



COVID-19 & Renters' Rights in Saskatchewan

In response to the COVID-19 pandemic, the Government of Saskatchewan has announced changes that affect renters. In this information sheet, we provide answers to some frequently asked questions about renters' rights and responsibilities during the COVID-19 pandemic. Note that we are sharing general information only, and that this information is subject to change. For legal advice about your specific situation, please contact a lawyer. We recommend that whenever possible, tenants should try to resolve issues and problems directly with their landlords during this period.

Frequently Asked Questions

1 "Can I be evicted?"

The Government of Saskatchewan has ordered a stop to most evictions. This means that during this period of COVID 19, as a tenant, you cannot be evicted for late or unpaid rent or utilities, or most other reasons (for example renovations or having the landlord's family member move into the unit). You can only be evicted in urgent situations where the landlord can prove that your behaviour causes a risk to another person's health or safety resulting from violence or damage to property.

2 "Do I still need to pay my rent?"

Yes, you still owe the landlord rent. If you can pay your rent, then you should. If tenants do not pay their rent, the landlord may be able to evict them once the Office of Residential Tenancies ("ORT") resumes normal operations.

If you cannot pay rent for any reason, then you should contact the landlord and talk to them about your situation, and your plan for paying. Hopefully through talking, you and your landlord will be better able to figure out a solution that works for both of you. Think about things like paying less rent now and more later, having the landlord use some or all of the security deposit as a payment towards rent, or other creative solutions.



3

"What should I do if I get an eviction notice from my landlord? "

This depends on the type of "Notice to Vacate" that your landlord gives you. If the Notice to Vacate has an area at the end of the form called "Dispute Notice to Landlord's Claim to End Tenancy", then, if you want to dispute being ordered to leave, you have to fill it out and return it to the landlord within 15 days.

The other kind of Notice to Vacate, an "Immediate Notice to Vacate" is given for non-payment of rent. An Immediate Notice to Vacate cannot be disputed by a tenant.

Just because you get a Notice to Vacate, doesn't mean that you have to leave. If the landlord wants you to leave the unit they need to make an application to the ORT for an Order for Possession. You have a right as a tenant to be present at the application for an Order for Possession and the landlord needs to let you know when it is going to happen.

As a tenant you can also get in touch with the ORT to make sure that you know about the hearing for an application for an Order for Possession.

4

"What happens if my landlord tries to evict me because of risks to health or safety resulting from violence or damage to the property?"

The Landlord must still give you as a tenant a written "Notice to Vacate", and then apply to the ORT for an Order for Possession. The ORT will schedule a hearing in relation to the landlord's application. As a tenant you have a right to be involved in the hearing. These hearings are currently being done by telephone. If you don't have a telephone you can get in touch with the ORT and they will help. At the hearing, the Hearing Officer will hear from you and the landlord and make a decision about whether to give the landlord the Order for Possession which allows them to force a tenant out. If the hearing officer does not grant the Order for Possession then you would not have to move out.

Information about hearings at the ORT can be found here:

<https://www.saskatchewan.ca/residents/housing-and-renting/renting-and-leasing/settling-disputes-and-steps-to-a-hearing/preparing-for-a-hearing>

5 "Can my landlord lock me out of my home?"

Landlords cannot change the locks or lock tenants out unless they have an order from the ORT. If your landlord changes the locks without permission or refuses to give you, the tenant, access to your home, you can bring an emergency application to the ORT, which can order the landlord to give you access to your unit.

If the landlord wrongfully refuses you, the tenant, access, you can make a claim for the cost of other accommodation for the period when you did not have access, and the landlord may have to pay you ("damages").

6 "Can my landlord shut off my utilities?"

Landlords cannot shut off utilities unless they have an order from the ORT. If the landlord shuts off utilities without permission, you, as tenant, can bring an application to the ORT, and they can order the landlord to turn the utilities back on and pay you damages.

7 "My landlord is not fixing problems in my home. What are my rights?"

Landlords have to provide tenants with a clean and safe rental property and to repair and maintain the property. This means that they need to fix problems that come up and do their best to prevent problems.

If the landlord does not fix a problem with the property, you, the tenant, can apply to the ORT for an Order that the landlord to fix the problem. However, the ORT is only dealing with urgent claims right now, and, if the problem isn't really serious, you may have to wait to have a hearing.

8 "Can my landlord add late fees if I am unable to pay my rent?"

Maybe, but likely only if you, as the tenant, agree to paying late fees OR if the ORT orders that you pay the landlord late fees. If your landlord says they are charging late fees for unpaid rent and you don't agree to the fees, you can contact the ORT for information about what to do.

9 "Can my landlord raise my rent?"

If you, the tenant, have a fixed-term lease the landlord cannot raise the rent beyond what it says in the lease. For other rental agreements, the landlord can raise the rent if they give you, the tenant, a "Notice of Rent Increase". If the landlord is a member of the Saskatchewan Landlord Association, the landlord must give you at least six months' written notice of a rent increase. If the landlord is NOT a member of the Saskatchewan Landlord Association, the landlord must give you at least one year of notice. To find out if a landlord is a member of the Association, email admin@skla.ca.

10 "When will the eviction freeze be lifted?"

The Government has not yet announced when the current eviction freeze will be lifted.

11 "What happens if I still cannot pay my rent after the eviction freeze is lifted?"

We still do not have much information about what will happen to people who cannot pay rent once the eviction freeze has been lifted. As a tenant you should try to negotiate a solution or a payment plan with your landlord. If the landlord tries to evict you once the eviction freeze is over, your matter will go to a hearing at the Office of Residential Tenancies. The eviction must be seen to be "just and equitable", so if you can show you've tried to negotiate a repayment plan, and have proof of those attempts, the Hearing Officer will consider that information in their decision.

12 "If I move out, can I get my security deposit refunded?"

As a tenant you should be able to. A security deposit is your money. When you give a landlord a security deposit, you give it to them "in trust". The landlord has to give it back to you at the end of the tenancy unless you damage to your unit, you don't pay rent, or so on. If a landlord wants to hold onto some or all of a security deposit, they have to give the tenants or file a "Notice of Landlord's Claim for Security Deposit" within 7 days of the end of the tenancy.

You can dispute the landlord holding onto some or all of the security deposit. You, as tenant, can fill out the bottom of the form from the Landlord and there will likely be a hearing at the ORT. Since the ORT has suspended this type of claim, you will likely have to wait for the ORT to resume its normal operations.

13

“Can I refuse my landlord's choice of new roommate because I'm worried about my health and exposure risks of a stranger moving into my home?”

Whether you as a tenant can refuse a new roommate depends on the terms of your lease or tenancy agreement. If the agreement gives you exclusive possession of the rental unit, you don't need to accept a new roommate. However, in that situation, you would be responsible for rent for the entire rental unit.

If the lease is a "co-tenancy" - where each tenant has a separate rental agreement with the landlord, then you may not be able to refuse a new roommate. The amount of power you have in a decision around a new roommate will likely be included in the rental agreement. If you are worried, you should talk to your landlord and try to come to a solution that works for both of you. Given the current situation with COVID-19, concerns around health are ones that might be able to be addressed in a few different ways.

14

"What can I do if my landlord wants to show the rental unit to a buyer and I'm concerned about social distancing?"

The law says that landlords have the right to enter a rental unit after giving you, the tenant 24 hours' notice to show it to potential purchasers. This entry cannot occur prior to 8:00 a.m., after 8:00 p.m., or on a Sunday or your day of religious worship. However, because of the current health concerns, as a tenant, you should talk to your landlord about the situation and try to work out a solution that respects social distancing.

15 "What can I do if I'm experiencing abuse in my household, and want to leave, but am in a fixed lease?"

If you are a tenant and are experiencing interpersonal violence, you have the right to end a tenancy on 28 days' notice. You have to give the landlord a "Notice to Landlord to Terminate a Fixed Term Tenancy for Interpersonal Violence", which can be obtained from the website of the ORT. You will also need to obtain a Certificate Confirming Safety Risk from the Victims Services Branch of the Saskatoon Police Service and give it to the landlord. The Victims Services Branch will require you to provide a Professional Person Statement from a qualified professional confirming that you or someone under your care, has been the subject of interpersonal violence.

Further information can be found at the following link:

<https://www.saskatchewan.ca/residents/justice-crime-and-the-law/victims-of-crime-and-abuse/interpersonal-violence-and-abuse-programs#how-to-end-a-fixed-term-tenancy-agreement>

16 "How can I contact the ORT? How can I get legal advice?"

You can contact the ORT by email at ORT@gov.sk.ca or telephone at 1-888-215-2222 (9 a.m. to 11:45 a.m. and 1 p.m. to 4:30 p.m.).

If you need legal advice and cannot afford a lawyer, call the following numbers to see if you are eligible for their services:

Community Legal Services for Saskatoon Inner City at 306-657-6100 or

Pro Bono Law Saskatchewan at (306) 569-3098 or toll free at 1 (855) 833-7257

Other Resources

- Landlord and tenant matters in Saskatchewan are governed by The Residential Tenancies Act, 2006, and The Residential Tenancies Regulations, 2007. These documents are available here:

<https://publications.saskatchewan.ca/#/products/23011> (Act)

<https://publications.saskatchewan.ca/#/products/23014> (Regulations)

- Disputes relating to residential tenancies matters in Saskatchewan are adjudicated by the ORT. The ORT's website is accessible here:

<https://www.saskatchewan.ca/government/government-structure/boards-commissions-and-agencies/office-of-residential-tenancies>

- If you have further questions about rental rights in Saskatchewan, the **Public Legal Education Association of Saskatchewan ("PLEA")** has published a significant amount of material on their website, which can be located here:

<https://www.plea.org/housing/renting>

- **Saskatchewan's residential tenancy law differs from the law in other provinces.** If you find any resources that are not clearly specific to Saskatchewan, be aware that such resources may not accurately reflect the law, or your rights, in Saskatchewan.