

# HOUSING AND TENANCY RIGHTS



## 1 PET MATTERS

The Landlords who permit tenants to have a pet in their rental unit can require them to pay a pet damage deposit. Pet damage deposits cannot be expected for service animals. These deposits cannot be more than one month's rent, and a tenant must be informed that it will be required either before signing the tenancy agreement or when given permission to keep a pet in the rental unit



## 2 SECURITY DEPOSIT

Security deposits must not be more than half of a tenant's first month's rent. Tenants must be made aware that these are required before entering into a tenancy agreement



## 3 CLEANLINESS AND HEALTH

Tenants should maintain ordinary health, cleanliness and sanitation standards in their rental unit and residential complex.



## 4 LOCKS AND SECURITY

Landlords have an obligation to provide and maintain sufficient doors, locks and other devices to make a rental unit reasonably secure. Neither a landlord nor a tenant, except with the consent of the other may change or interfere with a lock or door installed to secure a rental unit and consent cannot be withheld unreasonably.



## 5 TERMINATION OF TENANCY

A tenant of a rental unit may terminate the tenancy by giving notice if, because of domestic violence or stalking, the tenant believes that his or her safety, or that of a dependent child of the tenant, is at risk if the tenancy continues.



## 6 PEOPLE LIMIT

Tenants cannot permit so many persons to occupy the rental unit on a continuing basis that a contravention of health, safety or housing standards set out in law or the tenancy agreement results.



## 7 REPAIRS

Tenants have to, before vacating or abandoning the rental unit, repair or compensate the landlord for any damage done to the rental unit by the installation or removal of personal property.



## 8 PROPERTY

Tenants have to, before vacating or abandoning the rental unit, repair or compensate the landlord for any damage done to the rental unit by the installation or removal of personal property.



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by Olumide Fasina

## 9 TENANCY AGREEMENT

Tenancy agreements may be made orally or in writing or may be implied. A representation of fact by a landlord to a prospective tenant that induced the tenant to enter into a tenancy agreement is a term of the tenancy agreement.



## 10 INCREASE OF RENT

Landlords have to give tenants three month's notice of an intended rent increase three months before the date it is to become effective. Failure to do this will void the increase. These provisions do not relate to separate charges related to laundry facilities.



## 11 RENT

Amount of rent charged for a rental unit shall not be increased earlier than 12 months after the unit is first occupied as a rental unit or more than once in any 12-month period. Exceptions to this rule are if a landlord adds furniture or if a tenant requests an improvement or service.

## 12 RESTRICTED ACCESS

A landlord shall not unreasonably restrict access to a rental unit or reasonable access to and use of common areas in the residential complex by persons entering the residential complex with the express or implied consent of a tenant of the rental unit.



## 13 OBLIGATIONS

If there are rules that go beyond the obligations set out in a tenancy agreement (regarding use, occupancy or maintenance of the rental unit or residential complex and the use of services and facilities), in order for these to be established and enforced they must be in writing, be made known to the tenant, and be reasonable in all the circumstances.

## 14 CONDITION REPORT

Either the landlord or the tenant may request a condition report be completed for the rental unit the before the tenancy begins or when the landlord permits the keeping of a pet in the rental unit after the tenancy has begun



## 15 FAILURE TO PAY RENT

If a tenant fails to pay the rent within three days after it is due, the landlord may give the tenant a notice terminating the tenancy on the day the payment was due. The landlord waives the right to terminate the tenancy by accepting late payment of the total amount, at the time of accepting payment, the landlord confirms in writing that he or she intends to treat the agreement as terminated.



## 16 HEALTH

If the income of a tenant or one of a group of tenants of a rental unit is so reduced because of deterioration of the tenant's health that it is not reasonably sufficient to pay the rent and any tenant services charge in addition to the tenant's other reasonable expenses or, if there is more than one tenant, the tenant's portion of those amounts, the tenant or tenants may terminate the tenancy by giving the landlord a notice of termination that is not less than 1 rental payment period valid on the last day of a rental payment period and a certificate of a medical practitioner evidencing the deterioration of health.



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## 17 TENANT PRIVACY

Landlords can only enter rental units when an emergency exists, with consent of the tenant, to show the unit after notice of termination, to complete and inspection on the day the tenant is required to vacate, the landlord believes the unit to have been abandoned, give written notice and the reason for entry is to perform an obligation or determine if it is necessary, to allow inspection by mortgagees or insurers, to show to prospective purchasers, or to provide agreed upon services. Notice of entry has to specify the purpose and time(s) and be given not less than twenty-four hours prior.



## 18 RENTAL UNIT CARE

A tenant has to take reasonable care, and ensure that any person they permit in the residential complex takes reasonable care, not to damage, wilfully, negligently or by omission, the rental unit or residential complex, including anything relating to a service and facility or a tenant service provided by the landlord. Tenants have to repair any damage in a good and workmanlike manner, or pay compensation to the landlord, within a reasonable time after receiving a written notice to do so by the landlord. This rule does not apply to reasonable wear and tear.

## 19 FAILURE TO COMPLY

A person who contravenes or fails to comply with a provision of the MB Residential Tenancies Act, deprives, abridges or restricts or attempts to deprive, abridge or restrict a person in the enjoyment of a right or benefit under a tenancy agreement or under the Act, including the right to take or to participate in proceedings, hinders, obstructs or interferes with or attempts to hinder, obstruct or interfere with a commissioner, the director or an employee or agent of the commission or the government or any person acting under the authority of the Act, in the exercise of a power or the performance of a duty under the Act; or contravenes or fails to comply with a decision or order of the director or the commission, is guilty of an offence. A person who is guilty of an offence under this section is liable on summary conviction, in the case of an individual, to a fine of not more than \$2,000 and in the case of a corporation, to a fine of not more than \$10,000.



## 20 RENT CHARGES

A landlord who desires to increase the rent charged for a rental unit by more than the maximum increase permitted by the regulations shall apply to the director for an order permitting the increase. On receiving an application under this section, the director shall give notice to the tenants of the affected rental units of their right to object to the rent increase, but a proceeding is not invalid because a notice is not given to each tenant. A tenant who receives this notice can within 60 days before the effective date of the intended increase, file an objection with the director on the ground that the rent increase is not justified. After considering any objection filed by a tenant, the director shall make an order setting the maximum rent increase that may be charged for each rental unit in the residential complex, subject to any conditions the director considers reasonable.

## 21 UNLAWFUL ACTIVITIES

Tenants or persons that the tenant permits in the residential complex must not engage in an unlawful activity in a rental unit or the residential complex that causes damage to a rental unit or the residential complex, interferes with the enjoyment of a rental unit or the residential complex by another tenant or occupant of the residential complex, the landlord or a person permitted in the residential complex by any of those persons, or adversely affects the security, safety, health or well-being of another tenant or occupant of the residential complex, the landlord or a person permitted in the residential complex by any of those persons.

