

**A Place to Call Home
Tenant and Landlord Information**



Prepared by the Prince Albert Literacy Network 2013 for the Homelessness Partnering Strategy

Presenter Notes for:

A Place to Call Home Tenant and Landlord Information

Setting up a Presentation

When deciding who to invite to your presentation, ie. organizations or individuals, estimate the number of people. To encourage participation, you may want to keep your groups smaller.

This material can also be used one-on-one as well as with groups.

Email, phone and posters can work well for invitation methods. There is a poster template on page 3. Simply insert your own meeting information and email or post it.

Ask for a reply to confirm attendance. This will give you an idea of the number of participants so you can arrange the room, refreshments, and have enough handouts available.

Follow up with a reminder a few days before the presentation, if possible.

Time Frame

To show the full PowerPoint presentation, allow discussion, take a short refreshment break and review handouts, plan for the workshop to last 2 to 3 hours.

Equipment

- Computer with internet to access Prince Albert Literacy Network website
- A Place to Call Home – PowerPoint Slide Presentation
- Data projector and screen

Note: if you have only 1- 4 participants, you could easily gather around a laptop computer to view the presentation without needing a data projector.

- Make enough copies of the **Handouts and Certificate** for each participant.

Location

Your presentation will be more comfortable and effective if you choose the location carefully. The room should be:

- big enough for the number of participants
- have tables for note-taking
- set up in a way that promotes participation and allows everyone to see the presentation and speaker clearly
- a comfortable temperature
- accessible by public transportation
- affordable

Transportation and Childcare?

- Will your clients need to have transportation provided?
- Will your clients require childcare in order to attend?

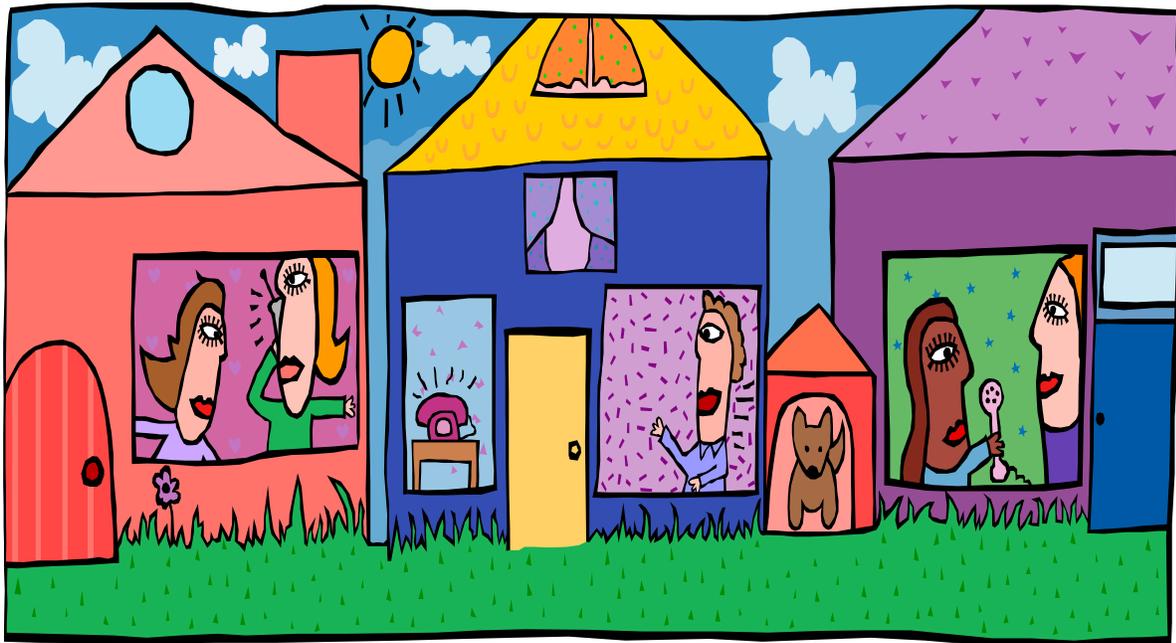
Refreshments

It is good to provide refreshments, including juice, water and tea for those who don't drink coffee. Food always attracts participants!

Poster Template on Next Page.....

Do you need help finding a rental place? What should renters know and do?

Attend a free workshop: **A Place to Call Home** **Tenant & Landlord Information**



Date:

Time:

Place:

Presented by:

Sign Up by phone or email:

A Message for the Presenter

There is a lot of detailed information that *could* be provided about **tenancy**. This workshop focuses on the most important and useful information needed by a renter, landlord, or agency whose clients are renters.

These notes give the presenter:

- more detailed information
- key points to stress for each slide.

You are **not** expected to have in depth knowledge of the Residential Tenancies Act or to answer all the questions or issues that come up. You **can refer** participants to the Office of Residential Tenancies (Rentalsman) for specific answers and help.

During your presentation, pick and choose how much detail you are able to contribute to each slide. Your decision will also depend on the group and your available time. This material can also be used one-on-one as well as with groups.

Engage the participants by giving them the chance to:

- ask questions
- share their experiences
- talk about the slides.

However, this does take time and you need to control discussion so that you can complete the presentation on time.

The Presentation

Slide 1 A Place to Call Home: Tenant and Landlord Information

Slide 2 This presentation will help you:

- Today you will learn about the most important information you need when looking for a place to rent and making an agreement with a landlord.
- It gives information about both *your* rights and responsibilities and the *landlord's* rights and responsibilities.
- It may help you to avoid problems when you are renting.
- You will get some information about how to handle problems related to renting.
- Certificate: You will get a Certificate of Attendance for this workshop. You may want to show it to landlords when you are looking for a place to rent, or to the landlord you already have.
- If the landlord thinks this workshop will help you to be a good tenant, then it may help you to get a good place to rent!

Slide 3 Rental Tenancies Act

- Rules about renting, for both tenants and landlords, are found in “The Residential Tenancies Act”.
- This is Saskatchewan government legislation that the provincial parliament has passed. So these rules are the law.
- It may be hard to read and understand for many people. This presentation has taken the main parts of the act and made it easier to understand.
- The Act does not apply to all rental situations. For example, student housing or some supportive senior housing situations.
- We are not experts with detailed information for **all** situations you may run into. It is best to call the “Office of Residential Tenancies” with questions you have. They will have the best answer for you.

- This office used to be called the “Rentalsman”. It was set up by the government to help landlords and tenants understand and use the Residential Tenancies Act.
- It has counsellors who will answer your questions and make suggestions to help you handle problems with renting.
- These counsellors will sometimes talk to tenants and landlords to explain the Act, and help them follow the rules of tenancy set out by law.
- There is no cost to getting information. But if you make a formal appeal through them to go to court to settle a problem, there is a charge of \$50. This would be a last resort to be used only after you have tried other ways to solve a problem.

Slide 4 A good rental home lets you:

- Having a good safe place to live and not having to move around is better for you and your family.
- Moving upsets schooling, costs money and takes a lot of your time and energy.
- You and your children can get to know your neighbours and you may make friends in the neighbourhood.
- If you and your landlord get to know and respect each other, and your landlord knows you are a good tenant, they may be more willing to help you in emergencies.

For example: if your car needs repairs this month and you cannot pay all the rent, they may be more willing to hear your situation and let you pay the rent in instalments, a bit at a time.

- This slide shows some reasons it is better to stay in one good place for a longer time.

Slide 5 Tenants who know how to be good renters

- There are also benefits to landlords by having good tenants who have a good knowledge about renting, and who stay in their homes longer.
- Landlords want stable tenants who know and follow the rules of renting.
- These tenants save the landlord time and money. They look after their places better, reporting problems sooner.
- Landlords are more likely to try to keep these types of tenants by treating them well, making repairs when needed, and allowing some short-term rent payment arrangements when the tenant has emergency expenses.

Slide 6 Problems that make it harder to rent

- We know there is not enough good quality, low rental housing in good neighbourhoods. You can't do much about this.
- But there are some things that affect your ability to rent a good place that you do have some control over.
- Are there issues in your life that are causing problems?

Such as: alcohol, drug or gambling addictions, family violence, friends who cause you problems by their behaviours?

If so, you may need to work on these problems because they can cause difficulty for you in renting, as well as in your job, school or home life. There are agencies and counsellors that can help with these problems.

- If you cause problems for your landlord or neighbours when you rent a place, ***these problems will follow you if you try to rent other places.***
 - A history of not paying rent on time
 - Not caring for or damaging a place
 - Causing noise or bothering neighbours
 - Not paying utility bills on time such as SaskPower

These will ***all*** cause you trouble when you try to rent.

- Landlords will ask for references from past landlords you have had.
- If you owe money for utility bills, ie SaskPower, the company will not hook up the utility at the *new* place until all your back bills have been paid in full.
- Some people are ***unhousable***, meaning they cannot rent a place because of their behaviours or past history. They may end up in bad places with very poor landlords or they may not be able to rent any place at all.
- If you have a good history of renting, you will find it much easier to find a good place with a landlord who will welcome you and support you.
- If you have a good knowledge of your rights and responsibilities as a renter, plus the landlord's rights and responsibilities, you may be able to avoid or deal with problems.
- That equals a better rental experience!

Slide 7 So – I need a place to live. *How do I know ...*

- The workshop will help you answer each of these questions about finding a place to rent
- It will also share information to help you find a good place to live.

Slide 8 A house or apartment?

- You may decide that you want the extra space and yard that a **house** provides. ***BUT...*** before you decide to rent a house, make your budget carefully since a house may cost more. You may have to pay for more utilities (gas, electricity and water) than you would in an apartment.
- You need to ask the landlord “Who is responsible to look after the yard, grass, and snow removal?” Is it you or the landlord? You may need to provide a lawn mower and snow removal equipment. Remember, a house can be more work for you. ***Are you ready for this?***
- If you want a garden and would need to dig up some lawn for this, you need to ask the landlord for permission.
- Some apartments or townhouses have small yards or playgrounds for children that may offer enough space for you and your family.

Slide 9 What should I look for?

- **Plan ahead** and you will be more likely to find a place that is safe and meets your needs. To help you, included is a handout: **Housing Checklist** for your needs & wants.
- You will not likely be able to get everything you want, so decide what is *most important* and what you can do without.
- **The safety items on the list are very important** and you should look for all of these safety points. The “Residential Tenancies Act” does outline some safety features that landlords must provide.
For example: Doors and windows that open easily in case of fire. Smoke detectors that work.
- Some organizations provide housing for people with **special needs or special situations**. Agencies that provide special needs housing are usually non-profit. This means they are not out to make money and can provide housing at a lower cost.
- Before you look at places to rent, see if you **qualify for any non-profit, special needs housing** because it may help meet your specific needs and cost less. The attached list of housing has information about these organizations.
- **Do a detailed budget** of all your income and expenses to see how much you can afford to pay in rent each month. Remember, you must pay your full rent each month. A sample budget sheet has been included for you. If you need help doing a budget, ask someone to help you or look it over when you are done. This could be an agency you are involved with or a friend who knows about budgeting.
- When you see the numbers in front of you, you can also see where you may be able to **reduce expenses**, so you can afford a higher rent unit.

For example, maybe you can spend less on entertainment to have more money for rent. Remember to allow saving some extra money each month for unplanned expenses such as travel to a funeral, car repairs or other things that come up unexpectedly.

Slide 10 General Checklist See handouts

- How many people can live in a rental unit? There are rules!
- Your landlord will tell you how many can live in the places for rent. The number of bedrooms you need will depend on the number of adults and children. Also consider the ages of the children and whether they are boys or girls. For example, older boys and girls cannot share a bedroom.
- The place must be affordable for you. To figure out if you can afford it, you will need to make a budget. Make sure you know all the costs in addition to rent, such as utilities, parking, laundry or any other costs, so you can include these in your budget. Make sure you have enough money each month to cover the cost of the place plus all your other expenses.
- You have a right to look carefully at a place you are thinking of renting to see if it meets safety requirements, is clean, and in good repair. Check all rooms and the basement. This presentation provides you with a sample general checklist of what you may need and want, plus a safety checklist.
- If you decide to rent the unit, there is a handout: **Conditions of Premises Checklist**, commonly called a Moving In--Moving Out Checklist, because of the columns. Use this copy as you tour the unit with your landlord if the landlord does not have this type of checklist for you. This checklist allows you to make note of any problems or damage that exist **before** you move in.
- Take your time -- don't let the landlord prevent you from going over everything carefully. You and the landlord need to both sign & date the checklist before you move in. Taking photos of any problems before you move in is a good idea! **Keep a copy of it!** When you move out, you will use the same checklist to make sure that you are *not* charged for any damage that existed *before* you moved in.
- If you can, talk to other tenants in the place and ask if they have had any problems with the units, the landlord, or neighbours. Is the neighbourhood safe?
- Check the area for schools, playgrounds, stores, bus routes.
- If you smoke or have a pet, make sure the landlord allows this.

Slide 11 Safety Checklist see side 2 of Housing Checklist

- The Safety Checklist is very important for you and your family. Some of the things listed are required by the “Residential Tenancies Act”.
- Smoke detectors, wired in with battery backup, are required by legislation. They should be located in a furnace room and in halls outside bedrooms.
- Although not required, carbon monoxide detectors save lives. It is strongly suggested that you buy one. They plug into any electric socket, so are easy to install. They also need to be tested regularly, just by pressing a button on them.
- Stairs and balconies must have railings. The railings must be high enough, and in good repair, to prevent children from falling over or through the railings. Stairs should be in good repair to prevent tripping and injury. Flooring should be in good repair to prevent build up of dirt in cracks, and to prevent tripping and falling.
- Many places have a bit of mildew (a kind of mold) found in damp areas such as around bathtubs. These should be cleaned regularly. But there should not be a lot of mildew, or mold, in other areas of the suite. Look for signs of water leaking. The place should *not* smell musty or moldy.
- Look for any signs of bugs or mice in cupboards, bedrooms and closets. Mice leave behind small droppings.
- If water is leaking or toilets running, it can cost money in water bills.
- Windows and doors must be tight enough that they don’t let heat out and cold in. This could cost extra in heating bills.
- Windows must have screens, not only to keep bugs out, but to protect children from falling out.
- Suites must have more than one way out in case of fire. Ideally, there should be two doors, but if the suite has a large window for escape, that may meet exit requirements. All doors and windows must open easily so people can escape in case of fire. Check that windows have not been painted shut. Bedroom windows must be large enough to get out.

- Main door security systems in a multiple unit building help prevent people from coming in without permission of tenants. This is important for safety. Tenants should always check to see who is buzzing to come in. Never let someone in that you don't know. This is important for the safety of *all* tenants.
- Appliances, lights and electrical outlets need to be working and in good repair. There should not be any uncovered electrical outlets or bare wires.
- If you have a yard, it needs to be kept clean and free of garbage. Check regularly for needles. These are found in all areas of our City. Be careful and follow instructions for safely picking them up and getting rid of them.

Slide 12 What rent can I afford? see handout

- The main cause of eviction is not paying rent on time. This is also the main cause of poor references from past landlords. So, you must budget to pay your full rent on time each month.
- If you find yourself in a situation where you can't pay the full amount of the rent in a specific month, be honest with your landlord. Tell the landlord right away why you can't pay. Ask to pay smaller amounts throughout the month instead of the full amount for that month. You can't do this repeatedly though.
- If you don't pay the rent by the 15th of the month for that month, you can be immediately evicted. But that does not mean you can pay the rent late repeatedly. That can also result in eviction.
- A sample budget worksheet is included in this presentation.
- Check to see if you qualify for low income housing and how much the rent will be when you calculate your budget.
- If you are getting a housing allowance from any government program, such as social assistance or transitional employment allowance check on your statements for the amount that is allowed for rent.
- Government supplements (subsidies) are discussed in the next slide.

Slide 13 Government Supplements see handout

- Do you qualify?
 - If you are employed but your income is below a certain level, you might qualify for a low income employment supplement.
 - If you are disabled, you may qualify for a disability supplement.
 - A rental supplement has 2 conditions: a) you are low income, plus b) the rental unit meets certain standards set out by the government.
- If you apply for the rental supplement, someone will inspect the place to make sure it meets safety standards before they will approve it for the supplement.
- If your landlord does *not* keep the place in good enough condition to meet the standards, you will *not* be able to get the supplement. You will be given a paper that says what needs to be done for your place to meet the standard. Take this paper to your landlord and ask for any problems to be fixed, so you will qualify for the rental supplement.
- The landlord may or may not choose to do this. If he does not fix the problem, you can talk to the Office of Residential Tenancies or the bylaw officer in the City to see if the problem is serious enough that he has to fix it.
- If you are turned down for the rental supplement, apply again later, when the conditions can be met.
- New immigrants and refugees may receive government funding for a period of time to help them settle in Canada.

Slide 14 How to find a rental unit !?

- This kit provides a list of some organizations that provide places to rent at a reasonable cost.
- The kit cannot provide a list of the many private, for-profit, places to rent. However, useful websites and suggestions about *how* to find a place are included.

Slides 15 and 16 Checking out a place & What questions should I ask? See handouts

- This kit provides you with *checklists* of what you need to look for when finding a place to rent. Pay special attention to safety features.
- It also provides you with a *list of questions* you may want to ask. You need to feel comfortable with the landlord or manager. And... they need to treat you with respect. They must be willing to answer your questions and give you time to go through the apartment carefully.
- You may feel intimidated talking to a landlord. If you are not comfortable asking questions, try to take someone with you to help. If you are asking good questions in a polite, pleasant manner, the landlord should be willing to answer them. The list reminds you of which questions to ask.

You need to ask what the average cost per month is for any utilities you must pay. You don't want any surprises by finding out that the costs are much higher than you expected. For example, electric heat is more expensive than gas heat and some suites are heated with electricity.

- Ask about the Electrical Box - Is it separate for each unit? Or do units share? Ask what 'your' portion of bill will be. You can ask to see recent bills.
- If possible, talk to other renters and neighbours about things they consider are good and bad about the place.
- If you feel you are being discriminated against, you can contact Human Rights Commission at 1-800-667-9249.

Slide 17 What do I give to the landlord?

References

- Landlords usually ask for 2 references. They may want references from landlords you rented from in the past.
- If you have not rented in the past, ask the landlord if you can provide references from someone else.

For example: a teacher, doctor, police officer, minister, your employer, counsellors, social workers or agency workers you are involved with.

- If you have had a bad reference from past landlords -- and you are dealing with the problems that caused the bad reference -- you may be able to talk with this new landlord to explain how you are turning your life around.

For example: you may now be employed, in school or in a rehabilitation program. People who know how you are working to succeed may be willing to give you a reference.

Damage Deposit

- You will be expected to make a damage deposit when you take the rental unit. It can be *no more than* 1 month's rent. You have the right to pay this in 2 installments during the first month:
 - the first installment, at least half, must be paid when you take the unit.
 - The rest must be paid within 2 months. This amount is in addition to the first month's rent.

Rent Money

- You must pay the rent a month in advance. For example, you will pay the rent for April by the end of March (or the first day of April) depending on which date the landlord states.

Application Form

- You may be required to fill in an application form with detailed information such as: who will be living in the suite, your past experience with renting, your employment and your income.
- The information you are asked will depend on who you are renting from. For example, if you are renting from an organization that provides subsidized housing based on income, you will have to provide more detailed information and proof of income.
- It is a good idea to follow up on your application with a phone call, but not immediately. Allow some time to process your application.

Slide 18 How do I present myself?

- How you present yourself is important in making a good first impression with the landlord. You want to make a good impression so they are more likely to treat you respectfully and rent to you.
- Plan ahead, make an appointment and arrive a few minutes early. If you cannot make the appointment or will be late, call the landlord ahead of time. Then rebook the appointment or explain you will be late.
- Be clean and neat looking.
- Be organized. Show that you have planned questions ahead of time and know what you are looking for. Have information with you that a landlord could ask you for, such as references and income information if you are applying for subsidized housing.
- When you reply to an internet ad, such as on Kijiji, provide complete information about yourself and why you would be a good tenant. Landlords advertising on Kijiji get many replies and contact only the people who provide the most complete and positive replies to their ads. Think of your reply to the ad as a resume presenting relevant, positive information about yourself.

Slide 19 Found: A Place to Call Home

- This workshop helps to answer these questions about renting (on the slide) once you have found the place you want to rent -- and the landlord has agreed to rent the suite to you.

Slide 20 and 21 A Rental Agreement or Lease See Handout:

Sample Rental (Lease) Agreement

A Rental Agreement (Lease) includes:

- A rental agreement, also called a lease, is a very important part of renting. This is because it sets out the conditions that both tenant and landlord are expected to meet during the time of rental.
- Some of the conditions are required by law in the “Residential Tenancies Act”.
- Other conditions are requirements of your specific landlord. As a result, not all rental agreements are the same.

- However, none of the conditions your landlord gives you can cancel or change the conditions that are set out in the “Residential Tenancies Act”. The law ensures certain conditions are the same for all agreements. These mainly deal with safety and rights & responsibilities of the tenants and landlords.
- It is best if your landlord gives you a written rental agreement. A Sample Lease is provided in the handouts. But the Act does not say they must. Many suites are rented from month to month with your verbal agreement.
- However, there are also “fixed term” leases that may specify that you are renting the suite for a longer time, such as 6 months or a year. If you take a fixed term lease of 3 months or more, the landlord must provide a written lease for you. Sometimes rent is a bit cheaper if you sign a longer lease. However, if you decide to leave, you may have to pay all or part of the full rent for the “fixed term”.
- Be careful to know what the length of your lease is. If you think there is a chance you can’t or don’t want to stay in the suite, it is best *not* to agree to a longer “fixed term” lease. However, some landlords will only take renters who agree to longer “fixed term” leases.

Slide 22 Verbal Agreement See Sample Rental (Lease) Agreement

- It is best if your landlord gives you a written rental agreement. But the Act does not say they must. You may rent from a landlord who does not provide a written lease.
- You may simply make a verbal agreement between the landlord and yourself. This verbal agreement should contain the same information as in a written lease. You can use the checklist and sample lease provided in the handouts when you make the verbal agreement.
- These samples outline the information you will need to make sure both you and the landlord know the conditions of renting the suite.
- When there is *not* a written agreement, **you** should ***write down the conditions & information*** on a piece of paper. You may also take someone along to make notes for you. You need all this information to protect yourself, and the landlord, in case of any problems or disagreements about the conditions.

Slide 23 Tenant Insurance

- When renting, you should buy tenant insurance. It is usually not too expensive and can be obtained from any insurance company.
- It covers any loss of your belongings in case of fire, flood or other damage.
- Another good reason is that insurance covers you for liability for damage to the property that you may accidentally cause.

For example: if you leave the bathtub tap running, and the tub overflows, and the water leaks down into the apartment below you -- you are responsible for the cost of all repairs.

- If you have liability coverage through a tenant guard insurance policy, it will cover any cost above your deductible. A deductible is the part of the costs that you will be responsible for. How much you pay for your policy will depend partly on how high you set your deductible.

Slides 24 and 25 What are my rights?

- The “Residential Tenancies Act” stresses **safety issues**. If your rental suite has problems with items on the safety checklist, you should talk to your landlord to have problems fixed, or write the landlord a dated letter, and if necessary call the Office of Residential Tenancies. Take pictures of problems.
- You have the right to a **reasonably quiet home** free from loud noise and disturbances. Most places have rules about partying and noise.
- The Residential Tenancies Act does not say that your landlord has to provide you with a **written rental agreement (lease)**. However, it is best if you have a written agreement. You can refer to it, when any questions come up about the conditions agreed upon. No agreement? Take notes during your meeting.
- **Receipts for any money** that you pay are important. Receipts prove that you paid the rent. You have a right to get a receipt if you pay in cash. If you pay by cheque, there will be a record of your cashed cheque at the bank. It is as good as a receipt. However, it is easier to always get receipts and keep them together in a file or envelope. If landlord does not give receipts, you can ask to use the ones provided in the handout: ***Rent Receipt Samples***.

- **Before raising the rent**, Landlords are required to give twelve months notice in writing. There are some exceptions to this for social housing based on income, and for non-profit housing.

There are no rules, however about how much rents can be increased. Landlords cannot increase the rent during a *fixed term tenancy* unless the tenant agreed to it in the conditions before the lease was signed.

- Tenants must **leave suites in clean, good condition** when they leave, and if they don't, the landlord is responsible to have the place repaired and cleaned before anyone else moves in.

This is not always done, and you have the right to insist it be done before you pay any rent and move in. Take pictures of any problems that exist when you move in so that you will not be charged for fixing them out of your damage deposit.

Go over the ***Condition of Premises*** "Moving in, Moving out" Checklist with the landlord. Both of you sign it. This will protect you from having the landlord say you caused damage that was already present when you moved in. If you leave the place in good condition, then you can get back your damage deposit when you move out.

- Important Tip: Ask the location of the water shutoff valves for toilet, tub, sinks, laundry. Write these on your *Contacts List*, in case of a water emergency.
- Tenants have the right to have **any problems with the suite fixed** in a reasonable length of time. For example: leaking taps, appliances not working, broken flooring, broken stairs or stair rails, or other problems.
- Safety issues such as smoke detectors, locks, electrical appliances or faulty electrical outlets should be fixed immediately. Other problems, fairly quickly. Remember, a leaking tap or running toilet is costing you money if you are paying the water bill. Doors or windows that are not tight cost money in heating bills. Take pictures.
- Lighting in hallways and entrances are safety issues and should be in good working order all the time.
- Minimum Standards Bylaw in Prince Albert 306-763-4222 requires landlords to fix deficiencies or Public Health Inspectors can be called at 306-765-6600.

- Unless you invite the landlord in, a landlord must give you **24 hours written notice before entering your suite** and must state a good reason. For example to check or repair anything.

The exception is for emergencies, such as large water line leaks, gas leaks, fires, personal injury. If you are leaving and the landlord is showing your suite, special conditions apply. You must allow the landlord reasonable access to show the suite. You and the landlord can agree to the conditions.

- A landlord **cannot change locks** to prevent a tenant from going into the suite, unless there is an order from the Office of Residential Tenancies. In some extreme situations, a landlord may apply for an order to prevent a tenant from going into their suite. For example, if the tenant is likely to cause damage on purpose, is doing illegal activities such as dealing drugs. A landlord cannot take a tenant's belongings and threaten to sell them to pay rent owed to the landlord.
- A tenant has the right to **get a refund of their damage deposit** when they move out, as long as the apartment is left clean and with no damage caused while the tenant lived there. The landlord can deduct costs of repairs or cleaning if they are valid costs.
- A tenant who has a fixed term tenancy and cannot stay in the suite (ie must move away) has the right to **sublet their suite** to a suitable renter. But you must get the landlord's permission. See **Rental Terms** handout for definition of Subletting.

The landlord cannot refuse unless there is a good reason. A charge up to \$20 for allowing a sublet can be made. But the tenant who is subletting to someone else is still responsible for ensuring the conditions of the rental agreement are met. For example, you are responsible to make sure rent is paid on time and no damage or noise problems occur.

Slides 26 and 27 What are my responsibilities?

- A tenant must **pay the rent on time**. Rent is paid a month in advance and is usually due by the end of the previous month or the first day of the month.

You can be evicted if you do not pay your rent by the 15th of the month OR if you are late regularly with the rent. The landlord can charge a late rent fee. You cannot wait until the 15th every month to pay rent. Your landlord has bills to pay on time too, and if you do not pay your rent on time, he may have trouble paying his bills on time. For example, a mortgage to pay each month on the apartment building he owns.

Even if your landlord has not fixed problems in your suite, you must pay the rent on time. Holding back rent to get a landlord to fix problems is not allowed and you could be evicted.

You can call the Office of Residential Tenancies if problems are not being fixed in a reasonable length of time. They can order the landlord to make the repairs and reduce the rent until the repairs are done.

- Usually you must tell the landlord **a full month ahead** of the date you will move out of the suite.
- You are responsible for being a **good quiet neighbour**. All tenants have the right to not be disturbed by loud music, partying, drinking, animals barking, loud arguing and other disturbing noise.
- You can be **evicted for doing any illegal activities** such as using or selling illegal drugs, bootlegging alcohol, pimping, or selling stolen goods. You may also be reported to the police and charged.
- Tenants are responsible to **keep their suite reasonably clean**. That means floors, walls, appliances must be cleaned regularly and garbage cannot be left around. Garbage and diapers must be put in a garbage bag and taken out to the garbage pickup location regularly, so it does not smell or become a health hazard. Any pet messes must be cleaned up immediately. This is a safety and health issue.
- **Any damage** caused by a tenant, the family, or visitors is the responsibility of the tenant to report to the landlord immediately. If the tenant does not report it (or regularly causes damage), they can be evicted and the damage deposit

used for repairs. The tenant can also be charged for any extra costs of repairs that the damage deposit does not cover.

- It is important **to tell the landlord if anything in the suite is damaged or not working**. Some examples are: leaking tap or toilet, stove not working, flooring coming up, smoke detector not working when you test it, door locks not working. The landlord needs to know right away, so he can fix the problem. Landlords are responsible for fixing safety problems right away, and other problems in a reasonable length of time.

Repairs: If there is something that needs fixing in your suite, talk to your landlord about it. There is a risk to repairing it yourself or getting a friend to fix it. If you repair something and later the repair causes more problems, you are responsible for all the damages. For example, if you get a friend to fix a leaking pipe and the repair breaks down, causing major damage by leaking into an apartment below, you are responsible for ALL the repair costs. Landlords will likely choose to repair any damage you report or get a professional repair person. This may cost you some money, but is much safer in the long run. By using a professional, you are *not* responsible for repairs that don't work and cause more damage. Your landlord may consider a non-professional repair as damage.

Smoke Detectors: Your landlord may require you to test the smoke detectors monthly, and keep a record to indicate they are working. This is to meet government rules that smoke detectors be tested regularly and fixed if not working. Your landlord has the right to ask you to do this and to provide the records when asked for them. It is impossible for the landlord to test all smoke detectors in all the units by himself.

- You as a tenant are **responsible to know** and remember **what is in your rental agreement (lease)**, whether it is written or whether you just took notes when talking to your landlord about the rules and conditions of tenancy. These rules must be followed. If you have any problems, or forget, check with your landlord.
- **You are responsible for the people in your suite.** The agreement will say how many are allowed to live in your suite. You cannot bring someone else in to live there without your landlord's permission. You can have short-term guests, but no one extra living there. Some leases state how long a guest may stay with you. There are rules about how many people can live in a suite & share bedrooms. The rent could be raised if more people live there.

- If you are going to be **away for a long period** of time, let your landlord know. Also give a contact number in case of problems with your suite.
- You are responsible for letting your landlord know of any **changes in your phone number or how to contact you.**

Slide 28 But....I didn't do it! See Handout: Rules for Renters & Guests

- A tenant (with either a written or verbal agreement) is **responsible for whatever happens in their place**. The only exception would be if someone broke into your suite and caused damage and you laid charges against them with the police. But if you let someone in and they cause damage or trouble, **you** are responsible.
- A good idea is to **post the rules for any visitors to see**. Then they know the rules you have to follow. They also have to obey so you won't get into trouble with your landlord. A sample rules sheet is included in the handouts.

Slide 29 What if I still have problems with my place?

- Being polite and friendly makes most people willing to talk to you and help you. So even if you are angry, be polite and pleasant.
- Report any problems you are having with your place right away, so they can be fixed. For example, broken stairs or railing, leaking taps, running toilets, doors that do not close properly. Leaking water can cause mould and cost money in higher water bills. Doors that don't close cost money in heating. Take photos.
- Some kinds of pests such as bedbugs, cockroaches, or mice may need to be exterminated by a professional. This is a landlord's responsibility. Note: some little harmless bugs/spiders may be found from time to time in any home and are not normally a problem.
- It is best to tell your landlord about a problem in writing, with a date on the letter. You must keep a copy of the letter for yourself.

If you only talk to the landlord, keep a note with the date, what you told him and what he said to you about fixing the problem. If the problem is not fixed in a reasonable length of time, then you *do* need to write a letter and keep a copy. See the Handouts section for a Sample Letter.

- If the problem is still not fixed, then you need to call the Office of Residential Tenancies (Rentalsman) and talk to them about it. Ask them to suggest what to do. Having pictures and a copy of a letter you gave to the landlord will help. They may talk to your landlord, as well, if you give permission. If it is a serious health/safety problem you could also call the City Bylaw Officer.

Slide 30 Is this your place?

- Discuss this slide.
- We all have messes in our homes sometimes -- for short periods of time.
For example if we have company for supper, our kitchen may get to be a mess or on laundry day, we may have piles of laundry waiting to be washed.
- Consistently messy and particularly dirty places attract bugs and mice and are health hazards.
- If your place often looks like this picture, you could be evicted !

Slide 31 What to do if my landlord says I have done something wrong or evicts me? See Handout: Notice to Vacate

- Again we remind you to be polite and pleasant when you talk to the landlord, even if you are angry.
- Respond to the landlord's concerns right away. Do not wait for an eviction notice. If you wait, it may be too late to correct the problem and prevent an eviction. The landlord is more likely to help you if you show concern and want to correct the problem right away.
- Listen to what the landlord has to say about the problem. Then ask what he wants you to do to fix the problem, if you are not sure. Keep a note of the date and what is said when you talk with him. Be honest and admit when you did something wrong. Check your rental agreement (lease) or notes about a verbal agreement to be sure what it says about the issue.
- If the landlord is right, and you did something wrong, try to fix the problem. You may be able to work out a way to solve the situation with your landlord.

For example, you may need to pay for repairs to damage you or your friends caused. Or, you may need to arrange a payment schedule to pay your rent in smaller amounts over the month. Perhaps you had to use your money for an emergency and didn't have enough for the rent when due.

- If you have been a good tenant and the landlord wants to keep you, he may agree to help you out by allowing you the option. It costs money and time to replace you with a new renter. Remember, the landlord does *not* have to allow reduced or installment payments.
- If you get a notice to vacate or eviction notice, it must be in writing on a **“Notice to Vacate”** government form. You have 15 days to dispute it in writing to the landlord if you believe it is unfair. There is a form attached to the bottom of the eviction notice to use for this.

You can contact the Office of Residential Tenancies for advice **at no cost**. If you dispute it, a hearing will be held with your landlord, you and the Office of Rental Tenancies to hear both sides and make a decision. If it goes to a formal hearing, it will cost you \$50.

Normally an eviction notice gives you 1 month to move out. However, a notice to move out *immediately* can be given to a tenant for very serious reasons. For example: illegal activities, causing serious damage to the apartment, causing serious disturbance, or threatening harm to other tenants.

- Remember, you need to read any forms you are given carefully. Look for any timeframes in which you need to respond, and any information you are required to provide.

Slide 32 How do I end my tenancy?

- Your agreement with the landlord will tell you how much advance notice of moving out that you must give to the landlord. It is common to require you to tell the landlord by the end of the month *before* the month you will move out.

For example, if you are moving out at the end of June, you must tell your landlord by the end of April.

- If you have a *fixed term lease* and you want to move out *before* the fixed term is ended, you may have to pay part or all of the time left on the lease.

For example, you moved in on March 1 and agreed to stay for 6 months until the end of August. But now, you want to move out at the end of June. You may have to pay rent for July and August even though you are not going to live there during those 2 months. However, you may be able to sublet the unit. Your landlord must let you sublet to a reasonable tenant.

- It is best to tell your landlord ***in writing*** that you are moving out. Keep a copy for yourself, noting the date you give the notice and the date you are leaving.
- It is important to review the same ***Condition of Premises: Moving In-Moving Out Checklist*** that you made when you moved in. Do this to see if there is any damage that happened while you were living in the place. If you have notes or pictures of any damage or problems that were already there when you moved in, this will make it easier to remind your landlord that you did *not* cause the damage.
- **Damage Deposit.** You are responsible for paying to repair any damage you or your friends caused. Also, you must leave the place clean, including appliances such as the stove and refrigerator, the walls and carpets. Your landlord has the right to take whatever money is needed out of your damage deposit to pay for repairs or to clean the place.

The landlord cannot keep money to repair and clean if you did *not* cause the damage and you cleaned the place well before leaving. Remember to give your new address to the landlord to mail you a cheque if you did not get back your damage deposit before moving out.

The landlord has 7 days, after you move out, to get your agreement to keep all or part of the damage deposit. If the tenant does not agree to release that money, the landlord must provide a notice of a claim for the damage deposit in writing. If the tenant and landlord cannot agree, the Office of Residential Tenancies may become involved.

- You must return any keys you have to the suite.

Slide 33 Scenarios What's a Renter to Do?

- This is an opportunity to engage participants in discussion about what to do when some common problem situations arise.
- Three scenarios along with discussion questions are provided in the Scenerio Section of this package.
- You may want to ask participants to provide other situations for discussion if there is time. If they present scenarios for which you are not sure of the answers, remember you can refer them to the Office of Rental Tenancies for the answer.

Slide 34 Thanks for participating & Certificates

- Thank your participants for attending.
- Hand out certificates. Be sure to ***affix your agency seal or stamp*** to the certificate in order for it to be valid.

Slides 35 and 36 Handouts

- This is a listing of the handouts provided
- Ask participants to check that they have each of the handouts you distributed.
- Ask for any final questions.

Slide 37 Acknowledgements

- Please ask participants to recognize the people and organizations that made this workshop and the resource materials possible.