

Deposits

Under Yukon's *Residential Landlord and Tenant Act* (RLTA), landlords are allowed to ask a tenant to pay a security deposit at the start of a tenancy.

Security deposit – maximum

A security deposit cannot be more than the first month's rent and a landlord can only ask for the security at the beginning of the tenancy. The only exception is if a tenancy is a weekly tenancy. In this case, the maximum security deposit is the first week's rent. If the landlord raises the rent at any point, the landlord **cannot** ask that the security deposit be increased.

A landlord can charge only **one** security deposit for each tenancy agreement, regardless of the number of tenants in the agreement. The landlord cannot ask for more deposit money if more people move in.

A landlord can give a 14-day notice to end tenancy if the tenant does not pay the security deposit within 30 days of the date the tenancy starts.

A security deposit may be used to cover damage caused by the tenant (or tenant's guests) beyond normal wear and tear. However, the landlord must agree in writing before the security deposit can be applied towards the last month's rent. (Any time a landlord requests "last month's rent," this is considered a security deposit).

Post-dated cheques for rent do not violate the rule that a security deposit cannot be more than the first month's rent.

Pet and fuel deposits – prohibited

A landlord cannot charge a separate or extra deposit in relation to either a pet or fuel deposit. Only one security deposit can be collected at any time per tenancy agreement and it cannot be more than the first month's rent.

Pets

Landlords can decide if they will allow pets and restrict the size, kind and number of pets. The landlord can set pet-related fees and rules that the tenant must follow. These rules and fees must be included in the tenancy agreement.

Pet terms and restrictions must comply with existing laws (including bylaws).

Fuel

A landlord may ask for the fuel tank to be filled when the tenant vacates. This should be included as a term in the tenancy agreement. If the tenant does not fulfill this condition, or if a dispute arises, the tenant or landlord may apply to the Residential Tenancies Office (RTO) for dispute resolution.

Further prohibitions

A landlord is prohibited from requiring or including a term in an agreement that says the landlord automatically keeps all or part of the deposit at the end of the tenancy.

Please see topic 19 in the RTO handbook for information on returning security deposits.