tenant is served with the order and the date the tenant must comply with the order;**
- (n) a hearing officer determines the landlord has reasonable grounds to end the tenancy;**
- (o) the rental unit is in a detached house which also serves as the landlord's place or residence, the**

landlord has given the tenant written notice that any smoking in the property will end the tenancy and the tenant (or a person permitted in the rental unit by the tenant, continues to smoke in the property after receiving notice;

(1.1) the tenant has breached a municipal bylaw or has failed to pay municipal charges that could result in an assessment against the landlord's property taxes.

A notice to end the tenancy on any of the above grounds must be given in writing using Form 8, no later than one month before the day of the month, (or week, in a weekly tenancy) that rent is payable under the tenancy agreement. The landlord must give the tenant a reasonable period of time to remedy the circumstances on which the notice is based, if they are capable of being remedied. A tenant may dispute a notice by giving written notice to the landlord within 15 days after receiving the notice, failing which, the tenant will be expected to vacate the unit by the date specified in the notice.

Relevant Decisions:

[*Rosetown Housing Authority v. N.E., 2016 SKORT 366*](#)

[*R.H. v. D.N., 2017 SKORT 089*](#)

[*N.O. v. S.O., 2016 SKORT 080*](#)

Subsection 58(1)(a):

[*Stewart Property Holdings Ltd. v. R.A., 2016 SKORT 268*](#)

Subsection 58(1)(b):

[*Boardwalk REIT Properties Ltd. v. A.L., 2016 SKORT 090*](#)

[*Meadow Lake Housing Authority v. S.N., 2016 SKORT 322*](#)

[*Boardwalk REIT Properties Holdings Ltd. v. N.L., 2016 SKORT 241*](#)

Subsection 58(1)(c):

[*Mainstreet Equity Corp. v. R.M., 2016 SKORT 181*](#)

Subsection 58(1)(d):

[*Dundurn Housing Authority v N.F., 2016 SKORT 032*](#)

[*Borden Housing Authority v. N.T., 2015 SKORT 068*](#)

[*La Loche Non Profit Housing Corporation v. I.A., 2016 SKORT 201*](#)

[*Camponi Housing Corp. v. L.N., 2016 SKORT 166*](#)

[*Wascana Property Management Ltd. v. B.D., 2016 SKORT 290*](#)

[*P.A. Community Housing Society Inc. v. E.I., 2016 SKORT 071*](#)

[*Ile a La Crosse Housing Authority. v. Y.D., 2016 SKORT 297*](#)

[*Real Canadian Property Management Professional Inc. v. C.N., 2016 SKORT 184*](#)

[*N.O. v. S.O., 2016 SKORT 080*](#)

Subsection 58(1)(e):

[*ICR Property Management Inc. v. A.N., 2016 SKORT 017*](#)

Subsection 58(1)(f):

[*Bienfait Housing Authority v. V.D., 2016 SKORT 337*](#)

[*La Loche Non Profit Housing Corporation v. I.A., 2016 SKORT 201*](#)

Subsection 58(1)(g):

[*Weidner Investment Services Inc. v. B.G., 2016 SKORT 086*](#)

Subsection 58(1)(h):

[Boardwalk REIT Properties Ltd. v. N.L., 2016 SKORT 129](#)
[Cress Housing Corporation v. E.U., 2016 SKORT 180](#)

Subsection 58(1)(h.1):

[Bracken Financial Services Inc. v. M.Y., 2016 SKORT 208](#)

Subsection 58(1)(n):

[Boardwalk REIT Properties Holdings Ltd. v. A.I., 2016 SKORT 191](#)

Relevant Links:

[Ending a Tenancy – Eviction for Cause](#)
[Form 8 – Notice to Vacate - One Calendar Month](#)

Landlord's notice: end of employment with the landlord

59(1) A landlord may end the tenancy of a person employed as a caretaker, manager or superintendent of the residential property of which the rental unit is a part by giving notice to end the tenancy if:

- (a) the rental unit was rented or provided to the tenant for the term of his or her employment; and
- (b) the tenant's employment as a caretaker, manager or superintendent is ended.

(2) An employer may end the tenancy of an employee respecting a rental unit rented or provided by the employer to the employee to occupy during the term of employment by giving notice to end the tenancy if the employment is ended.

(3) A notice pursuant to this section to end the tenancy is effective on a date that:

- (a) is not earlier than one month after the date the tenant receives the notice; and
- (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

(4) A notice pursuant to this section must comply with section 63.

(5) A tenant may dispute a notice pursuant to this section by giving written notice of that fact to the landlord within 15 days after the date the tenant receives the notice.

(6) Subject to subsection (7), if a tenant who has received a notice pursuant to this section does not give written notice to the landlord in accordance with subsection (5), the tenant:

- (a) is deemed to have accepted that the tenancy ends on the effective date of the notice; and
- (b) must vacate the rental unit by that date.

(7) If a landlord has made an application for an order pursuant to section 67 before the period mentioned in subsection (5) has elapsed, the tenant is not deemed to have accepted that the tenancy ends on the effective date of the notice.

A landlord may end the tenancy of an employee of the residential property if the rental unit was rented to the tenant for the term of their employment and the employment is ended. The landlord must give a calendar months' notice to vacate.

A notice to end the tenancy must be given in writing, no later than one month before the day of the month, (or week, in a weekly tenancy) that rent is payable under the tenancy agreement. A tenant may dispute a notice by giving written notice to the landlord within 15 days after receiving the notice, failing which, the tenant will be expected to vacate the unit by the date specified in the notice.

Relevant Links:

[Ending a Tenancy – Eviction of Employee](#)

[Form 8a – Notice to Vacate - Employee](#)

Landlord's notice: landlord's use of property

60(1) In this section:

- (a) **“close family member or friend”** means, in relation to an individual, any of the following:
 - (i) the individual's spouse;
 - (ii) a child of the individual or the individual's spouse;
 - (iii) a parent or legal guardian of the individual or the individual's spouse;
 - (iv) a brother or sister of the individual or the individual's spouse;
 - (v) a grandparent of the individual or the individual's spouse;
 - (vi) an uncle or aunt of the individual or the individual's spouse;
 - (vii) a nephew or niece of the individual or the individual's spouse;
 - (viii) any other person who a hearing officer is satisfied has a close relationship with the individual and should be recognized for the purposes of this section;
- (b) **“family corporation”** means a corporation in which all the voting shares are owned by:
 - (i) one individual; or
 - (ii) one individual together with one or more of that individual's close family members or friends;
- (c) **“landlord”** means:
 - (i) for the purposes of subsection (4), an individual who:
 - (A) at the time of giving the notice, is entitled to possession of the rental unit; and
 - (B) holds not less than a one-half interest; and
 - (ii) for the purposes of subsection (5), a family corporation that:

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- (A) at the time of giving the notice, is entitled to possession of the rental unit;
and
- (B) holds not less than a one-half interest;
- (d) **“purchaser”** means a purchaser that has agreed to purchase at least a one-half interest in the rental unit;
- (e) **“spouse”** means, with respect to an individual:
- (i) the legally married spouse of the individual; or
 - (ii) another individual who has cohabited with the individual as spouses continuously for a period of not less than two years.
- (2) Subject to section 62, a landlord may end a periodic tenancy for a purpose mentioned in subsection (4), (5), (6), (7) or (7.1) by giving notice to end the tenancy.
- (3) Subject to subsection (3.1), a notice pursuant to this section to end the tenancy is effective on a date that:
- (a) is not earlier than two months after the date the tenant receives the notice; and
 - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.
- (3.1) A notice pursuant to this section to end the tenancy is effective on a date that is not earlier than one month after the date on which the tenant receives the notice, in the case of termination pursuant to subsection (6) or (7.1).
- (4) A landlord who is an individual may end a periodic tenancy respecting a rental unit if the landlord or a close family member or friend of the landlord intends in good faith to occupy the rental unit.
- (5) A landlord that is a family corporation may end a periodic tenancy respecting a rental unit if an individual owning voting shares in the corporation, or a close family member or friend of that individual, intends in good faith to occupy the rental unit.
- (6) A landlord may end a periodic tenancy respecting a rental unit if:
- (a) the landlord enters into an agreement in good faith to sell the rental unit;
 - (b) all the conditions on which the sale depends have been satisfied; and
 - (c) the purchaser asks the landlord, in writing, to give notice to end the tenancy on one of the following grounds:
 - (i) the purchaser is an individual and the purchaser, or a close family member or friend of the purchaser, intends in good faith to occupy the rental unit;
 - (ii) the purchaser is a family corporation and an individual owning voting shares in the corporation, or a close family member or friend of that individual, intends in good faith to occupy the rental unit.

(7) A landlord may end a periodic tenancy respecting a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:

- (a) demolish the rental unit;
- (b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant;
- (c) convert the residential property to condominiums pursuant to *The Condominium Property Act, 1993*;
- (d) convert the residential property into a continuing housing co-operative as defined in *The Co-operatives Act, 1996*;
- (e) convert the rental unit for use by a caretaker, manager or superintendent of the residential property;
- (f) convert the rental unit to a non-residential use.

(7.1) A landlord may end a periodic tenancy respecting a rental unit if:

- (a) the landlord intends to convert the rental unit for use in a housing program;
- (b) the tenant in a rental unit is not eligible for continued participation in a housing program;
or
- (c) a tenant in a rental unit that is part of a housing program occupies a rental unit whose size or structural features exceed the requirements of the tenant and the tenant's family.

(8) A notice pursuant to this section must comply with section 63.

(9) A tenant may dispute a notice pursuant to this section by giving written notice of that fact to the landlord within 15 days after the date the tenant receives the notice.

(10) Subject to subsection (11), if a tenant who has received a notice pursuant to this section does not give written notice to the landlord in accordance with subsection (9), the tenant:

- (a) is deemed to have accepted that the tenancy ends on the effective date of the notice; and
- (b) must vacate the rental unit by that date.

(11) If a landlord has made an application for an order pursuant to section 67 before the period mentioned in subsection (9) has elapsed, the tenant is not deemed to have accepted that the tenancy ends on the effective date of the notice.

A landlord may end a periodic tenancy (e.g. month to month) for certain reasons related to the landlord's use of the property. The reasons are as follows:

- **The landlord or a close family member or friend of the landlord intends to occupy the rental unit;**
- **The landlord sells the rental property to someone who intends to occupy the property;**
- **Demolition;**
- **Renovations and repairs that require the unit to be vacant;**

- Conversion of the rental property into condominiums;
- Conversion of the rental property into a housing cooperative;
- Conversion of the rental property for use by an employee of the property;
- Conversion of the rental property to a non-residential use;
- Conversion of the rental property into a housing program;
- The tenant is in a rental unit who is not eligible for continuous participation in the housing program;
- The tenant's family exceeds the rental unit's size or structural features as required by the housing program.

A notice to end the tenancy because the landlord or a close family member or friend of the landlord is moving into the rental unit, there are renovations requiring the tenant to vacate, demolition of the unit, or conversion to non-residential use, must be given in writing, no later than two months before the day of the month, (or week, in a weekly tenancy) that rent is payable under the tenancy agreement. A tenant may dispute a notice by giving written notice to the landlord within 15 days after receiving the notice, failing which, the tenant will be expected to vacate the unit by the date specified in the notice.

A notice to end the tenancy because the rental unit was sold to someone who will occupy the property or because the landlord intends to convert the rental unit into a housing program, the tenant is not eligible for the housing program or the tenant's family size exceeds the rental unit structural features, must be given in writing, no later than one month before the day of the month, (or week, in a weekly tenancy) that rent is payable under the tenancy agreement. A tenant may dispute a notice by giving written notice to the landlord within 15 days after receiving the notice, failing which, the tenant will be expected to vacate the unit by the date specified in the notice.

Relevant Decisions:

[*N.D. v. A.M., 2017 SKORT 116*](#)

[*U.U. v. L.S., 2016 SKORT 197*](#)

[*Buffalo Narrows Regional Housing Authority v. R.A., 2016 SKORT 195*](#)

[*I.A. v. E.C., 2016 SKORT 165*](#)

[*Universal Realty Ltd. v. E.O., 2015 SKORT 021*](#)

[*The Vineyard Property Corp. v. N.S., 2014 SKORT 030*](#)

[*C.S. v. S.E., 2016 SKORT 194*](#)

Relevant Links:

[Ending a Tenancy](#)

[Form 8b – Notice to Vacate so Owner can Occupy](#)

[Form 8c – Notice to Vacate so Purchaser can Occupy](#)

[Form 8d – Notice to Vacate for Specified Uses](#)

[Form 8e – Notice to Vacate – Housing Program Purposes](#)

Written agreement required

60.1(1) Unless a landlord and tenant agree otherwise in writing, the acceptance by the landlord of arrears or compensation for the use or occupation of the residential premises after the tenant has been given notice of termination does not operate as a waiver of the notice, a reinstatement of the tenancy or the creation of a new tenancy.

(2) The burden of proving a waiver of notice, a reinstatement of tenancy or the creation of a new tenancy is on the person making the claim.

If a tenant has been served a notice to vacate for rent arrears and the tenant later pays the arrears or another sum to the landlord for use of the premises, the landlord can still pursue an eviction. Unless the landlord and tenant agree otherwise in writing, the tenancy is not reinstated, the notice is not void, and there is no creation of a new tenancy as a result of the landlord accepting the payment.

If the tenant believes that the landlord agreed to reinstate the tenancy, to void the notice to vacate or to create a new tenancy after the acceptance of the arrears or other sum, the tenant must prove this to be true.

Relevant Decisions:

[N.H. v. N.U., 2017 SKORT 095](#)

[L.N. v. L.C., 2017 SKORT 059](#)

Tenant may end tenancy early following notice pursuant to section 60

61(1) If a landlord gives a tenant notice to end a periodic tenancy pursuant to section 60, the tenant may end the tenancy earlier by:

- (a) giving the landlord at least 10 days' written notice to end the tenancy on a date that is earlier than the effective date of the landlord's notice; and
- (b) paying the landlord, on the date the tenant's notice is given, the proportion of the rent due to the effective date of the tenant's notice, unless subsection (2) applies.

(2) If the tenant paid rent before giving a notice pursuant to subsection (1), on receiving the tenant's notice, the landlord must refund any rent paid for a period after the effective date of the tenant's notice.

(3) A notice pursuant to this section does not affect the tenant's right to compensation pursuant to section 62.

If the landlord gives the tenant a notice to vacate for the following below reasons:

- **The landlord or a close family member or friend of the landlord intends to occupy the rental unit;**
- **The landlord sells the rental property to someone who intends to occupy the property;**
- **Demolition;**
- **Renovations and repairs that require the unit to be vacant;**
- **Conversion of the rental property into condominiums;**
- **Conversion of the rental property into a housing cooperative;**
- **Conversion of the rental property for use by an employee of the property;**
- **Conversion of the rental property to a non-residential use;**
- **Conversion of the rental property into a housing program;**

- **The tenant is in a rental unit who is not eligible for continuous participation in the housing program;**
- **The tenant's family exceeds the rental unit's size or structural features as required by the housing program.**

The tenant may end the tenancy earlier by giving the landlord 10 days' notice and the tenant is only required to pay the proportion of rent that due to the effective date of the tenant's notice.

Tenant's compensation: section 60 notice

62 A tenant may apply for an order pursuant to section 70 for compensation from the landlord, or the purchaser, as applicable pursuant to section 60, for compensation for the tenant's losses resulting from both of the following circumstances:

- (a) the landlord has given the tenant notice to end a tenancy pursuant to section 60; and
- (b) either:
 - (i) steps have not been taken to accomplish the purpose for ending the tenancy stated in the notice pursuant to section 60 within a reasonable period after the effective date of the notice; or
 - (ii) the rental unit is not used for the purpose stated in the notice for at least six months beginning within a reasonable period after the effective date of the notice.

If the Landlord gives the Tenant a notice to vacate for the following below reasons:

- **The landlord or a close family member or friend of the landlord intends to occupy the rental unit;**
- **The landlord sells the rental property to someone who intends to occupy the property;**
- **Demolition;**
- **Renovations and repairs that require the unit to be vacant;**
- **Conversion of the rental property into condominiums;**
- **Conversion of the rental property into a housing cooperative;**
- **Conversion of the rental property to a non-residential use;**
- **Conversion of the rental property for use by an employee of the property;**
- **Conversion of the rental property into a housing program;**
- **The tenant is in a rental unit who is not eligible for continuous participation in the housing program;**
- **The tenant's family exceeds the rental unit's size or structural features as required by the housing program;**

and the tenant has vacated the rental unit and steps have not been taken to accomplish the purpose for ending the tenancy within a reasonable period or the rental unit is not used for the purpose that the landlord stated within six months, the tenant can apply for compensation due to the losses resulting from the eviction.

Relevant Link:

[Form 9 – Tenant Application for a Claim](#)

Form and content of notice to end tenancy

63 To be effective, a notice to end a tenancy must be in writing and must:

- (a) be dated and identified as originating from the landlord or tenant giving the notice;
- (b) give the address of the rental unit;
- (c) state the effective date of the end of the tenancy;
 - (c.1) when given by a tenant, state the grounds for ending the tenancy if the grounds are that the landlord is in breach of a material term of the tenancy agreement;
- (d) when given by a landlord, state the grounds for ending the tenancy; and
- (e) when given by a landlord, be in the approved form.

A notice to end a tenancy given by a landlord must be in writing and in the approved form, be dated, give the address of the rental unit, state the effective date of the end of tenancy and state the reason for ending the tenancy.

A notice to end a tenancy given by a tenant must be in writing, must be dated, give the address of the rental unit, effective date of the end of the tenancy and state the reason for ending the tenancy if the reason is that the landlord breached an important term of the rental agreement.

Relevant Decision:

[A.L. v. R.R., 2017 SKORT 004](#)

Relevant Link:

[Ending a Tenancy](#)

Incorrect effective dates automatically changed

64(1) If a landlord or tenant gives notice to end a tenancy effective on a date that does not comply with this Division, the notice is deemed to be changed in accordance with subsection (2) or (3), as applicable.

(2) If the effective date stated in the notice is earlier than the earliest date permitted pursuant to the applicable section, the effective date is deemed to be the earliest date that complies with this Division.

(3) In the case of a notice to end a tenancy, other than a notice pursuant to subsection 56(2) or section 57 or 61, if the effective date stated in the notice is any day other than the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement, the effective date is deemed to be the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement:

- (a) that complies with the required notice period; or
- (b) if the landlord gives a longer notice period, that complies with that longer notice period.

If a landlord or tenant gives a notice to vacate with an effective date earlier than allowed by the legislation, the effective date for the end of the tenancy is the earliest date that is allowed by the legislation.

DIVISION 1.1
Victims of Interpersonal Violence

Interpretation of Division

64.1 In this Division:

- (a) **“authorized person”** means the authorized person as defined in section 12.1 of *The Victims of Interpersonal Violence Act*;
- (b) **“interpersonal violence”** means interpersonal violence as defined in clause 2(e.1) of *The Victims of Interpersonal Violence Act*.

An “authorized person” is a person within the Victim Services branch of the Ministry of Justice that has authority to grant a certificate to a victim of interpersonal violence. Interpersonal violence means an intentional act or omissions that causes bodily harm to a person or damage to property, any act or threatened act that causes a reasonable fear of bodily harm or damage to property forced confinement, sexual abuse, harassment or deprivation of necessities.

Ending tenancy for interpersonal violence

64.2(1) A tenant may end a fixed term tenancy on grounds of interpersonal violence by giving notice in accordance with subsection (2).

(2) To end a tenancy pursuant to subsection (1), the tenant shall serve the landlord with:

- (a) a notice at least 28 days before the day that the tenancy is to end; and
- (b) a certificate in the approved form signed by the authorized person.

(3) A notice to end a tenancy pursuant to this section must:

- (a) be in writing;
- (b) be dated and identified as originating from the tenant giving the notice;
- (c) state the effective date of the end of the tenancy;
- (d) state that the grounds for ending the tenancy are interpersonal violence; and
- (e) be served no later than 90 days after the date on which the certificate mentioned in clause (2)(b) is issued.

(4) If notice to end a tenancy is served pursuant to this section:

- (a) the tenant is responsible for payment of rent only until the end of the period of notice mentioned in clause (2)(a) and the rent payable during the notice period shall be prorated if necessary;
- (b) the tenant shall not be subject to any liquidated damages or penalty pursuant to the tenancy

agreement that would be due only because of early ending of the tenancy agreement; and

(c) on the written request of the tenant, the landlord shall apply the security deposit paid with respect to the residential premises in payment of the rent payable during the notice period mentioned in clause (2)(a).

(5) If a tenancy is ended pursuant to this section, the tenancy agreement is ended for all of the tenants in the same residential premises.

(6) If a tenancy is held by more than one tenant, the landlord must notify the other tenants that the tenancy agreement is being ended.

(7) Nothing in subsection (5) or (6) prevents the other tenants and the landlord from entering into a new tenancy agreement.

(8) Notwithstanding section 82.1, if the notice to end the tenancy pursuant to this section and the certificate mentioned in clause (2)(b) are not properly served on the landlord, the effective date of the end of the tenancy is the later of:

(a) 28 days from the date on which the landlord received the notice and certificate; and

(b) the effective date set out in the notice.

(9) Neither the landlord nor any other tenant mentioned in subsection (5) may apply to a court or to the director pursuant to section 70 for an order to set aside a notice given pursuant to this section.

If a tenant is a victim of interpersonal violence, they can end a fixed-term tenancy in 28 days by providing a landlord with a Notice to Vacate Early for Cause (Form 6a) and a certificate granted by the Victim Services Branch of the Ministry of Justice. The Tenant is responsible to pay rent only until the last day of the tenancy on the notice they give to the landlord, and may ask a landlord to use a security deposit to cover that rent. If the notice is not served properly, it takes effect 28 days from when it is given to a landlord. If one tenant ends a tenancy because they are a victim of interpersonal violence, the tenancy ends for all other tenants on the same agreement, but the remaining tenants are allowed to enter into a new agreement with the landlord. This notice is binding on the landlord, and cannot be challenged at a hearing with the ORT.

Relevant Links:

[Interpersonal Violence and Abuse Programs – How to End a Fixed Term Tenancy Agreement Form 6a – Tenant’s Notice to Vacate Early for Cause](#)

Requirement for confidentiality

64.3 A landlord shall ensure that any information received pursuant to this Division from or about a tenant is kept confidential unless the landlord is authorized by this Act or the regulations to disclose that information.

A landlord must ensure that any information they receive in regards to a victim of interpersonal violence is kept confidential unless they are authorized by the Act or Regulations to disclose that information.

DIVISION 2
Order of Possession of Rental Unit

When landlord may regain possession of rental unit

65 No landlord shall regain possession of a rental unit unless:

- (a) the tenant has vacated or abandoned the rental unit; or
- (b) the landlord obtains an order for possession, and a writ of possession has been directed to a sheriff, pursuant to subsection 70(13).

No landlord may change the locks on a rental unit and regain possession of the unit unless the tenant has vacated or abandoned it or the landlord obtains an order from the ORT and a writ of possession has been directed to a sheriff of the Court of Queen's Bench.

Relevant Decision:

[*D.R. v. N.K., 2016 SKORT 078*](#)

Relevant Link:

[*Enforcing a Judgement*](#)

Order of possession for the tenant

66(1) A tenant who has entered into a tenancy agreement with a landlord may apply for an order of possession of the rental unit pursuant to section 70.

(2) A hearing officer may grant an order of possession for the purposes of this section before, on or after the date on which the tenant is entitled to occupy the rental unit under the tenancy agreement, and the order is effective on the date specified by the hearing officer.

(3) The date specified pursuant to subsection (2) is not to be earlier than the date the tenant is entitled to occupy the rental unit.

(4) On an application made pursuant to subsection (1), if the hearing officer determines that a landlord has locked a tenant out of a rental unit without justification, the hearing officer may award punitive damages against the landlord.

A tenant who has been locked out of the rental unit or in circumstances where the landlord has otherwise regained possession of the unit, on or after the date which the tenant is entitled to occupy the rental unit according to the tenancy agreement, may apply to the ORT for an order directing possession.

If the hearing officer determines that a tenant has been locked out of the rental unit without justification, the hearing officer may award monies against the landlord as punishment.

Relevant Decision:

[*Y.N. v. Leno Investments Inc., 2016 SKORT 111*](#)

When landlord may apply for order to end tenancy and to gain possession

67(1) If a tenant gives notice pursuant to subsection 58(5), 59(5) or 60(9), the landlord may apply for an order pursuant to section 70 ending the tenancy.

(2) The onus is on the landlord in an application made for the purposes of subsection (1) to demonstrate that the landlord is entitled to end the tenancy.

(3) A landlord may apply for an order of possession of a rental unit in any of the following circumstances:

- (a) a notice to end the tenancy has been given by the tenant;
- (b) a notice to end the tenancy has been given by the landlord;
- (c) the tenancy agreement is a fixed term tenancy agreement;
- (d) the landlord and tenant have agreed in writing that the tenancy is ended;
- (e) any other circumstances exist in which a hearing officer considers it just and equitable to end the tenancy and give the landlord an order of possession of the rental unit.

(4) On an application made pursuant to subsection (3), a hearing officer may grant an order of possession before, on or after the date when a tenant is required to vacate a rental unit, and the order takes effect on the date specified in the order.

(5) Notwithstanding any other provision of this Act, if an order is made pursuant to *The Safer Communities and Neighbourhoods Act* that ends a tenancy or entitles a landlord to possession of a rental unit, the tenancy ends and the landlord is entitled to possession in accordance with the order.

A landlord may apply to end the tenancy if the tenant gives written notice to the landlord disputing landlord's notices to end the tenancy under any of sections 58, 59 or 60. The onus is on the landlord to prove that they are entitled to possession.

A landlord may also apply for an order of possession of a rental unit if a notice to end the tenancy has been given by either the tenant or landlord, there is a fixed term tenancy agreement, both parties have agreed in writing that the tenancy has ended or any other circumstance in which a hearing officer considers it just and equitable.

The hearing officer may grant an order of possession before, on or after the date when the tenant is required to vacate a rental unit.

If an order ending a tenancy is made pursuant to *The Safer Communities and Neighbourhoods Act*, the tenancy ends and the landlord is entitled to possession in accordance with the order. *The Safer Communities and Neighbourhoods Act* improves community safety by targeting and if necessary, shutting down residential units that are regularly used for illegal activities.

Relevant Decisions:

[G.T. v., N.R., 2017 SKORT 105](#)

[M.R. v. R.N., 2016 SKORT 336](#)

Relevant Links:

[Form 9a – Landlord Application for Possession](#)
[Safer Communities and Neighbourhoods \(SCAN\)](#)

Landlord's application for order ending tenancy early

68(1) Notwithstanding section 55, a landlord may apply for an order of possession pursuant to section 70 and for an order to end the tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given pursuant to section 58.

(2) A hearing officer may make an order specifying the date on which the tenancy ends and the effective date of the order of possession if the hearing officer is satisfied that:

(a) the tenant or a person permitted on the residential property by the tenant has done any of the following:

(i) significantly interfered with or unreasonably disturbed another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;

(ii) seriously jeopardized the health or safety or a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;

(iii) put the landlord's property at significant risk;

(iv) engaged in a noxious, offensive or illegal activity that:

(A) has caused or is likely to cause damage to the landlord's property;

(B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
or

(C) has jeopardized or is likely to jeopardize a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;

(v) caused extraordinary damage to the residential property; and

(b) it would be unreasonable to wait for a notice to end the tenancy pursuant to section 58 to take effect.

(3) If an order is made for the purposes of this section, the landlord is not required to give the tenant any notice to end the tenancy.

(4) If an application for an order of possession pursuant to this section is denied, the hearing officer may:

(a) make an order ending the tenancy as if the landlord had given notice to end the tenancy pursuant to section 58; and

(b) make any other order that the hearing officer could make as if the notice mentioned in clause (a) were a notice to end the tenancy given pursuant to section 58.

A landlord may apply to the ORT for an order that will end the tenancy early if it would be unreasonable to require the landlord to give a calendar months' notice (section 58). In such circumstances, a landlord does not have to give notice using an approved form but does have to make an application to the ORT on a Form 9 to proceed to a hearing to obtain an Order of Possession.

This type of order may grant a landlord possession effective immediately if a tenant has done any of the following:

- significantly interfered with or unreasonably disturbed another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
- seriously jeopardized the health or safety or a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
- put the landlord's property at significant risk;
- engaged in a noxious, offensive or illegal activity that has caused or is likely to cause damage to the landlord's property, has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property, or has jeopardized or is likely to jeopardize a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
- caused extraordinary damage to the residential property.

To be successful the landlord must prove that it would be unreasonable to wait a calendar month for possession. A hearing officer does have the power, however, to make an order granting possession under these circumstances effective in a calendar month if they feel that is just and equitable.

Relevant Decisions:

[*Meadow Lake Housing Authority v. I.U., 2016 SKORT 291*](#)

[*Leno Investments Inc. v. E.L., 2017 SKORT 007*](#)

[*Saretzky Holdings Ltd. v. D.R., 2017 SKORT 008*](#)

Subsection 68(2)(a)(i):

[*P.R. Investments Inc. v. Y.L., 2016 SKORT 036*](#)

[*Progressive Property Management Ltd. v. R.R., 2016 SKORT 143*](#)

Subsection 68(2)(a)(ii):

[*Boardwalk REIT Properties Holdings Ltd. v. E.T., 2016 SKORT 230*](#)

[*L.O. v. R.A., 2016 SKORT 144*](#)

Subsection 68(2)(a)(iii):

[*R.W. v. S.A., 2016 SKORT 187*](#)

[*Regina Housing Authority v. R.M., 2016 SKORT 140*](#)

[*N.W. v. E.A., 2016 SKORT 115*](#)

[*N.B. v. A.R., 2016 SKORT 266*](#)

Subsection 68(2)(a)(iv):

[*ICR Property Management Inc. v. I.F., 2016 SKORT 203*](#)

[*PEG Property Enhancement Group Inc. v. N.Z., 2016 SKORT 026*](#)

[*S.M. v. R.Y., 2016 SKORT 298*](#)

Subsection 68(2)(a)(v):

[L.K. v. U.N., 2016 SKORT 007](#)

[N.N. v. R.O., 2016 SKORT 089](#)

[Mainstreet Equity Corp. v. E.A., 2016 SKORT 272](#)

Subsection 68(4):

[D.U. v. I.D., 2016 SKORT 160](#)

[ICR Property Management Inc. v. A.N., 2016 SKORT 017](#)

Relevant Links:

[Form 9b – Landlord Application for Possession – Urgent Matters](#)

What happens if a tenant does not leave when tenancy ended

69(1) In this section:

(a) **“new tenant”** means a tenant who has entered into a tenancy agreement respecting a rental unit but who is prevented from occupying the rental unit by an overholding tenant;

(b) **“overholding tenant”** means a tenant who continues to occupy a rental unit after the tenant’s tenancy is ended.

(2) The landlord must not take actual possession of a rental unit that is occupied by an overholding tenant unless the landlord obtains an order for possession, and a writ of possession has been directed to a sheriff, pursuant to subsection 70(13).

(3) A landlord may claim compensation from an overholding tenant for any losses or expenses, including a loss of rental income, that the landlord has incurred as a result of the overholding.

(4) If a landlord is entitled to claim compensation from an overholding tenant pursuant to subsection (3) and a new tenant brings proceedings against the landlord to enforce his or her right to possess or occupy the rental unit that is occupied by the overholding tenant, the landlord may apply to add the overholding tenant as a party to the proceedings.

If a tenant does not leave the rental unit at the end of the tenancy, a landlord must apply for possession of the unit. If the landlord has a new tenant waiting to occupy the unit, the landlord may claim compensation from the tenant who did not move out at the end of their tenancy for any losses or expenses, that the landlord has incurred as a result of the tenant not moving out.

Relevant Decisions:

[G.T. v. N.R., 2017 SKORT 105](#)

[R.L. v. C.B., 2016 SKORT 012](#)

[E.L. v. B.E., 2016 SKORT 025](#)

Relevant Links:

[Form 9b – Landlord Application for Possession – Urgent Matters](#)

PART VI

Applications, Arbitrations, Proceedings and Orders

Application to director

70(1) An application for an order respecting any residential tenancy dispute between a landlord and a tenant must be made in the form and manner that the director may direct.

(2) Subject to subsections (14) and (14.1) and *The Fee Waiver Act*, if an application is made pursuant to subsection (1) and the prescribed application fee is paid to the director:

(a) the director shall:

(i) select a hearing officer from the panel of hearing officers appointed pursuant to section 73 to hear the matter or determine that the director will be the hearing officer to hear the matter; and

(ii) issue to the applicant a written notice of the date, time, place and means of hearing; and

(b) the applicant shall serve that notice on those persons concerned with the matter that the director may direct and in the manner the director may direct.

(2.1) The director may, from time to time, adjourn a hearing and give the parties notice of the adjournment.

(2.2) A notice of an adjournment pursuant to subsection (2.1) must be served by personal service, by registered or ordinary mail or in electronic form.

(2.3) The director may direct that a hearing be conducted by electronic means or by telephone.

(3) The director shall issue a written notice of the date, time, place and means of a hearing and cause the notice to be served on all parties concerned with the matter if:

(a) the director becomes aware of a possible contravention of or failure to comply with this Act, the regulations, an order made pursuant to this Act or a tenancy agreement; and

(b) the director determines that it is in the public interest to hold a hearing.

(4) For the purposes of subsection (3), the director shall select a hearing officer from the panel of hearing officers appointed pursuant to section 73 to hear the matter or determine that the director will be the hearing officer to hear the matter.

(5) On receiving an application pursuant to subsection (1) or determining pursuant to subsection (3) that a hearing should be held, the director may direct an investigation into the matter.

(6) After holding a hearing pursuant to this section, a hearing officer may make any order the hearing officer considers just and equitable in the circumstances, including all or any of the following:

(a) an order directing any person found contravening or failing to comply with a tenancy agreement, this Act, the regulations or an order made pursuant to this Act to stop that contravention or failure and to so comply;

(b) an order requiring a tenant to pay to the director all or any part of any instalment of rent otherwise payable to the landlord;

(c) an order requiring the payment of damages including the payment of any arrears of rent payable to the landlord;

- (d) subject to section 68, an order granting possession of a rental unit;
 - (e) an order determining the disposition of a security deposit and any accrued interest pursuant to section 33;
 - (f) an order determining the validity of a notice of rent increase pursuant to section 53.1 or 54.
- (7) If an order is made pursuant to clause (6)(b), the hearing officer may direct that the moneys paid to the director be used to remedy the landlord's contravention of or failure to comply with a tenancy agreement, this Act, the regulations or an order made pursuant to this Act.
- (8) For the purposes of a hearing pursuant to this section:
- (a) a submission may be made:
 - (i) orally, including by telephone; or
 - (ii) in writing; and
 - (b) another party to the hearing is to be given an opportunity to rebut a submission mentioned in clause (a) at the time of the hearing, or at a later time, and in the manner the hearing officer considers appropriate.
- (9) On making an order pursuant to subsection (6), the director shall serve a copy of the order and a copy of section 72 on each party involved in the matter with respect to which the order was made.
- (10) The director may serve the copies mentioned in subsection (9):
- (a) by personal service;
 - (b) by ordinary mail; or
 - (c) in the case of service on the tenant, by causing a copy of the order to be posted on the door of the tenant's rental unit.
- (11) In any application by a landlord for possession of a rental unit, the tenant may also request an order of relief pursuant to this section and a hearing officer may grant that relief if it appears to the hearing officer that:
- (a) a notice to end the tenancy agreement was given to the tenant because of the tenant's good faith complaint to the director or to any other agency of the Government of Saskatchewan, the Government of Canada or a municipality alleging the contravention of any Act, bylaw or other law dealing with health or safety standards, including housing standards;
 - (b) a notice to end the tenancy agreement was given to the tenant because of the tenant's attempt to secure or enforce the tenant's rights pursuant to this Act;
 - (c) the landlord has contravened a provision of the tenancy agreement or has contravened any standard condition; or

(d) a notice to the end the tenancy agreement was given to the tenant for non-payment of rent pursuant to section 57 and the hearing officer is satisfied that:

(i) the non-payment of rent relates to amounts that are the result of an increase to the rent and the landlord increased the rent for the purpose of enabling the landlord to end the tenancy; and

(ii) it is just and equitable for the order to be made.

(12) An order for relief pursuant to subsection (11) may include any of the following terms on any conditions the hearing officer considers appropriate having regard to the conduct of the parties and any other circumstances of the proceedings:

(a) relief with respect to payment of rent or reasonable compensation;

(b) an order to restrain any contravention as mentioned in clause (11)(c).

(13) If a hearing officer decides that the landlord is entitled to possession of the rental unit, the hearing officer may make an order for possession and order a writ of possession in the prescribed form directed to the sheriff acting at the judicial centre nearest to the place where the rental unit is situated commanding the sheriff to place the landlord in possession of the rental unit as soon as is reasonably possible.

(14) The director may refuse to issue a written notice of hearing to, and a hearing officer may decline to make an order respecting, a landlord who:

(a) is in contravention of an order made pursuant to this Act; or

(b) has failed to forward a security deposit and any accrued interest to the director pursuant to section 33.

(14.1) The director may refuse to issue a written notice of hearing to, and a hearing officer may decline to make an order respecting, a tenant who is in contravention of an order that was previously made pursuant to this Act and that is currently in force

(15) **Repealed. 2008, c.34, s.10.**

Any application made by a landlord or tenant to the ORT must be done in the approved manner. If the application is completed correctly and either the filing fee is paid or the fee is waived, the ORT will schedule a hearing to resolve the dispute by picking a hearing officer to hear the matter, and issuing a Hearing Notice to the applicant with the date, time and place of the hearing to be served on the other party. The ORT may adjourn a hearing if it is necessary to do so, and will notify the parties if this happens. The ORT may schedule a hearing itself, and notify all parties, if there has been a possible contravention of or failure to comply with the Act, Regulations, an order under the Act or a tenancy agreement, and it is a matter which in the public interest requires a hearing.

It is within the discretion of the hearing officer to determine how a particular hearing will be run, including the possibility of a hearing taking place over the phone or by other electronic means or a person testifying by telephone or making a written statement. The Director may direct a hearing be conducted by telephone or by other electronic means.

Following a hearing a hearing officer may make a decision they consider just and equitable and may order a landlord or tenant fix any action that goes against the Act, Regulations or tenancy agreement, order a tenant to pay all or part of rent due to the landlord, order the payment of damages, grant possession of a rental unit, decide the entitlement of a landlord or tenant to a security depositor determine the validity of a notice of rent increase.

Once a decision has been made by the hearing officer, the ORT will send a copy to each party by personal service, ordinary mail, or by posting a copy to the door of a rental unit for a tenant.

In an application by a landlord for possession of a rental unit, a tenant may request a hearing officer grant them relief if the Notice to Vacate was given because of the tenant's good faith complaints to the ORT or any level of government alleging the landlord was breaking the law, the tenant's efforts to enforce tenant's rights, the landlord's breach of a provision of the tenancy agreement or non-payment of rent due to an increase meant to end the tenancy. A hearing officer may also order relief of rent payments or make an order to fix any contravention of a provision of the tenancy agreement.

The ORT may refuse to issue a hearing Notice or decision to a landlord who is in contravention of another order made by the ORT or has failed to forward a security deposit and interest to the Director as required by section 33. The ORT may also refuse to issue a hearing Notice or decision to a tenant who is in contravention of another order made by the ORT.

Relevant Links:

[Form 9 – Tenant Application for a Claim](#)

[Form 9c – Landlord Application – Monetary Claim](#)

[Form 9d – Landlord Application – Other](#)

Monetary limits for applications

71 An application for an order may be made pursuant to this Act respecting a monetary claim only if the amount claimed does not exceed the prescribed monetary limit, but the landlord or tenant making the monetary claim may abandon that part of the claim that is in excess of the prescribed monetary limit.

Claims for money cannot exceed the maximum limit set by the legislation, and if claims are made which exceed this limit, the landlord or tenant can reduce their claim to the limit. The maximum limit of a claim is currently \$30,000.

Relevant Link:

[Form 10 – Abandonment of Claim in Excess of \\$30,000](#)

Time limit for application

71.1 An application for an order pursuant to this Act must be made within two years after the date of the act or omission giving rise to the claim.

Any application made to the ORT must be made within 2 years after the date where someone's act or failure to act is the reason an application is being made.

Relevant Decision:

[Y.M. v. C.A., 2017 SKORT 011](#)

Appeals

72(1) Subject to subsections (1.1) and (1.3), any person who is aggrieved by a decision or order of a hearing officer or the director, whether or not the decision or order is made without notice, may appeal the decision or order on a question of law or of jurisdiction to the Court of Queen's Bench within 30 days after the date on which the decision or order is signed and dated by a hearing officer.

(1.1) The Court of Queen's Bench may extend the time for appeal for up to two years from the date on which the decision or order is signed and dated by a hearing officer if the proposed appellant can establish that the proposed appellant did not receive notice of the decision or order.

(1.2) An appeal pursuant to subsection (1) must be made at the judicial centre nearest to the location of the rental unit with respect to which the decision or order was made.

(1.3) Subject to the regulations, a tenant may appeal an order issuing a writ of possession pursuant to subsection 70(13) with respect to a failure to vacate a property in accordance with a notice served pursuant to subsection 57(1) only if the tenant continues to pay to the landlord the rent required to be paid pursuant to the tenancy agreement.

(1.4) At the conclusion of an appeal, the Court of Queen's Bench shall direct the disposition of the money deposited pursuant to subsection (1.3).

(2) Any person who is aggrieved by a decision of a judge of the Court of Queen's Bench pursuant to subsection (1) may appeal the decision to the Court of Appeal within 30 days after the date of the decision or order with leave of the Court of Appeal or a judge of that court.

(3) The appellant shall serve the notice of appeal or the application for leave to appeal pursuant to this section on the respondent and the director.

(4) The director is entitled to be represented at a hearing on an application for leave to appeal pursuant to this section.

(5) The director shall be made a party to any appeal pursuant to this section.

An appeal of an ORT decision can be made to the Court of Queen's Bench within 30 days of it being signed and dated by the hearing officer. Appeals may only be made in regard to a question of law or jurisdiction. If the person appealing can show the court that they were not notified of the decision/order, the court may extend the time to appeal the decision up to of 2 years. Any appeal must be made in the Queen's Bench courthouse located closest to the rental unit is where the appeal must be made. Any decision made by the Court of Queen's Bench may be further appealed by filing an application for leave of appeal to the Court of Appeal within 30 days of that decision.

If a tenant is appealing an eviction order based on rent arrears, they must continue to pay rent to the landlord during the appeal process.

Relevant Links:

[Court of Queen's Bench Locations and Sitting Times](#)
[Following a Hearing](#)

Hearing officers and powers on hearings

73(1) The Lieutenant Governor in Council may appoint one or more persons as hearing officers for the purposes of establishing a panel of hearing officers to hear matters that may be the subject of an order pursuant to this Act.

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- (2) A hearing officer has:
- (a) the powers conferred on a commission by sections 11, 15 and 25 of *The Public Inquiries Act, 2013* for the purposes of any hearing or other proceeding pursuant to this Act; and
 - (b) any other prescribed powers.
- (3) A hearing officer may adjourn a hearing:
- (a) from time to time and for any period that the hearing officer considers appropriate; and
 - (b) by any means, including by letter or in electronic form.
- (4) Notwithstanding that a person who is directly affected by a hearing is neither present nor represented at the hearing, if notice of the hearing is required to be given and has been given to the person, the hearing officer may:
- (a) proceed with the hearing; and
 - (b) make any decision as though that person were present.
- (5) Notwithstanding subsection (4), a hearing officer may, on application made by an affected person, rehear an application when:
- (a) an order has been made without hearing from the affected person; or
 - (b) the affected person can establish that he or she did not receive notice of the hearing.
- (6) If a hearing officer rehears an application pursuant to subsection (5), the hearing officer may rescind any order made with respect to the application before the rehearing.

Hearing officers have the power to adjourn hearings for a time period deemed appropriate. Even though someone is not present or represented, a hearing officer may choose to carry on with the hearing and make an order. However, an affected person may apply to have the matter re-heard if the affected person was not present and can establish they did not receive the hearing notice. The hearing officer may rescind their previous order if they chose to rehear an application.

Relevant Decision:

[*T.D. v. Elite Property Management Ltd., 2015 SKORT 081*](#)

Director may schedule hearings together

74 If two or more applications for an order pursuant to section 70 are made respecting related disputes with the same landlord, the director may schedule the applications to be heard at the same time.

Two or more application involving related disputes with the same landlord may be scheduled to be heard at the same time.

Relevant Decision:

[*The Vineyard Property Corp. v. N.S., 2014 SKORT 030*](#)

Rules of evidence do not apply

75 A hearing officer may admit as evidence, whether or not it would be admissible under the laws of evidence, any oral or written testimony or any record or thing that the hearing officer considers to be:

- (a) credible and trustworthy; and
- (b) relevant to the dispute.

Anything considered by the hearing officer to be credible, trustworthy, and relevant can be admitted as evidence, regardless of the legal rules of evidence.

Relevant Decision:

[Z.A. v. I.E., 2017 SKORT 082](#)

Correction or clarification of decisions or orders

76(1) Subject to subsection (2), a hearing officer may, with or without a hearing:

- (a) correct typographic, grammatical, arithmetic or other similar errors in his or her decision or order;
- (b) clarify the decision or order; and
- (c) deal with an obvious error or inadvertent omission in the decision or order.

(2) A hearing officer may take the steps described in subsection (1):

- (a) on the hearing officer's own initiative; or
- (b) subject to *The Fee Waiver Act*, at the request of a party and on the party paying to the director the prescribed application fee.

(3) A request made for a purpose mentioned in clause (1)(b) or (c) must be made within 15 days after the decision or order is received.

(4) A request mentioned in clause (2)(b) may be made without notice to another party, but the hearing officer or the director may order that another party be given notice.

(5) A hearing officer must not act pursuant to this section unless the hearing officer considers it just and reasonable to do so.

(6) If a hearing officer considers it appropriate and in the interests of justice to do so, the hearing officer may order the refund of an application fee paid pursuant to clause (2)(b) to the party paying the application fee.

Either a landlord or a tenant can request that a hearing officer correct any typographical, grammatical, arithmetic or other errors within a decision or order or fix any obvious error that may be present. A landlord or tenant may also request that certain points of a decision be clarified. A request for clarification or dealing with an obvious error or inadvertent omission must be made by a landlord or tenant within 15 days after the decision or order is received by filing a Form 11 with the ORT. If a landlord or tenant has to pay a filing fee to make this request, the hearing officer may order it be refunded. A hearing officer is also allowed to fix any error or offer clarification on their own. The hearing officer will not act unless they feel it is appropriate, reasonable and just to do so.

Relevant Links:

[Following a Hearing](#)

[Form 11 – Request to Correct or Clarify Order or Obvious Error](#)

Enforcement of order by filing in court

77(1) If no appeal has been made pursuant to section 72 and the time for appeal has expired, an order of the director or a hearing officer, whether or not the order was made without notice, may be filed in the Court of Queen’s Bench by filing a copy of the order certified by the director or the hearing officer who made the order to be a true copy.

(2) An order filed pursuant to subsection (1) is, on filing, enforceable as a judgment or order of the court in the same manner as any other judgment or order of the court.

If no appeal has been made to the Court of Queen’s Bench within the 30 day appeal period, or to the Court of Appeal following any appeal to the Court of Queen’s Bench, then an order where a monetary amount has been awarded may be registered with the Sheriff’s Office and is considered enforceable as a judgment of the Court.

Relevant Link:

[Enforcing a Judgement](#)

Stay of proceedings

78(1) Unless the Court of Queen’s Bench orders otherwise, all proceedings under an order, decision or determination appealed pursuant to subsection 72(1), including proceedings respecting the execution of a writ for possession issued pursuant to subsection 70(13), are stayed on the filing of the notice of appeal with the local registrar of the Court of Queen’s Bench until the appeal has been disposed of.

(2) Unless the Court of Appeal orders otherwise, all proceedings under an order or decision appealed pursuant to subsection 72(2), including proceedings respecting the execution of a writ for possession issued pursuant to subsection 70(13), are stayed on the filing of the application for leave to appeal with the registrar of the Court of Appeal:

- (a) until the application has been disposed of; and
- (b) if leave to appeal is granted, until the appeal has been disposed of.

Unless the Court of Queen’s Bench or Court of Appeal decides otherwise, the enforcement of any Writ of Possession or Order from the ORT is put on hold until a decision on the appeal is made.

PART VII
Offences and Penalties

Contravention of Act

79(1) No landlord or other person shall:

- (a) contravene or fail to comply with any provision of this Act, the regulations or an order made pursuant to this Act or the regulations; or
- (b) knowingly:
 - (i) make an untrue statement of fact in information required to be provided by this

Act, the regulations or an order made pursuant to this Act; or

(ii) fail to provide material information that is necessary to make a statement not misleading in light of the circumstances in which it was made.

(2) Every person who contravenes subsection (1) is guilty of an offence and liable on summary conviction:

(a) in the case of a corporation, to a fine not exceeding \$1,000; or

(b) in the case of an individual, to a fine not exceeding \$500, to imprisonment for not more than six months or to both that fine and imprisonment.

(3) Every director or officer of a corporation who assents to or acquiesces in any offence by the corporation pursuant to subsection (1), whether or not the corporation has been found guilty of the offence, is guilty of an offence and liable on summary conviction to a fine not exceeding \$500, to imprisonment for not more than three months or to both that fine and imprisonment.

(4) No landlord shall give a tenant notice to end a tenancy pursuant to section 60 and subsequently rent the residential property in which the rental unit is situated or the rental unit to another tenant on any grounds other than the grounds stated in the notice to end the tenancy.

(5) Every landlord who contravenes subsection (4) is guilty of an offence and liable on summary conviction:

(a) in the case of an individual, to a fine of not more than \$300, to imprisonment for a period not exceeding three months or to both that fine and imprisonment;

(b) in the case of a corporation, to a fine not exceeding \$1,000.

(6) No prosecution pursuant to this section is to be instituted after one year from the date that the alleged offence comes to the attention of the director.

(7) The conviction of the landlord or other person, or a director or officer of a corporation, does not relieve the landlord, the other person or a director or officer of the corporation, as the case may be, from the duty of carrying out and continuing to carry out or complying with the provisions of this Act or the standard conditions respecting which the conviction was made.

It is an offence to fail to comply with the Act, the Regulations or an order under the Act or Regulations, to knowingly make an untrue or misleading statement of fact or fail to provide important information that would make a statement not misleading. Any corporation found guilty may be liable for a fine of up to \$1,000, and any individual may be liable for a fine of up to \$500 or imprisonment for up to 6 months if convicted.

No landlord may give a notice to vacate pursuant to section 60 and re-rent the property for a reason other than what the notice to vacate was given for any of the following reasons:

- **The landlord or a close family member or friend of the landlord intends to occupy the rental unit;**
- **The landlord sells the rental property to someone who intends to occupy the property;**
- **Demolition;**

- **Renovations and repairs that require the unit to be vacant;**
- **Conversion of the rental property into condominiums;**
- **Conversion of the rental property into a housing cooperative;**
- **Conversion of the rental property to a non-residential use;**
- **Conversion of the rental property for use by an employee of the property;**
- **Conversion of the rental property into a housing program;**
- **The tenant is in a rental unit who is not eligible for continuous participation in the housing program;**
- **The tenant's family exceeds the rental unit's size or features as required by the housing program.**

Any corporation found guilty of this may face a fine up to \$1,000, and any individual may face a fine of up to \$300 or imprisonment of up to 3 months if convicted.

Convicting court may order compensation

80(1) On the application of a person who, in the opinion of the convicting court, is aggrieved as a result of an offence described in section 79, the convicting court, at the time a sentence is imposed, may order the person convicted of the offence to pay to the aggrieved person, within the period stated in the order:

(a) an amount the convicting court considers appropriate to satisfy or compensate for any loss or damage suffered by the aggrieved person as a result of the commission of the offence; and

(b) all or any of the costs sustained by the aggrieved person as a result of the loss or damage.

(2) The amounts ordered to be paid pursuant to subsection (1) may be imposed in addition to or instead of any penalty imposed pursuant to section 79.

Any individual who is the victim of an offense of section 79 may make an application to the court to be awarded any appropriate amount or costs suffered which may be added to, or substituted for, any penalty imposed by section 79.

PART VIII Regulations

Regulations

81 The Lieutenant Governor in Council may make regulations:

(a) requiring that on and after a date to be appointed in the regulations all tenancy agreements entered into must be in a form prescribed in the regulations;

(b) prescribing rules and forms required for the proper administration of this Act;

(c) prescribing standard conditions for tenancy agreements;

-
- (d) prescribing persons as public housing authorities for the purposes of clause 2(j);
 - (e) prescribing fees that are not to be included for the purposes of the definition of “rent” in clause 2(k);
 - (f) prescribing fees that are not to be included for the purposes of the definition of “security deposit” in clause 2(n);
 - (g) prescribing services and facilities for the purposes of subclause 2(o)(xiv);
 - (h) prescribing tenancy agreements, rental units or residential property, or categories of tenancy agreements, rental units or residential property, to which this Act or any part of this Act does not apply;
 - (i) determining the rate of interest on security deposits;
 - (i.1) for the purposes of clause 33(4)(b), prescribing the manner in which notice must be served;
 - (i.2) for the purposes of subsection 34(4), prescribing the manner in which costs are to be determined;
 - (j) for the purposes of section 50:
 - (i) prescribing fixed term tenancy agreements or classes of fixed term tenancy agreements that may not be assigned or for which rental units may not be sublet; and
 - (ii) prescribing charges that a landlord may require of a tenant for the activities mentioned in subsection 50(5);
 - (j.1) for the purposes of section 54, prescribing associations of landlords;
 - (k) for the purposes of subsection 54(3), prescribing a period before which a landlord must give written notice;
 - (k.1) for the purposes of subsection 55(2):
 - (i) respecting the length of term of a fixed term tenancy, including:
 - (A) establishing classes of fixed term tenancies;
 - (B) prescribing a minimum length of term for fixed term tenancies;
 - (C) prescribing different lengths of term for different classes of fixed term tenancies; and
 - (D) prescribing that a fixed term tenancy that has a term shorter than the minimum prescribed term is deemed to be a periodic tenancy;
 - (ii) respecting notices that a landlord or tenant shall provide before ending a fixed

term tenancy, including:

(A) prescribing the manner and circumstances in which the landlord shall notify the tenant of the landlord's intentions respecting a new tenancy agreement;

(B) prescribing the manner and circumstances in which the tenant shall notify the landlord of the tenant's intentions respecting a new tenancy agreement;

(C) prescribing the period within which a notice mentioned in paragraph (A) or (B) must be provided; and

(iii) authorizing a hearing officer, on an application pursuant to section 70 in circumstances where the landlord or tenant does not comply with the regulations made pursuant to this clause:

(A) to make any order that the hearing officer considers just and equitable having regard to the circumstances, including continuing the tenancy as a periodic tenancy or ending the tenancy; and

(B) to award any compensation that the hearing officer considers just and equitable having regard to the circumstances;

(l) prescribing and requiring the payment of fees for an application made pursuant to this Act, and for that purpose, establishing categories of applications and applicants and prescribing different fees for different categories;

(l.1) prescribing the circumstances in which the requirements of subsection 72(1.3) do not apply;

(m) for the purposes of section 73, prescribing additional powers of hearing officers;

(n) for the purposes of section 82, prescribing means of service;

(o) defining, enlarging or restricting the meaning of any word or expression used in this Act but not defined in this Act;

(p) prescribing forms for the purposes of this Act and the regulations;

(q) prescribing any other matter or thing required or authorized by this Act to be prescribed in the regulations;

(r) respecting any other matter or thing that the Lieutenant Governor in Council considers necessary or appropriate to carry out the intent of this Act.

The Lieutenant Governor in Council may make Regulations which apply to landlords and tenants along with the Act that address the following topics (though not necessarily all of them):

- **rules and forms for the ORT;**
- **setting the standard conditions of a tenancy agreement;**

- naming persons as public housing authorities;
- defining additional fees that should not be included as part of rent;
- defining additional fees that should not be included as part of a security deposit;
- defining additional services and facilities of tenancy agreements;
- naming tenancy agreements or rental units or properties to which the Act will not apply;
- determining the interest rate on security deposits;
- determining the manner in which the Ministry of Social Services should be notified of a hearing with the ORT when relevant;
- deciding how costs can be awarded to a tenant following a hearing when a landlord has failed to follow section 32 of the Act;
- naming fixed term tenancy agreements where a tenant may not sublet;
- naming a prescribed association of landlords who may serve 6 months' notice of rent increase;
- setting the time frame for service a notice of rent increase on a mobile home;
- setting rules for fixed term tenancies including a minimum length, different classes or types of fixed term agreements, and the ways in which a landlord can end or renew a fixed term tenancy;
- outlining the amount of filing fees required to make an application to the ORT;
- defining additional powers for hearing officers;
- adding additional methods of service for notices;
- defining any word or term in the Act that is not defined in section 2.

Relevant Link:

[*The Residential Tenancies Regulations, 2007*](#)

PART IX
Other matters

DIVISION 1
Service

Service

82(1) In this section, a reference to the service of a notice or other document pursuant to this Act includes the giving of that notice or other document and a reference to the giving of a notice or other document pursuant to this Act includes the serving of that notice or other document.

(2) Unless otherwise specified in this Act, any notice or other document that is required to be served pursuant to this Act or in any proceeding or matter under the jurisdiction or control of the director must be served:

- (a) in the case of service on a tenant other than a former tenant:
 - (i) by personal service on the tenant; or
 - (ii) by posting the notice or document on the front door of the tenant's rental unit and by serving the notice or document by registered mail, by ordinary mail or in electronic form;
 - (b) in the case of service on a former tenant:
 - (i) by personal service on the former tenant;
 - (ii) by registered mail; or
 - (iii) in electronic form;
 - (c) in the case of service on a landlord:
 - (i) by personal service on the landlord or the landlord's agent or the landlord's attorney mentioned in section 83;
 - (ii) by ordinary mail addressed to the address of the landlord provided pursuant to clause 19(1)(e); or
 - (iii) in electronic form; or
 - (d) by any other prescribed means.
- (3) Unless otherwise specified in this Act or the regulations, notices required by this Act to be served must be in writing or, if provided in electronic form, must be:
- (a) provided in the same or substantially the same form as the written notice or document required by this Act or the regulations;
 - (b) accessible by the other person; and
 - (c) capable of being retained by the other person so as to be usable for subsequent reference.
- (4) A notice or document served by registered or ordinary mail is deemed to have been served on the third business day following the date of its mailing unless the person to whom it was mailed establishes that, through no fault of his or her own, the person did not receive the notice or document or received it at a later date.
- (5) A notice or document that is given in electronic form is deemed to have been given on the business day following the date on which it was sent unless the person to whom it was sent establishes that, through no fault of his or her own, the person did not receive the notice or document or received it at a later date.
- (6) Notwithstanding subsections (2) and (3), a hearing officer may make any order the hearing officer considers reasonable and in the interests of justice respecting service of notices for hearings pursuant to section 70.

(7) Notwithstanding subsection (2), a tenant may serve a notice intended for a landlord on the director if:

- (a) the tenant satisfies the director that the tenant cannot reasonably locate the landlord or that the landlord did not provide an address pursuant to clause 19(1)(e); or
- (b) the landlord is a non-resident landlord and does not have a valid attorney as required by section 83.

(8) A notice or other document required to be served on the director may be served:

- (a) by leaving it at the Office of Residential Tenancies with any person appearing to have authority to accept the notice or document;
- (b) by registered mail addressed to the address of the Office of Residential Tenancies;
- (c) by fax to the Office of Residential Tenancies;
- (d) in electronic form to the Office of Residential Tenancies; or
- (e) by any other prescribed means.

Any document required to be served must be served to:

- **an existing tenant: personally, or by posting a copy to the front door of the rental unit and by regular mail, registered, mail, or electronically.**
- **a former tenant: personally, or registered mail, or electronically;**
- **A landlord: personally, or ordinary mail, or electronically.**

If a notice is sent by registered or ordinary mail, it is deemed served on the third business day (weekdays, not including Saturday, Sunday or holidays) following the day it was mailed, unless it can be proven that the document was not received until a later date.

If a notice is sent in electronic form, it is deemed served on the next business day (weekdays, not including Saturday, Sunday or holidays) following the day it was sent, unless it can be proven that the document was not received until a later date.

A tenant can serve a notice on the director of the ORT if they can prove they do not have an address for service for the landlord or their power of attorney as required by the Act. In those instances, a tenant may serve a notice on the ORT in person, by registered mail, fax or email, and the Director will attempt to serve the notice on the landlord.

Relevant Decision:

[Menke Holdings Ltd. v. I.E., 2017 SKORT 014](#)
[Cheon v. Altern Properties Inc., 2015 SKQB 23](#)

Relevant Links:

[Certificate of Service on a Former Tenant](#)
[Certificate of Service on a Current Tenant](#)
[Certificate of Service on a Landlord](#)

Order respecting service

82.1(1) Notwithstanding that service of a notice or other document does not comply with this Act, a hearing officer may order that the service is sufficient if, in the opinion of the hearing officer, the notice or other document came to the attention of the person to be served.

(2) Notwithstanding that a hearing officer has ordered that a person has been sufficiently served pursuant to subsection (1), that person may bring evidence to prove that the person was not served or was served on a later date.

(3) For the purposes of subsection (2), the person mentioned in that subsection may apply pursuant to section 70 for:

- (a) an adjournment;
- (b) an extension of time; or
- (c) a rehearing of an application

A hearing officer has the power to make an order finding that someone received sufficient service of a notice. If a person can provide evidence that they were not served or were served on a later date, they may apply for an adjournment, an extension of time or a re-hearing of an application.

DIVISION 2

Various Duties and Responsibilities of Landlords**Power of attorney - non resident landlords**

83(1) In this section and section 82, “**non-resident landlord**” means a landlord that does not:

- (a) reside in Saskatchewan; or
- (b) have an office in Saskatchewan where the landlord may be served pursuant to this Act.

(2) Subject to subsection (3), before carrying on business, every non-resident landlord shall file with the director a duly executed power of attorney in the prescribed form appointing the person named in the power of attorney to be the attorney and representative in Saskatchewan of the non-resident landlord:

- (a) for the purpose of receiving service of notices and applications pursuant to this Act; and
- (b) declaring that services mentioned in clause (a) on the attorney are legal and binding.

(3) If a non-resident landlord has filed pursuant to another Act a power of attorney that, in the opinion of the director, meets the requirements of this section, the non-resident landlord may file a copy of that power of attorney with the director instead of complying with subsection (2).

(4) Every attorney:

- (a) must be a resident of Saskatchewan; and
- (b) must sign the power of attorney form in which the attorney is appointed declaring that the attorney has consented to act as attorney.

- (5) A non-resident landlord shall, within 15 days after the date of an occurrence described in clause (a), (b) (c) or (d), file another power of attorney with the director:
- (a) the attorney named in the power of attorney filed pursuant to this section ceases to reside in Saskatchewan, dies or resigns;
 - (b) there is a change in the name or address of the attorney;
 - (c) there is a change in the business name of the non-resident landlord; or
 - (d) the power of attorney filed becomes invalid or ineffectual for any reason.
- (6) An attorney who wishes to resign shall:
- (a) file with the director a written resignation; and
 - (b) send a copy of the written resignation mentioned in clause (a) to the non-resident landlord.
- (7) A resignation of an attorney is effective at the later of:
- (a) the time the written resignation is filed with the director pursuant to subsection (6);
 - (b) the time the written resignation is sent to the non-resident landlord; and
 - (c) the time specified in the written resignation.

Before carrying on business in Saskatchewan, every out of province landlord must have a power of attorney in Saskatchewan. This person must be is a resident of Saskatchewan who can provide a Saskatchewan address for service where the landlord can receive service of any notices or applications. If there is a change in a power of attorney or their address, the out of province landlord must notify the ORT within 15 days.

Relevant Decision:

[*Y.N. v. Leno Investments Inc., 2016 SKORT 111*](#)

Relevant Link:

[**Rights and Responsibilities of Landlords and Tenants – Out of Province Landlords
Form 1 – Power of Attorney – Non-Resident Landlord**](#)

Landlord may not restrict occupancy on residential property to certain mobile homes

84(1) This section applies only to residential property described in subclause 2(m)(v).

(2) No landlord of residential property shall limit the occupancy of that residential property to a mobile home sold, leased or otherwise made available by any specific person or persons, unless the residential property has not previously been occupied as a mobile home site.

(3) No landlord shall:

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

- (b) charge any fee in connection with a sale or attempted sale mentioned in clause (a) unless the landlord has provided some service with respect to that sale or attempted sale.

For tenancies where a landlord rents land for the purpose of being a site for a mobile home, no landlord should interfere or restrict a tenant from selling a mobile home located on that land, or charge a fee to allow a tenant to sell their mobile home unless they are providing any service to assist in the sale.

Director may order removal and disposition of abandoned, etc., goods

- 85(1)** On application by a landlord, a hearing officer may make an order pursuant to this section if:
- (a) the tenancy of a tenant has ended or the tenant has vacated or abandoned the rental unit formerly occupied by the tenant; and
 - (b) the tenant mentioned in clause (a) has left property in the rental unit.
- (2) The hearing officer may make an order pursuant to subsection (1) without giving notice to the tenant or giving the tenant an opportunity to be heard.
- (3) In the circumstances mentioned in subsection (1), the hearing officer may authorize the landlord to remove the property mentioned in clause (1)(b) from the rental unit and sell it or otherwise dispose of it if the hearing officer is satisfied that:
- (a) the landlord has made reasonable efforts to determine the whereabouts of the tenant who left the property; and
 - (b) the tenant who left the property cannot be located or, if that tenant has been located, that tenant has not made reasonable arrangements for the disposition of the property.
- (4) Notwithstanding subsections (1) to (3), a landlord may act pursuant to subsection (5) if:
- (a) the tenancy of a tenant has ended or the tenant has vacated or abandoned the rental unit formerly occupied by the tenant; and
 - (b) the tenant mentioned in clause (a) has left property in the rental unit that, in the landlord's reasonable estimation, is worth \$1500 or less.
- (5) In the circumstances mentioned in subsection (1), the landlord may remove the property mentioned in clause (4)(b) from the rental unit and sell it or otherwise dispose of it.
- (6) Before acting pursuant to subsection (5), the landlord must:
- (a) make reasonable efforts to determine the whereabouts of the tenant who left the property; and
 - (b) be reasonably satisfied that the tenant who left the property cannot be located or, if that tenant has been located, that tenant has not made reasonable arrangements for the disposition of the property.
- (7) If a landlord removes, sells or otherwise disposes of property pursuant to this section, the landlord:

(a) may deduct from any proceeds of any sale or disposition any amount owing to the landlord pursuant to the tenancy agreement, this Act or the regulations; and

(b) shall pay any proceeds of sale or disposition that remain after the deductions mentioned in clause (a) to the director to the credit of the person who left the property.

(8) If the tenant who left the property does not claim the proceeds mentioned in clause (7)(b) within six months after the proceeds were paid to the director, the director shall forward the proceeds to the Minister of Finance for deposit in the general revenue fund.

(9) if a landlord removes, sells or otherwise disposes of property pursuant to this section, neither the hearing officer, the landlord nor any person acting on behalf of the landlord is liable in any action taken by the tenant or any other person who left or owned the property respecting the removal, sale or disposition of the property.

If a tenancy has ended and a tenant has left property behind, a landlord may sell or dispose of property left behind by a tenant following the end of a tenancy if the value of the goods is less than \$1500, and the tenant has not made reasonable arrangements to retrieve the belongings or cannot be located. A hearing officer may make an order following an application by the landlord authorizing the landlord to sell or dispose of any property left behind that is valued more than \$1500.

If the landlord chooses to sell property left behind, they may deduct any proceeds from money the tenant may owe, and pay the rest to the ORT. The tenant then has six months to claim the amount paid to the ORT.

Relevant Decision:

[P.N. v. U.K., 2017 SKORT 016](#)

Relevant Links:

[Property Left Behind by a Tenant](#)

[Form 2 – Application for Property Disposition](#)

Books and records - landlord

86(1) Every landlord shall keep adequate books and records for the purposes of this Act.

(2) If, during a hearing or an investigation, the director or a hearing officer forms the opinion on reasonable grounds that the books and records kept by a landlord are inadequate for the purposes of this Act:

(a) the director or hearing officer may make an order prescribing the books and records to be kept by that landlord; and

(c) on receipt of an order pursuant to clause (a), the landlord shall keep the books and records prescribed in that order.

It is the responsibility of every landlord to maintain proper books and records of their tenancies. The ORT may make an order that a landlord keep proper books and records.

DIVISION 3
Investigations

Investigations

87(1) Subject to subsection (3), for the purposes of enforcing and administering this Act, the director or any person authorized by the director may at any reasonable time enter without a warrant into any residential property or place where a landlord carries on business or where any books or records are or should be kept pursuant to this Act for the purpose of carrying out an investigation and may:

- (a) require the production of the books and records;
- (b) require any landlord or any landlord's agent on the residential property to give all reasonable assistance with the investigation;
- (c) make any inquiries, in writing or orally, of a person mentioned in clause (b) relating to the expeditious conduct of the investigation; and
- (d) subject to subsection (2), on giving a receipt for the books or records, remove any books or records examined pursuant to this section for the purpose of making copies or extracts of those books or records.

(2) The director or any person authorized by the director shall:

- (a) carry out the copying, or making extracts, of books or records removed pursuant to clause (1)(d) with reasonable dispatch; and
- (b) promptly return the books or records after the copying, or making extracts, to the person who produced or furnished them.

(3) The director or any person authorized by the director shall not enter into any room or place actually being used as a dwelling without the consent of the occupier, except when authorized to do so by a warrant issued by a judge of the Provincial Court of Saskatchewan.

(4) A judge of the Provincial Court of Saskatchewan, if satisfied by the oath of the director or any person authorized by the director that there are reasonable grounds for believing that a contravention of this Act has occurred and that there is evidence to be found at the place to be searched, may issue a warrant authorizing the person named in the warrant:

- (a) to enter the place named in the warrant;
- (b) to examine the place mentioned in clause (a); and
- (c) to search for and seize and take possession of books or records or other property that may constitute evidence of a contravention of this Act.

The ORT may investigate a residential property or place where a landlord carries out business or where any books and records are or should be kept. Any individual conducting this type of investigation must make copies of any books or records which have been removed and promptly return them to the individual who produced them. An individual cannot enter a residential property used as a dwelling for this investigation without the occupier's consent or a warrant issued by the Provincial Court of Saskatchewan.

Copies of books and records

88 A document certified by the director, or any person authorized by the director, to be a copy or extract of a book or record made pursuant to section 87 is admissible in evidence, without proof of the office or signature of the person appearing to have certified the document, and has the same probative force as the original book or record.

Any copy of a record or book obtained through an investigation may be certified by the Director and considered the same as the original book or record.

DIVISION 4

**Other Matters respecting the Director and the Office
of Residential Tenancies****Director to deposit money**

89 If the director receives any sum of money payable to the director pursuant to this Act, the regulations or an order made pursuant to this Act, the director shall, immediately on receiving that money, deposit it in an account designated "Director's Trust Account" in a branch of a bank, credit union or other financial institution designated by the Minister of Finance..

The ORT must deposit any money it receives to a bank account called the "Director's Trust Account."

Audit of Office of Residential Tenancies

90 The Provincial Auditor or any other auditor or firm of auditors appointed by the Lieutenant Governor in Council shall audit the accounts and financial transactions of the Office of Residential Tenancies, including the Director's Trust Account:

- (a) annually; and
- (b) at any other time that the Lieutenant Governor in Council may require.

The ORT will undergo an annual audit by the Provincial Auditor to audit the financial activities of the ORT and the Director's Trust Account.

Fiscal year of Office of Residential Tenancies

91 The fiscal year of the Office of Residential Tenancies is the period commencing on April 1 in one year and ending on the March 31 in the following year.

The fiscal year of the ORT will run from April 1st of one year to March 31 of the following year.

Annual reports of Office of Residential Tenancies

92(1) In accordance with section 13 of *The Executive Government Administration Act*, the director shall submit to the minister:

- (a) an annual report respecting the conduct of the business and the affairs of the Office of Residential Tenancies; and
- (b) a financial statement for the Office of Residential Tenancies in any form that may be required by Treasury Board.

(2) In accordance with section 13 of *The Executive Government Administration Act*, the minister shall lay before the Legislative Assembly the reports and statements received by the minister pursuant to subsection (1).

Each year the ORT will submit a report on the business and activities of the office. The ORT will also be required to submit annual financial statements. Those reports will be presented before the Legislative Assembly.

Immunity

93 No action or proceeding lies or shall be commenced against the Crown, the minister, the director, a deputy director, a hearing officer, a Sheriff or an officer, employee or other person acting on behalf of the director for anything in good faith done, caused, permitted or authorized to be done, attempted to be done or omitted to be done by that person or by any of those persons pursuant to or in the exercise or supposed exercise of any power conferred by this Act or the regulations or in the carrying out or supposed carrying out of any order or direction made pursuant to this Act or any duty imposed by this Act or the regulations.

No legal action may be taken against the provincial government, the minister, the Director, a deputy director, a hearing officer, or an employee of the ORT for anything done in good faith during the course of work of the ORT, or in carrying out any powers in *The Residential Tenancies Act, 2006* or *The Residential Tenancies Regulations, 2007*.

PART X

Repeal, Transitional, Consequential and Coming into Force

R.S.S. 1978, c.R-22 repealed

94 *The Residential Tenancies Act* is repealed.

The legislation in effect prior to March 1, 2007 is repealed and replaced with this Act.

Transitional

95(1) In this section:

(a) **“former Act”** means *The Residential Tenancies Act* as that Act existed on the day before the coming into force of this Act;

(b) **“Rentalsman”** means the Rentalsman as defined in the former Act.

(2) On the coming into force of this Act, any orders of the Rentalsman that were made pursuant to the former Act and that are in existence on the day on which this Act comes into force:

(a) continue in force as if made pursuant to this Act; and

(b) may be dealt with as if made pursuant to this Act.

(3) The person who held the position of Rentalsman on the day before the coming into force of this Act is continued in the position of director until another person is appointed as director pursuant to this Act.

Any orders made by the old Rentalsman office prior to March 1, 2007 continue as if made by the ORT. The individual who held the position of Rentalsman became the Director of the ORT on the same date.

96 to 102 Dispensed. These sections make consequential amendments to other Acts. The amendments have been incorporated into the corresponding Acts.

Coming into force

103 This Act comes into force on proclamation.

The Residential Tenancies Act, 2006 was assented to May 19, 2006 and was proclaimed into force effective March 1, 2007.