

The tenancy agreement

Every landlord and tenant must complete a tenancy agreement (often called a “lease”). This agreement **must be in writing** and be **signed** and **dated** by both the landlord and the tenant(s).

A sample tenancy agreement is available at yukon.ca. Landlords are encouraged to use this Residential Tenancies Office-approved agreement as it complies with all current legislative requirements.

Failure to follow a tenancy agreement’s terms can have significant negative consequences. It is important that both the landlord and the tenant know what is and what is not acceptable and to understand each term of the agreement.

The landlord must give the tenant a copy of the signed and dated tenancy agreement within 21 days of signing.

Information required on a tenancy agreement

It is possible to create or customize a tenancy agreement. But it must meet legislative requirements.

The agreement must include:

- address for service and telephone number of the landlord (or landlord’s agent);
- a telephone number the tenant may call in the case of emergencies;
- address of the rental unit;
- date the tenancy agreement is entered into;
- date when the tenancy starts;
- type of tenancy (i.e. fixed-term or periodic);
- date when the tenancy ends, if the tenancy is for a fixed term.

Standard terms of a tenancy agreement

The following **standard terms** are consistent with the *Residential Landlord and Tenant Act (RLTA)* and regulations and must be included in every tenancy agreement:

- sublet or assigning (transfer) of the tenancy agreement;
- condition inspections;
- permitted fees;
- prohibited fees;
- rules for entry by a landlord;
- ending the tenancy;
- locks;
- rent increases;
- repairs; and
- plumbing and water supply.

In addition to the terms above, every tenancy agreement must include:

- a clear description of any parts of the residential property, other than the rental unit, that the tenancy agreement gives the tenant access to; and
- a copy of the minimum rental standards that are set out in the schedule to the RLTA regulations.

Changes to a tenancy agreement

After a landlord and tenant enter into a tenancy agreement, changes or deletions of **standard terms** in the agreement are not allowed.

A landlord and tenant may make a change to a term that is not a standard term if both agree. This agreement should be made in writing.

Agreement of a tenant and landlord to change a non-standard term is not required if:

- it is for a rent increase for additional occupants;
- it is for a yearly rent increase as permitted under the RLTA;
- it is for another reason set out in the tenancy agreement;
- the RTO has issued an order to allow the change without agreement.

A landlord cannot ask a tenant not to apply for dispute resolution as a condition of a tenancy agreement.

Terms must not be contrary to the RLTA and must meet the minimum requirements set out by the RLTA or regulations.

Landlords are not allowed to charge additional application fees for accepting, processing, or investigating applications for rental, or for accepting a person as a tenant.