



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 Landlord and Tenant Act* and its regulations (*RLTA*). 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 *RLTA* 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 *RLTA*.

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

Schedule of Parties is attached.

Residential tenancy agreement between (full legal names)

Landlord(s) (if entering a business name, use the “last name” field box for the full legal business name)			
Last name		First name	
Last name (if applicable)		First name (if applicable)	
Emergency contact information (phone number or email for tenant to contact landlord)			
Address for services of the <input type="checkbox"/> landlord <input type="checkbox"/> landlord’s agent		City	Postal code
Daytime phone	Other phone	Email	
Tenant(s)			
Last name		First name	
Last name (if applicable)		First name (if applicable)	
Rental unit			
Address		City	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 LANDLORD AND TENANT ACT

1. The terms of this tenancy agreement, including any changes made to the agreement, must comply with the *RLTA* and its regulations. Any attempt to avoid or contract out of the *RLTA* is of no effect.
2. If a term of this tenancy agreement contradicts the *RLTA* 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 (2) does not apply to:
 - a. a rent increase made in accordance with the *RLTA*;
 - b. a withdrawal of, or a restriction on, a service or facility in accordance with the *RLTA*; or
 - c. a change made in accordance with an order of a Residential Tenancy Officer 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
- 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 tenancy must both initial*

- other periodic tenancy Weekly Yearly Other: _____

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 *RLTA* and its regulations.

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

If the tenant fails to pay rent as indicated above, the landlord may serve the tenant with a notice to end the tenancy, which will take effect no earlier than 14 full days from the date notice is given.

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:

4. SECURITY DEPOSIT

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

The landlord agrees:

- a. that the security deposit does not exceed first month's rent payable for the residential unit;
- b. to keep the security deposit during the tenancy and pay interest in accordance with the *RLTA*; and
- c. to repay the security deposit 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 unpaid rent or damage to the unit; or
 - ii. the landlord applies for dispute resolutions under the *RLTA* 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 security deposit AND **must** pay the tenant the full amount of the security deposit.

The tenant may agree to use the security deposit and interest as rent **only** if the landlord gives written consent.

5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of pets in the residential unit is 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 *RLTA*.

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 *RLTA*. If the tenant does not pay rent, the landlord may serve them with a written notice to end a tenancy, which takes effect not earlier than 14 days after the date the tenant receives the notice.
2. The landlord must not take away, or make the tenant pay extra for, a service or facility included in the rent, unless a reduction is made in accordance with the *RLTA*.
3. The landlord must give the tenant a receipt for rent paid in cash.
4. The landlord must return to the tenant by the last day of the tenancy, any postdated cheques for rent that remain in their possession. If the landlord does not have a forwarding address for the tenant who has vacated, the landlord must forward any postdated cheques for rent to the tenant once they provide a forwarding address in writing.

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 *RLTA* and regulations.

9. ASSIGN OR SUBLET

1. The tenant may assign or sublet the rental unit to another person with the landlord's written consent. The tenant must provide one month's notice. The landlord cannot unreasonably withhold consent. The new tenant will assume all rights and obligations under the existing tenancy agreement, at the same rent.
2. If the landlord refuses consent, the tenant may apply for dispute resolution at the Residential Tenancies Office.

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

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.
 - 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 RTO 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.
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 RTO.
 - 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 at least two 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 deduct the cost from rent. 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. OCCUPANTS AND GUESTS

1. The landlord cannot prevent the tenant from having guests under reasonable circumstances in the rental unit.
2. The landlord must not restrict guests or charge any fee for daytime visits or overnight accommodation of guests.
3. 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.

13. LOCKS

1. The landlord must not change locks or other means of accessing the residential property unless the landlord provides each tenant with new keys or other means of access to the property.
2. 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.
3. 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.

14. 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 RTO 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.

15. 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. If the landlord or their immediate family will occupy the rental unit, the landlord can end a yearly tenancy with three full rental months' notice or a monthly tenancy with notice of two full rental months.
3. Both landlord and tenant can end a tenancy for cause by serving the other party with 14 days' notice.
4. 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.
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.

16. 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.

17. RESOLUTION OF DISPUTES

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

18. FEES

Permitted fees include the cost of key replacement or additional keys, lock or access device.

If stipulated in the agreement, the landlord may charge for Non-Sufficient Funds (NSF) fees + a \$25 administrative fee if the bank returns the tenant's cheque.

19. 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, yard work, smoking, fuel and snow removal.
2. All terms must comply with the *RLTA* 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: _____

20. MINIMUM RENTAL STANDARDS

PART 1 – General

1. Purposes

The purpose of this Schedule is to establish minimum rental standards that ensure rental units and residential properties are safe, sanitary and fit for human habitation.

2. Principles

- (1) The minimum rental standards set out in this Schedule are to be interpreted having regard to the age, character and location of the rental unit and residential property, and the services or facilities that are provided or agreed to be provided.
- (2) A tenant or landlord must not interfere with the responsibility of the other for complying with the Act or this Regulation, or for providing a service or facility as agreed in a tenancy agreement.
- (3) Tenants and landlords have a duty to inform each other if there are concerns or issues regarding their rental units or other parts of their residential properties.
- (4) A tenant must not do anything at or in respect of the rental unit or any other part of the residential property that would reasonably be expected to create a health, fire or safety hazard.

3. Interpretation

- (1) In this Schedule

“drinking water” means water that meets the health parameters of the Guidelines for Canadian Drinking Water Quality published by Health Canada, as amended or replaced from time to time.

“plumbing” means all or any part of a drainage system, a water system or a related venting system, including pipes, tanks, water heaters, vents, drain fittings and fixtures;

- (2) A reference in this Schedule to a residential property in respect of a rental unit means, unless the context indicates otherwise, the rental unit and any other parts of the residential property that the tenancy agreement gives the tenant access to.
- (3) For greater certainty, subject to subsection (2) a word or expression that is defined for the purposes of the Act has the same meaning in this Schedule.

PART 2 – Lot and Exterior

4. Surface drainage

The landlord must provide surface water drainage and disposal on the residential property to help prevent erosion, ponding and entry of water into buildings and other structures located on the residential property.

5. Accessory buildings and other structures

The landlord must provide buildings and other structures (other than fences) on the residential property in good repair and free from conditions that would reasonably be expected to create a health, fire or safety hazard.

6. Walks, steps, driveways and parking areas

Walks, steps, driveways and parking areas of the residential property must be provided by the landlord in good condition to afford safe, unobstructed passage and a safe surface and, unless otherwise agreed to by both the landlord and the tenant and stated in the tenancy agreement, must be maintained in that condition by

- (a) the tenant, for any area of the residential property that is for the tenant’s exclusive use; and
- (b) the landlord, for all other areas of the residential property

7. Yards

The landlord must provide the yard of the residential property in a condition that is clean and free from rubbish, debris, holes, excavations and other objects and conditions that would reasonably be expected to create a health, fire or safety hazard.

8. Porches, stairs and balconies

The landlord must provide all porches, balconies, landings, and stairs on the residential property with handrails as required under the *Building Standards Act*, and must maintain the porches, balconies, landings and stairs free from defects that would reasonably be expected to create a health, fire or safety hazard.

9. Exterior walls

The landlord must provide exterior walls of buildings on the residential property with a cladding or covering reasonably free of holes, cracks, and excessively worn surfaces so as to prevent the entrance of moisture, insects, and rodents into the structure, and to provide reasonable durability.

10. Roofs

The landlord must provide each building on the residential property with a weather-tight roof (including eavestroughing and water piping as appropriate), and must ensure that water from the roof of the buildings is reasonably directed away from the building.

PART 3 – Safety and Fire Protection

11. Safety alarms and equipment

- (1) The landlord must ensure that the residential property conforms to all applicable requirements under the *Fire Prevention Act*.
- (2) The landlord and the tenant must comply with each obligation imposed on them under the *Fire Prevention Act*, including (but not limited to) those that relate to smoke alarms and carbon monoxide alarms.

12. Fuel burning appliances

- (1) The landlord must ensure that all fuel burning appliances in the residential property are lawfully installed, are in good working order and are regularly serviced in accordance with the manufacturer's instructions.
- (2) The landlord must ensure that chimneys, smoke pipes, connections, and their components on the residential property are kept clear of obstructions, are cleaned annually (or more frequently if necessary), and are maintained in good working order.

13. Safe passage out

- (1) The landlord must provide the rental unit with a safe, continuous, and unobstructed passage from the interior of the rental unit to the exterior grade level of the building. The passage must not pass through a room contained in a separate rental unit.
- (2) The tenant must not unreasonably obstruct the passage from the interior of the rental unit to the exterior grade level of the building.
- (3) The landlord must ensure that every room in the rental unit that is intended to be a bedroom has a window that provides a safe passage out as required under the *Building Standards Act*.

PART 4 – Interior

14. Basements, crawl spaces and foundations

The landlord must provide cellars, basements, crawl spaces and foundations of the residential property in good repair such that they are reasonably weather tight and rodent proof.

15. Walls, ceilings and floors

The landlord must provide walls, ceilings and floors of the residential property in a structurally sound condition reasonably free from major cracks, crevices, holes and defects.

16. Floors

The landlord must provide floors in the washrooms, shower rooms, toilet rooms, bathrooms and laundry rooms of the residential property that are reasonably resistant to moisture.

17. Doors and windows

The landlord must provide exterior doors, windows and frames on the residential property that operate satisfactorily and are reasonably weather tight and must repair or replace any damaged or missing parts, including broken glass and defective hardware.

18. Entrance doors

The landlord must provide entrance doors to rental units that are capable of being locked from both inside and outside.

19. Heating

- (1) The landlord must maintain the heating system in the building in which the rental unit is located in good working condition.
- (2) The tenant must not use, and the landlord must not require the tenant to use
 - (a) a cooking appliance as a primary source of space heating; nor
 - (b) a portable space heater as a primary source of heat.
- (3) Whichever of the landlord and the tenant controls the temperature of the rental unit must neither allow the rental unit to be so cold, nor cause it to be so hot, that it is reasonable to expect the temperature
 - (a) to be a health or safety hazard; or
 - (b) to cause damage to the rental unit.
- (4) Subsection (3) does not require the landlord or the tenant to do anything to reduce the temperature of the rental unit other than to refrain from heating it.

20. Plumbing and water supply

- (1) If the rental unit includes a plumbed water supply system
 - (a) if the water for the system is supplied directly from a large public drinking water system (as defined in the Drinking Water Regulation under the *Public Health and Safety Act*, the landlord must ensure that the system provides an adequate supply of drinking water to the rental unit;
 - (b) the landlord must provide all plumbing in the rental unit in sound condition, maintain it reasonably free from leaks and obstructions, and ensure it is protected from freezing; and
 - (c) the tenant must maintain all plumbing reasonably free from obstructions and must immediately inform the landlord if the tenant has reason to believe the plumbing is not in sound condition or is not reasonably free from leaks and obstructions.
- (2) For the purposes of paragraph (1)(a), water that is supplied to a rental unit directly from a large public drinking water system is deemed to be drinking water unless there are reasonable grounds to believe that it is not.
- (3) If the rental unit does not include a plumbed water supply system, or its plumbed water supply system is supplied otherwise than directly from a large public drinking water system, the landlord must supply drinking water in the amount, if any, specified in the tenancy agreement.

21. Toilets

- (1) The landlord must provide the rental unit with toilet facilities, whether indoor or outdoor, that meet reasonable health and safety standards and that have a lockable door to provide privacy.
- (2) If a shared bathroom or toilet room includes one or more toilet stalls, the landlord must provide each toilet stall with a lockable door that provides privacy.

22. Bathrooms

- (1) If the rental unit contains a bathroom with one or more fixtures including sinks, showers, tubs and toilets, the landlord must provide the fixtures in good working order.
- (2) The landlord must provide each indoor bathroom with a lockable door that provides privacy.

23. Sewage disposal

- (1) The landlord must ensure that the rental unit is connected to a public sewage system or to a maintained and functioning private sewage disposal system or has an outhouse if there is no plumbed water at the rental unit.
- (2) The landlord must provide the sewage systems and all related components in proper operating condition, free from leaks, defects, and obstructions, and suitably protected from freezing.

24. Ventilation

- (1) The landlord must provide the rental unit with sufficient ventilation so as not to create dampness, moisture or condensation in the rental unit that might reasonably be expected to lead to rot, mildew or other conditions that are a potential health hazard.
- (2) The tenant must use the means provided by the landlord to ensure sufficient ventilation as described in subsection (1).

25. Electrical services

If the rental unit is connected to an electrical power system

- (a) the landlord must provide all outlets, switches, wiring, and fixtures in safe working condition; and
- (b) the tenant must neither change the system in such a way as to create a safety or fire hazard nor overload it.

26. Appliances

If the tenancy agreement requires the landlord to provide appliances in the rental unit

- (a) the landlord must provide properly installed and vented appliances that are in good working condition; and
- (b) the tenant must maintain the appliances in good working condition and must immediately inform the landlord if the tenant has reason to believe an appliance is not in that condition.

27. Pest prevention

- (1) The landlord must provide the residential property free of rodent, vermin, and insect infestations and must take appropriate measures to exterminate infestations, should they occur.
- (2) The tenant must maintain the residential property free of attractants that would reasonably be expected to cause rodent, vermin or insect infestations.

28. Overcrowding

Neither the landlord nor the tenant may allow more people to reside in the rental unit than the lowest maximum number permitted under the fire code established under the *Fire Prevention Act* and other applicable health and safety standards.

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

LANDLORD NAME	SIGNATURE	YYYY/MM/DD DATE
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LANDLORD NAME	SIGNATURE	YYYY/MM/DD DATE
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TENANT NAME	SIGNATURE	YYYY/MM/DD DATE
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TENANT NAME	SIGNATURE	YYYY/MM/DD DATE
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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 *RLTA* or this tenancy agreement.

Amendment of the *RLTA* – The *RLTA* or a regulation made under the *RLTA*, 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 a dispute resolution to get a decision.

More information is available online at yukon.ca.