



TENANCY AGREEMENT
TEMPLATE FOR LANDLORDS AND TENANTS

The Yukon Residential Tenancies Office makes no representations or warranties regarding this tenancy agreement. This agreement reflects the obligations of landlords and tenants under the Residential Tenancies Act and its regulations (RTA). Parties to this agreement may wish to obtain independent legal advice to ensure the agreement meets their needs. Parties may customize this agreement as long as the changes align with the RTA and its regulations. In this tenancy agreement, the words "tenant" and "landlord" as well as "rental unit" and "residential property" have the same meaning as in the RTA.

If additional space is needed to list all parties, complete and attach Schedule of Parties

[] Schedule of Parties is attached.

Note: if the landlord's information changes, including the landlord's name, address for service (including email address), phone number (including emergency phone number) or the address of the rental unit, the landlord must provide the tenant with the updated information within 21 days of the change.

Residential tenancy agreement between (correct legal names)

Form with sections for Landlord(s) and Tenant(s) information, including fields for name, address, phone, and email, with checkboxes for consent and agent status.

Rental unit

Address

Unit # (optional)

Street address or P.O. box number

City or town

Province, territory or state

Postal code

Maximum number of occupants permitted in the rental unit:

If the amount of rent payable varies with the number of occupants, this **must** be specified:

1. Application of the *Residential Tenancies Act*

1. The terms of this tenancy agreement, including any changes made to the agreement, must comply with the *RTA* and its regulations. Any attempt to avoid or contract out of the *RTA* is of no effect.
2. If a term of this tenancy agreement contradicts the *RTA* or its regulations, that term is void.
3. Any change, including any additions, made to this tenancy agreement must be made in writing and initialed by both the landlord and tenant. Any change that is not initialed by both parties is not enforceable.
4. The requirement for agreement under (3) does not apply to:
 - a. a rent increase made in accordance with the *RTA*;
 - b. a withdrawal of, or a restriction on, a service or facility in accordance with the *RTA*; or
 - c. a change made in accordance with an order of the Residential Tenancies Office in resolving a dispute related to this tenancy agreement.

2. Length of tenancy

This tenancy starts on: **YYYY-MM-DD**

This tenancy is (select one):

on a monthly basis

other periodic tenancy

Weekly

Yearly

Other: _____

for a fixed term

Start date:

YYYY-MM-DD

End date:

YYYY-MM-DD

At the end of the fixed term (select one):

the tenancy may continue on the same terms if both parties agree in writing

the tenancy ends and the tenant must move out of the residential unit

**if you select this option, the landlord and tenant must both initial*

Landlord's initials

Tenant's initials

3. Rent

The tenant will pay rent of \$ _____ each month week other: _____ to the landlord on the first day of the rental period which falls on the _____ day of each month week other: _____ subject to rent increases permitted under the *RTA* and its regulations.

Note: if "other" is selected, the time period must be specified.

What is included in the rent (select only the utilities that are included):

The landlord must not terminate or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Water | <input type="checkbox"/> Stove and oven | <input type="checkbox"/> Internet | <input type="checkbox"/> Storage |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Cable/satellite TV | <input type="checkbox"/> Garbage collection |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Fuel | <input type="checkbox"/> Wood | <input type="checkbox"/> Refrigerator |
| <input type="checkbox"/> Laundry (free) | <input type="checkbox"/> Furniture | <input type="checkbox"/> Carpets | <input type="checkbox"/> Snow removal |
| <input type="checkbox"/> Parking (for _____ vehicles) | <input type="checkbox"/> Other: | | |

Additional information, including any parts of the residential property, other than the rental unit, the tenant has access to:

4. Deposits

The tenant is required to pay a security deposit of \$ _____ by _____.

The tenant is required to pay a pet damage deposit of \$ _____ by _____.

The landlord agrees:

- a. that the security deposit does not exceed the first month's rent payable for the rental unit;
- b. that the pet damage deposit does not exceed 1/2 of the first month's rent payable for the rental unit;
- c. to keep the deposits during the tenancy and pay interest in accordance with the *RTA* and regulations; and
- d. to repay the deposits and interest to the tenant within 15 days of the end of the tenancy, unless
 - i. the tenant agrees in writing to allow the landlord to keep a specified amount as payment for debts owing at the end of the tenancy (e.g. unpaid rent/utilities or damage to the unit); or
 - ii. the landlord applies for dispute resolution under the *RTA* within 15 days of the end of the tenancy to claim part or all of the security deposit.

The 15-day period starts on the later of

1. the date the tenancy ends; or
2. the date the landlord receives the tenant's forwarding address in writing.

A landlord who does not comply with the above sections, may not make a claim against the deposit(s) and must pay the tenant the full amount of the deposit(s) with interest.

The tenant may agree to use the deposit(s) and interest as rent only if the landlord gives written consent.

5. Pets

Any prohibition, restriction or other requirement in relation to pets in the rental unit, including in relation to the pet damage deposit, are subject to the *Human Rights Act*.

6. Condition inspections

The landlord and tenant must inspect the condition of the rental unit together

- a. at the start of the tenancy; and
- b. at the end of the tenancy.

The landlord and tenant may agree on a different day for the condition inspection.

The right of the landlord and the tenant to claim against a security deposit for damage to the residential property may be extinguished if they do not comply with the condition inspection requirements in the *RTA*.

7. Payment of rent

1. The tenant must pay the rent in full and on time unless the tenant is permitted to deduct amounts from rent under the *RTA*. If the tenant does not pay rent, the landlord may serve them with a written notice that rent is unpaid. If rent remains unpaid five days after the tenant receives the written notice that rent is unpaid, the landlord may serve the tenant with a notice to end a tenancy, which takes effect not earlier than 14 days after the date the tenant receives the notice to end the tenancy.
2. The landlord must not take away, or make the tenant pay extra for, a service or facility included in the rent.
3. The landlord must give the tenant a receipt for rent paid in cash.

8. Rent increase

1. The landlord may increase rent once a year. The landlord may increase rent 12 months after the date the rental rate was first established or last increased, even if there's a new landlord or a new tenant assigned.
2. The landlord must provide 3 full months' notice in writing of a rent increase.
3. The amount of the rent increase must comply with the *RTA*, regulations or with an order from the Residential Tenancies Office.

9. Assign or sublet

1. The tenant may assign the tenancy agreement to another person with the landlord's written consent. The tenant must make the request to the landlord at least one clear month before they wish to assign the tenancy. The landlord cannot unreasonably withhold consent. If the assignment is approved, the new tenant will assume all rights and obligations under the existing tenancy agreement.
2. The tenant may sublet all or part of the rental unit to another person with the landlord's written consent. The tenant must make the request to the landlord at least one clear month before they wish for the sublet to begin. The landlord cannot unreasonably withhold consent. The original tenant will retain all rights and obligations under the existing tenancy agreement. If the subtenancy is approved, the subtenant's rights and obligations are derived from the subtenancy agreement between the original tenant and the subtenant.

10. Maximum number of occupants

The maximum number of occupants must be clearly stated in the tenancy agreement. If the amount of rent payable varies with the number of occupants, this must also be specified.

11. Repairs and maintenance

1. The landlord is required to:
 - a. provide the residential property in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law, including the minimum rental standards.
 - b. make repairs after receiving proper notice by the tenant of the need for repair. If the landlord refuses to make the repair, the tenant may apply to the Residential Tenancies Office for an order for completion and/or cost of repair.
 - c. provide the tenant in writing with the name and contact information of the designated contact person for emergency repairs and must update the tenant if the contact information changes.
2. The tenant is required to:
 - a. maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and residential property to which the tenant has access. The tenant must take steps to repair damage caused by their (or their guests') actions or neglect. The tenant is not responsible for reasonable wear and tear to the unit.
 - b. complete any necessary repairs caused by them or their guests within a reasonable time, or the landlord may seek a monetary order from the Residential Tenancies Office.
 - c. take steps to mitigate any damage to the property, including damage that is the landlord's responsibility.
3. In the case of emergency repairs:
 - a. the tenant must make attempts to contact the designated person, and then must give the landlord reasonable time to complete the repairs.
 - b. after providing a reasonable time, the tenant can complete the repairs and claim reimbursement from the landlord by providing a statement of account and receipts. If the landlord does not reimburse the tenant, the tenant may apply for an order from the Residential Tenancies Office to be reimbursed by the landlord. The landlord may takeover completion of the repairs at any time.

- c. the repairs must be urgent and necessary for the health and safety of persons or the preservation or use of the residential property, and includes:
 - i. major leaks in pipes or the roof,
 - ii. damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii. damage to the primary heating system,
 - iv. damaged or defective locks that provide access to the unit, or
 - v. damage involving the electrical system.

12. Plumbing and water supply

1. The landlord must provide all plumbing in the rental unit in good condition and maintain it free from leaks and obstructions and protect it from freezing. If the rental unit includes a plumbed water supply system and the water is supplied directly from a large public drinking water system, the landlord must ensure the system provides an adequate supply of drinking water. If the rental unit includes a plumbed water supply system and the water is supplied otherwise from a large public drinking water system or if the rental unit does not include a plumbed water supply system, the landlord must supply drinking water in the amount, if any, specified in the tenancy agreement.
2. The tenant must maintain all plumbing reasonably free from obstructions and must immediately inform the landlord if the tenant believes the plumbing needs repair.

13. Occupants and guests

1. The landlord cannot prevent or restrict the tenant from having guests under reasonable circumstances in the rental unit.
2. If the number of occupants living in the rental unit exceeds the maximum number in the tenancy agreement, the landlord may discuss the matter with the tenant, and if not resolved, may serve a notice to end tenancy.

14. Locks

15. The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys or other means of accessing the rental unit.
16. The tenant must not change locks or other means of access to the common areas of the property or the rental unit unless the landlord consents in writing or obtains an order from the Residential Tenancies Office.

15. Landlord's entry into rental unit

1. For the duration of the tenancy agreement, the rental unit is the tenant's home. The tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
2. The landlord may only enter the rental unit if:
 - a. at least 24 hours and not more than 7 days written notice is given to the tenant which states
 - i. the purpose for entering (which must be reasonable); and
 - ii. the date and time of entry, between 8am and 8pm, unless the tenant agrees to another time.
 - b. there is an emergency and the entry is necessary to protect life or property;
 - c. the tenant permits the landlord to enter at the time of entry or within 7 days of the entry;
 - d. the tenant has abandoned the rental unit;
 - e. the landlord has an order from the Residential Tenancies Office or court entitling the landlord to enter the unit; or
 - f. the landlord is providing housekeeping or similar services and the entry is solely for that purpose.

16. Ending the tenancy

1. The tenant can end a yearly tenancy by serving the landlord with a three-month written notice. In the case of a monthly tenancy, the tenant must provide notice of one full rental month.
2. The tenant can end a fixed-term tenancy by serving the landlord with one full rental month's notice if the tenant has been admitted into long-term care or there is a safety or security risk if the tenant remains in the rental unit.
3. Both landlord and tenant can end a tenancy for cause by serving the other party with 14 days' notice.
4. The landlord may end a tenancy only in accordance with a reason specified under the *RTA*.

5. A notice to end tenancy must be in writing and must include:
 - a. the address of the rental unit;
 - b. the date the tenancy is to end;
 - c. be signed and dated by the party serving the notice; and
 - d. include the specific grounds for ending the tenancy if required.
5. The landlord and tenant may mutually agree in writing to end the tenancy at any time.
6. The tenant must vacate the unit by 1pm on the day the tenancy ends, unless the landlord and tenant otherwise agree.

17. Landlord to give tenancy agreement to tenant

The landlord must give the tenant a copy of this agreement within 21 days of entering into the agreement.

18. Resolution of disputes

The tenant and the landlord are both entitled to apply for dispute resolution, as provided under the *RTA*.

19. Fees

The landlord may only charge the tenant a fee to reimburse the landlord's direct cost to provide an additional or replacement lock, key or other means of access if, due to the tenant's actions, replacement is necessary to restore the same number of working locks, keys or other means of access that the landlord provided to the tenant at the beginning of the tenancy or is provided at the tenant's request.

The landlord may charge the tenant the insufficient funds fees levied by the bank against the landlord for any cheques of the tenant's returned to the landlord for insufficient funds. The landlord may also charge the tenant a maximum of \$25 for the landlord's administration costs if a cheque of the tenant's is returned for insufficient funds.

A landlord must not charge a tenant any fee that is not specified in the tenancy agreement. If the tenant requests a service or use of a facility that the landlord is not required to provide under the tenancy agreement and the landlord agrees to provide it, the landlord may specify the fee to be paid by the tenant for the service or use of a facility in the tenancy agreement.

20. Additional terms

1. Additional terms, if any, agreed to by landlord and tenant must be attached as an appendix. Additional terms may address matters such as pets, parking, yard work, smoking, fuel and snow removal.
2. All terms must comply with the *RTA* and regulations and must clearly communicate the rights and obligations under it. Any term that does not meet these requirements is not enforceable.
3. Attached to this agreement is is not an appendix.
 - a. If an appendix is attached, provide the following information:
 Number of pages of the appendix: _____ Number of additional terms in the addendum: _____

By signing this agreement, the LANDLORD and TENANT agree to be bound by its terms.

| | | |
|-----------------|-----------|------------|
| | | YYYY-MM-DD |
| Landlord's name | Signature | Date |
| | | YYYY-MM-DD |
| Landlord's name | Signature | Date |
| | | YYYY-MM-DD |
| Tenant's name | Signature | Date |
| | | YYYY-MM-DD |
| Tenant's name | Signature | Date |

GENERAL

Important legal document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional terms – Any additional terms cannot contradict or change any right or duty under the *RTA* or this tenancy agreement.

Amendment of the *RTA* – The *RTA* or a regulation made under the *RTA*, as amended from time to time, take priority over the terms of this tenancy agreement.

Condition report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition inspection report. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and both parties must receive a copy. The parties should keep their respective copies in a safe and secure location.

Change of landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, a landlord or a tenant may apply for dispute resolution at the Residential Tenancies Office to get a decision.

More information is available online at yukon.ca.