



## TENANCY AGREEMENT

This Tenancy Agreement is signed and commences on this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

Between: \_\_\_\_\_ (the "Landlord")

And \_\_\_\_\_ (the "Tenant")

in respect of \_\_\_\_\_, (the "Premises")

Regina, Saskatchewan, \_\_\_\_\_ (Postal Code), including one pre-assigned, electrified parking stall\*.

The parties agree as follows:

Move-In: \_\_\_\_\_

**TERM:** The tenancy is a lease with the following dates: Start Date: \_\_\_\_\_

Length/Expiry: \_\_\_\_\_

**SECURITY DEPOSIT:** Upon signing the agreement, the Tenant shall pay the Landlord the Security Deposit of \$ \_\_\_\_\_ (the 'Security Deposit'). If the Tenant decides not to move-in, the Tenant must provide one calendar months' notice, or the Security Deposit will be forfeited. The Security Deposit may be used for a future tenancy with Altern Properties Inc. or any property under its management or transferred to a different premises/Landlord under Altern Properties Inc. management.

**ONE-TIME FEES:** Prior to possession of the premises, the Tenant shall pay the Landlord the following one-time fees/charges:

Non-Refundable Pet Fee \$ \_\_\_\_\_

Parking Pass \$ \_\_\_\_\_

**Total One-Time Fees** \$ \_\_\_\_\_

**RENT:** At the Lease Start Date, the monthly rent shall be:

Monthly Base Rent \$ \_\_\_\_\_

Less: Lease Incentive/Subsidy \*\* - \$ \_\_\_\_\_

Plus: In-Suite Laundry \*\*\* +\$ \_\_\_\_\_

Plus: Extra Parking Fee +\$ \_\_\_\_\_

Plus: Storage Fee +\$ \_\_\_\_\_

Plus: Maintenance Fee +\$ \_\_\_\_\_

**Total Monthly Rent** \$ \_\_\_\_\_

### PRORATED RENT/INCENTIVES

Pricing Authorization (Initials): \_\_\_\_\_

\*Parking at the Residences at Grasslands is provided on a first-come, first-serve basis, and the Tenant may be placed on a waiting list.

\*\* Subsidy is subject to income verification and terms set by Saskatchewan Housing Corporation or Regina Housing Corporation at selected properties.

\*\*\*In-Suite Laundry is included at all properties unless the Tenant is a recipient of SaskHousing or ReginaHousing subsidies.

Please acknowledge that you have read and understand the information on this page of the tenancy agreement by initialing: \_\_\_\_\_

**RENT – The Total Monthly Rent shall be paid in advance to the Landlord on or prior to the first day of each calendar month.** Except as expressly provided otherwise in this Tenancy Agreement, all other amounts payable by the Tenant to the Landlord as identified in Schedule “A” or as outlined on Page 1 or any agreement signed thereafter, including the Extra Parking Agreement, Pet Agreement, or Storage Agreement, shall be paid to the Landlord on or prior to the first day of each calendar month. If the first day of the calendar month is on a Saturday, Sunday, or Canadian Statutory Holiday, the tenant will be required to pay the Total Monthly Rent on the business day prior.

**UTILITIES – Sky Harbour Estates, Sky Pointe Estates, Rochdale Crossing, Deveraux Heights, and Madison Ridge:** The Tenant shall be responsible for the set up and payment of all natural gas and electricity attributed to the Premises in accordance with the Specific Terms and Conditions. Water and sewer services attributed to the Premises are included in the Total Monthly Rent.

**Sterling Manor, The Apex at Acre 21 Apartments, Madison Manor, Harbour View Estates, and Residences at Grasslands:** The Tenant shall be responsible for the set up and payment of electricity attributed to the Premises in accordance with the Specific Terms and Conditions. Water and sewer and natural gas services attributed to the Premises are included in the Total Monthly Rent.

**TERMS AND CONDITIONS:** Specific Terms and Conditions attached as Schedule "A" (the "**Specific Terms and Conditions**") form an integral part of this Tenancy Agreement. In accordance with *The Residential Tenancies Act, 2006* and *The Residential Tenancies Regulations, 2007*, the standard conditions outlined in Schedule "B" form part of this Tenancy Agreement, the standard conditions outlined in Schedule "C" (Optional) form part of this Tenancy Agreement, along with any and all other forms or agreements, such as an Extra Parking Agreement, Pet Agreement, and Storage Agreement, which will form part of this Tenancy Agreement.

**ADDRESS FOR SERVICE:** The Landlord agrees that Altern Properties Inc. shall be its agent for the purposes of doing all acts and executing all documents and notices to be given to the Landlord. They shall be sufficiently delivered to the Landlord c/o Altern Properties Inc. 4013 Harbour Landing Drive, Regina, Saskatchewan, S4W 0E5, (306) 781-7375, (306) 781-7371(fax). In the case of emergencies, the Tenant should call (306) 337-3704.

**SIGNED** on behalf of the Landlord by Altern Properties Inc. as agent of the Landlord:

Per Name \_\_\_\_\_

**SIGNED** by the Tenant(s):

Rehan Ahmed Khan 11-1-15

Tenant

Witness

Mahrulkh

Tenant

Witness

Tenant

Witness

#### **ACKNOWLEDGEMENT OF RECEIPT OF COPY OF TENANCY AGREEMENT**

The Tenant hereby acknowledges receipt of a copy of the annexed Tenancy Agreement (including the annexed Schedules "A" and "B", and all other forms) signed on behalf of the Landlord by the Landlord's agent and by the Tenant on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ via email or paper copy.

Rehan Ahmed Khan 11-1-15

Tenant

Witness

Mahrulkh

Tenant

Witness

Tenant

Witness

## **SCHEDULE "A" - SPECIFIC TERMS AND CONDITIONS**

The following specific terms and conditions form an integral part of the Tenancy Agreement between the Landlord and the Tenant:

### **DELIVERY OF POSSESSION OF PREMISES**

The Landlord shall not be liable to the Tenant for any failure to deliver possession of the Premises on the Move In or Start Date. Such a failure by the Landlord to deliver possession of the Premises shall not entitle the Tenant to treat the tenancy under this Tenancy Agreement as at an end provided that the Tenant shall be entitled to pay prorated Rent in accordance with these Specific Terms and Conditions. The Landlord is not responsible for any losses incurred if the Tenant fails to provide the contents of the Pre-Move In Checklist.

### **UTILITIES AND ELECTRICITY**

Prior to occupying the Premises, utilities shall be transferred into the Tenant's name. The Tenant shall be responsible for the payment of all utilities including, without limitation, the costs of electricity that are levied against the Premises. The Tenant covenants and agrees that the Landlord or its property manager shall be entitled to allocate charges incurred by the Landlord in relation to electricity provided to the apartment complex to each of the rental units including the Premises on such basis as the Landlord may reasonably determine, in its discretion, from time to time. Neither the Landlord, the property manager, the building manager nor any other agent of the Landlord shall be responsible for or liable to the Tenant, the Tenant's family or any of their respective guests for any interruption in the supply of any utilities to the Premises.

### **LATE PAYMENTS AND BAD CHEQUES**

The Tenant shall be liable to pay the Landlord a \$25.00 late fee in the event that Total Monthly Rent is not paid on the date such payment was due pursuant to this Tenancy Agreement. The Tenant shall be liable to pay the Landlord a \$25.00 charge for any NSF (non-sufficient funds) cheque or automatic withdrawals from the Tenant in addition to the \$25.00 late fee charge.

In the event that the Tenant shall fail to pay the Total Monthly Rent to the Landlord pursuant to this Tenancy Agreement within a period of fifteen (15) days of the due date for payment of such amount, the Landlord shall be entitled to evict the Tenant immediately upon notice by the Landlord to the Tenant. The Tenant agrees to pay for the hearing and sheriff charges if a hearing and/or sheriff has been scheduled, rates of which are set by the Office of Residential Tenancies and Ministry of Justice respectfully.

If the Tenant pays via automatic withdrawal (CAFT) and changes their banking information for the account in which the Total Monthly Rent is withdrawn, they must notify the Landlord by the 20<sup>th</sup> of the calendar month in any month with the exception of February and December – in February and December, the Tenant agrees to update their banking information prior to the 15<sup>th</sup> of the calendar month. To update the banking information, a VOID cheque or Pre-Authorized Debit form must be provided to the Landlord. The Tenant acknowledges that if the banking information is not changed by the dates specified, the Tenant's payment may be returned as NSF and will be subjected to an NSF and/or late fee.

### **PRO RATA RENT**

In the event that the Premises is rented to the Tenant for less than one (1) calendar month at the beginning period of tenancy pursuant to this Tenancy Agreement, the Tenant shall pay prorated rent for that period based on the number of days of tenancy in that calendar month divided by the number of days in that calendar month multiplied by the amount of Monthly Base Rent, including non-prorated fees such as maintenance fees, storage fees, and extra parking fees. Moving in to the Premises on any day other than the first of the calendar month does not entitle the Tenant to provide a notice to terminate their tenancy on the same day of the month as when they moved in – the financial responsibility will end on the last day of the calendar month so long as they provide one calendar months' written notice.

### **RENT INCREASES**

The Landlord shall be entitled to increase the amount of Monthly Rent subject to and in accordance with the provisions of applicable laws and regulations of the Province of Saskatchewan. Monthly rentals are subject to six months' notice for increases, and two months' notice for Tenants who have signed a one year lease with the Landlord.

### **ASSIGNMENT AND SUBLETTING**

Subject to applicable laws and regulations, the Tenant may only assign this Tenancy Agreement or sublet the Premises with the written consent of the Landlord. In the event of such assignment or sublet of the Premises, the Tenant shall (notwithstanding the consent of the Landlord) remain liable for any matters that are the Tenant's responsibility under applicable laws and regulations or this Tenancy Agreement respecting this Tenancy Agreement or the Premises that arose before the date the Tenancy Agreement was assigned or sublet.


### **RULES AND REGULATIONS**

The Tenant shall comply with all rules and regulations of general application in relation to the apartment building and complex issued from time to time by the Landlord or any property manager managing the apartment building and complex.

### **SERVICES AND FACILITIES INCLUDED IN RENT**

The following services and facilities are to be provided by the Landlord and are included in the Rent

- Use of one electrified parking space within the apartment complex and lands as designated by the Landlord from time to time
- Appliances included are a fridge, stove, microwave, and dishwasher.
- Common laundry facilities (in applicable buildings) and/or in suite laundry (in applicable apartments)
- Window coverings
- Intercom systems; and
- Garbage and recycling facilities.

Please acknowledge that you have read and understand the information on this page of the tenancy agreement by initialing: 11-1-15 

### **PARKING**

The Tenant shall not be permitted to park in any parking space within the apartment complex or lands other than the parking space designated by the Landlord for the Tenant. Parking spaces are to be used for the exclusive purpose of parking licensed, operable and motorized vehicles. No repairs are to be conducted to vehicles in parking spaces. Neither the Landlord, the property manager, the building manager nor any other agent of the Landlord shall be responsible for or liable to the Tenant, the Tenant's family or any of their respective guests for any damages caused to any of their vehicles or any loss arising from the theft of any personal property from such vehicles notwithstanding that such vehicles may be parked in the parking lot or elsewhere on the apartment complex or lands. The Landlord shall not be required to provide any security to the parking lot. The Tenant shall be responsible for attending to, in accordance with applicable laws and regulations, the cost of removal of a vehicle of their own or authorized to park within, or unauthorized or trespassing vehicles from the Tenant's designated parking space. Tenant agrees that the Landlord is entitled to temporarily restrict or remove access to or use of the parking space and parking lot for cleaning and repair upon providing 24 hours' notice.

### **IN-SUITE LAUNDRY (WASHER/DRYER APPLIANCE)**

The Tenant acknowledges that the washer/dryer appliance is an upgrade to the Premises that carries special and separate responsibilities from any other appliances in the Premises. With their use, the Tenant agrees to be fully responsible for all maintenance and/or damages including proper cleaning of dryer filter after each use, routine inspection of all water hose connections and drain and routine inspection of dryer vent connection. The Tenant acknowledges that any damages to the water hoses are the Tenant's responsibility to maintain, and that any breakage or leaks from these hoses is the Tenant's responsibility and any accidental or purposeful damage caused will be at the Tenant's expense. Any damage to the pumps, filters or electrical services is the responsibility of the Tenant. **Overloading of the washer or dryer will cause excessive wear and possible failures of the pumps or motors.**

### **DAMAGES**

The Tenant shall give immediate notice to the Landlord of any damage to the Premises or any defect, breakage or failure of any structure, fixture or equipment in the Premises or the apartment complex. The Tenant shall be responsible for the cost of all damages to the Premises caused by the Tenant and the Tenant's family and their respective guests or invitees including, without limitation, the cost of repairing any plugged toilets, sinks, drains or other plumbing fixtures or infrastructure and the cost of repairing or replacing any windows, screens, doors, walls, appliances, electrical or plumbing fixtures or infrastructure that are damaged, broken, removed or destroyed during the tenancy under this Tenancy Agreement or upon the Tenant or the Tenant's family vacating the Premises. The Tenant covenants and agrees to immediately indemnify the Landlord, any property manager or any other agent of the Landlord immediately for any damage, loss, cost or expense incurred by them as a result of such damages in accordance with this paragraph.

### **OCCUPATION BY TENANT AND TENANT'S FAMILY**

The Premises shall not be occupied by any person other than the Tenant named in this Tenancy Agreement and the immediate family of such Tenant.

The Tenant shall not leave any guest or other invitee in charge of the Premises or have guests who stay within the Premises for a period of more than one (1) week, without first having informed the Landlord in writing. If the Tenant will not be in occupation of the Premises for a period of more than one (1) week, the Tenant shall provide at least ten (10) days prior notice to the building manager in order that the Landlord can provide any notice to the Tenant required by applicable laws and regulations of the Landlord's intention to periodically inspect the Premises during the absence of the Tenant.

### **PERSONAL PROPERTY AND INSURANCE**

The Tenant shall be responsible for all damages to the personal property of the Tenant, the family of the Tenant and any of their respective guests or invitees. Neither the Landlord, the property manager, the building manager nor any other agent of the Landlord shall be responsible for or liable to the Tenant, the Tenant's family or any of their respective guests or invitees for any damage to any of their personal property. **It is the Tenant's responsibility to obtain tenant's insurance as a mandatory requirement of renting the Premises.** A certified copy of the tenant insurance, cover note of insurance, or certificate of insurance must be provided to the Landlord prior to obtaining possession of the Premises. The insurance must begin for the Move in Date specified on page one (1) of this Tenancy Agreement.


Tenant hereby agrees to primary responsibility for all claims that may arise during the rental of said property. Tenant agrees to hold Landlord, its affiliates or their employees harmless and defend the Landlord in the event of any litigation that arises from the use of the Property. Further, the tenant will provide proof of general liability insurance in an amount of no less than \$2,000,000 to the Landlord. Proof of continuing insurance should be provided annually within 30 days of expiry of said insurance policy. Notwithstanding the foregoing, the tenant shall not be responsible for the gross negligence and willful misconduct of Landlord, its affiliates or their employees resulting in any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any part thereof or the adjoining properties.

The Tenant covenants and agrees not to do anything, or permit any person to do anything, which would cause an increase in premiums to be paid by the Landlord in relation to the apartment complex.

The Landlord, the property manager, the building manager or any other agent of the Landlord shall not be responsible for any theft or damage of or to any personal property (including, without limitation, clothing and cleaning supplies) left in any, balcony, laundry room or storage facility in the apartment complex. Employees and other representatives of the Landlord or the property manager are expressly prohibited from storing, moving or handling articles or personal property in the laundry room or in storage areas and, if any such employee or other representative does so at the request of the Tenant or a member of the Tenant's family or any of their respective guests or invitees, such employee or representative shall be deemed to be acting as the agent of the Tenant for such purpose.

### **PERSONAL INJURY**

The Landlord, the property manager, the building manager nor any other agent of the Landlord shall not be responsible for any personal injury to the Tenant or the Tenant's family.

Please acknowledge that you have read and understand the information on this page of the tenancy agreement by initialing.: 

## **DEBRIS AND GARBAGE**

The front entrance of the Premises and any deck, balcony or backyard forming part of the Premises is to be kept free at all times of any debris or garbage. Refuse containers are supplied at various locations within the apartment complex and lands, and the Tenant shall be entitled to place bagged garbage in such containers. Such refuse containers may only be used for general household waste as may be permitted by bylaws or other regulations of the City of Regina. The Tenant shall be responsible for removal of debris and garbage (ex, mattresses, Christmas trees, furniture) to the City of Regina landfill or to recycling depots (ex., SARCAN) where required by such bylaws and regulations or by applicable laws and regulations of the Province of Saskatchewan. **The Landlord shall be entitled to charge the Tenant a \$100.00 disposal charge for the removal OR accumulation of any garbage or debris.** This charge will also be applied if a Tenant leaves their garbage in a common area of the building, on their deck or balcony, or fails to comply with pet waste removal regulations set by the City of Regina and by the Landlord.

## **ENDING OF TENANCY**

The Tenant may end the tenancy created by this Tenancy Agreement only in the manner, and upon the provision of advance notice to the Landlord, as further specified in *The Residential Tenancies Act, 2008* or other laws and regulations applicable to the Premises from time to time. **As such, one calendar months written notice is required in order to vacate the Premises.** For example, if the Tenant wants to move out on the 31<sup>st</sup> of December, a notice to terminate the Tenant's tenancy agreement must be received on or before the 30<sup>th</sup> of November. To provide the Landlord with late notice (ex. December 1 to move out on December 31) will make the Tenant liable to pay the next months' rent. (ex. Tenant gave notice on December 1 to move out on December 31 and will be responsible for January's rent as a result, unless the unit is rented out and the new tenant took possession on January 1. Should the Premises be rented out the Tenant is no longer responsible, and may be refunded rent in whole or in pro-rated terms if payment was made prior to the Premises being rented.)

When the Tenant vacates the Premises, the Tenant shall leave the Premises reasonably clean and undamaged, except for reasonable wear and tear, and give the landlord all the keys or other means of access that are in the possession or control of the Tenant and that allow access to and within the Premises and the apartment complex and property. The Tenant shall vacate the Premises no later than 12:00 PM on the date the tenancy of the Premises ends to permit cleaning and repair of the Premises. The Tenant shall arrange with the Landlord for a final inspection, in the Tenant's presence, at the time the Premises is vacated.

## **LEASE INCENTIVES**

If the Tenant has signed a two year lease, one year lease or a six month lease with the Landlord and wishes to vacate before the expiry date of the Tenancy Agreement, the Tenant will be responsible to pay for all incentives received and executed during their tenancy with the exception of the Refer-a-Friend incentive. Failure to do so will entitle the Landlord to take legal action against the Tenant for the remainder of the Total Monthly Rent and other accrued charges for the remaining months of the two year lease, one year lease or six month lease.

## **SALE OF APARTMENT COMPLEX**

The Tenant hereby irrevocably consents to the Landlord or its agents entering the Premises for the purpose of showing the Premises to prospective purchaser of the apartment complex.

## **PACKAGE ACCEPTANCE POLICY the Apex at Acre 21 Apartments Only**

All carriers will be provided an access code to deliver packages directly to the onsite Package Locker System.

Access codes and instructions can be obtained from the Altern management office located at 3928 Green Falls Drive between the hours of 8am and 5pm, Monday to Friday. This will be our primary method of package acceptance moving forward for this site.

Packages are not to be left unattended in any common area on site, including in hallways, the mailbox area, or in front of apartment doors.

Property staff will not accept or sign for any resident packages.

If the carrier is unable to comply with this policy, they are permitted to attempt to deliver directly to the resident at their individual unit by 'buzzing' their unit.


Carriers are not to buzz another unit to gain access to the building and leave packages unattended in front of apartment unit door.

Altern Properties is not responsible for any packages left unattended in any common areas of our properties.

## **MISCELLANEOUS**

The following terms and provisions also form an integral part of this Tenancy Agreement:

1. **Waterbeds** — Waterbeds are not permitted within the Premises.
2. **Damages Due to Open Windows** — The Tenant shall be responsible for all damages and losses caused by any window or windows or doors forming part of the Premises or the entrance to the Premises being left open by the Tenant or any other person including, without limitation, any damages caused to the Premises or the apartment complex by exposure to water or to freezing (ex, damages caused by the bursting of water pipes).
3. **Hanging or Posting of Signs, Flags, Banners** — Except as expressly permitted by applicable laws and regulations (ex, rights to post signs in accordance with elections laws), the Tenant shall not, nor permit any other person to, place, affix or otherwise hang any signs, flags, banners, posters, tin foil or blankets of any kind on any door, window, balcony, deck or any other part of the Premises or any part of the apartment complex or lands.
4. **Barbeques** — Only liquid propane barbeques are permitted on the Premises. All liquid propane tanks must be stored outdoors on the Premises. No other instruments in which open flame can be used is permitted. (Ex. Fire pits and/or charcoal barbecues)
5. **Combustible Materials** — With the exception of liquid propane (as outlined above), no other combustible materials shall be kept on the Premises.
6. **Furnaces and Heaters** — All areas surrounding any furnace or heater shall be kept clear of all materials.
7. **Water and Gas Lines** — The Tenant shall not permit any person to hang any object from any water line, gas line or service head on the Premises or within the apartment complex or property.

Please acknowledge that you have read and understand the information on this page of the tenancy agreement by initialing.: 



8. **Observance of Rules, Laws and Regulations** — The Tenant shall observe (and shall not permit any family of the Tenant or any of their respective guests or invitees to breach) any and all laws, regulations, codes, and municipal bylaws or orders applicable to the occupancy and use of the Premises including, without limitation, any and all fire department, health and police regulations.
9. **Fixtures and Appliances** — The Tenant shall not erect, install, affix or otherwise place any radio or television antenna, tower, satellite dish, appliance, fan or any other fixture or equipment to or on the Premises or any part of the apartment complex except where expressly permitted by this Tenancy Agreement or with the prior written consent of the Landlord (provided always that such consent may be arbitrarily or unreasonably withheld by the Landlord in its sole discretion). Nothing shall be attached, pasted, nailed or otherwise affixed to the doors or windows of the Premises.
10. **Alterations and Decoration** — The Tenant shall not conduct or permit any structural, electrical, heating, plumbing or similar alterations at any time within the Premises. The Tenant shall not conduct or permit any redecoration or painting of the Premises without the prior approval of the building manager or the Landlord. The Tenant shall only be entitled to use reasonably sized picture nails or j-hooks for the purpose of hanging articles on the walls of the Premises. The Tenant shall not use or permit the use of any form of ceiling hook.
11. **Repairs** — All repairs of the Premises shall be conducted by a qualified service person approved by the Landlord, property manager or building manager.
12. **Pets and Animals** — Pets are subject to the approval of Altern Properties. The Pet Agreement must be completed and approved before any pets enter the premises. If the pet is a service animal, all appropriate information must be provided to the Landlord prior to the service animal being allowed on the Premises.
13. **Residential Use Only** — The Tenant shall not use or permit the use of the Premises for any purpose other than as a residence.
14. **Keys** — Keys to the Premises are to be provided by the Landlord to the Tenant. The Tenant shall not be permitted to change or rekey any locks without the prior written consent of the Landlord. All locks are coded to a master key for the purposes of maintenance and management of the apartment complex including, as required, the Premises. Any unauthorized change or rekeying of any lock will result in charge to the Tenant for the purpose of engaging a lock smith. Failure by the Tenant to return all keys provided by the Landlord upon termination of the tenancy or vacation of the Premises will result in an additional charge to the Tenant for the purpose of engaging a lock smith.
15. **Nuisance** — The Tenant shall not cause, create, or permit any other person to cause or create any excessive noise or any other nuisance to the occupants of the apartment complex or lands adjacent or in the vicinity of the apartment complex.
16. **Carpet Cleaning** — The Tenant may be responsible to have the carpets professionally steam cleaned upon vacating and provide the landlord with the receipt. Failure to do so will result in the cost being deducted from the Tenant's Security Deposit.
17. **Smoking** — Smoking is strictly prohibited in all suites and common areas of the rental complex. Due to the increased risk of fire, increased maintenance costs, the detrimental health effects of exposure to second-hand smoke, and the impacts smoking may have on the quiet enjoyment of others as defined in Section 58(1)(e)(ii) of the Residential Tenancies Act of Saskatchewan, 2006:
- The Tenant agrees that the Tenant, Occupant, Guest or other invitee or visitor of the Tenant shall not smoke cigarettes, cigars, marijuana, e-cigarettes, or any similar product whose use generates smoke anywhere within the Tenant's suite and/or the common indoor areas and amenities, including balconies and patios, lobbies, elevators, parking garages, pool facilities, hallways, corridors, stairwells, laundry facilities and party or entertainment rooms, except in a designated smoking area, if any is provided, from time to time.
  - "Smoking" includes the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, or any similar product whose use generates smoke.
  - "Invitee" includes any contractor, agent, household worker, or other person engaged by the Tenant to provide a service or product to the Tenant.
  - When smoking in a designated smoking area, the Tenant will take care to extinguish all cigarettes and dispose of butts in an ashtray or waste receptacle.
- If smoking in the Tenant(s)' suite or other areas cause the loss of quiet enjoyment by any other resident(s) within the rental complex, the landlord will inform the Tenant(s) in writing to correct the issue. If the issue is not corrected immediately, the landlord will apply to the Office of Residential Tenancies to have the tenant(s)' tenancy terminated.
18. **Cannabis Cultivation and Use** — As per section 22.1(1)(a) of the *Residential Tenancies Act of Saskatchewan, 2006* 'a landlord may establish and enforce rules about the tenant's use, occupancy or maintenance of the rental unit or residential property, including rules prohibiting the possession, use, selling or distribution of cannabis or the growing and possession of cannabis plants in the rental unit'. As such, The Tenant(s) covenants and agrees that they shall not smoke or grow cannabis in the rental unit at any time. The Tenant(s) further covenants and agrees that the use of Cannabis in any form, as well as purchasing or selling any amount of Cannabis, anywhere in the rental unit or the rental complex is strictly prohibited and a breach of this Lease.
19. **Exclusions by Property** - The following services and facilities included in rent are exempt from the following Landlords:
- Sky Harbour Estates — Pets (other than certified service animals) are prohibited from the Premises.
  - Sky Pointe Estates — Pets (other than certified service animals) are prohibited from the Premises.
  - Madison Ridge — Dishwashers are not provided.
  - The Residences at Grasslands (GL Residences Holdings Ltd.) — The Tenant will be provided with an outdoor or underground stall, dependent upon availability and will be available to the Tenant on a first come, first service basis. No pets, other than cats (or certified service animals) are prohibited from occupying the Premises.

## **Schedule “B” - Standard Conditions of a Tenancy Agreement**

*The Residential Tenancies Act, 2006*

**NOTE:** These Standard Conditions are conditions of every tenancy agreement. Both landlord and tenant should consult *The Residential Tenancies Act, 2006* (the 'Act') and *The Residential Tenancies Regulations, 2007* (the 'regulations') to determine the full extent of their rights and obligations. If there is a conflict between a provision in these Standard Conditions and a provision in the Act or the regulations, the provision in the Act or regulations prevails.

### **Application of The Residential Tenancies Act, 2006**

- 1(1) These standard conditions form part of every tenancy agreement.
- (2) The terms and conditions of any tenancy agreement may not contradict or change any right or obligation under the Act, regulations or standard conditions.
- (3) A term or condition of a tenancy agreement that contradicts or changes such a right, obligation or standard condition is void and cannot be enforced.

### **Written tenancy agreements [see sections 19, 20 and 21 of the Act]**

- 2(1) Tenancy agreements do not have to be in writing. If a landlord and tenant enter into a written agreement, it must comply with the Act and the regulations. The landlord must give the tenant a copy of the signed agreement within 20 days after entering into the agreement.
- (2) A fixed term tenancy for more than three months must be in writing, and must set out the date on which the tenancy is to end. A tenancy agreement that does not set out that date or is not in writing will be deemed to be a month-to-month tenancy.
- (3) Whether or not a tenancy agreement is in writing, the landlord must provide the tenant with an address for service and telephone number as well as a telephone number for emergency repairs.

### **Security deposits [see sections 25 and 26 of the Act]**

- 3(1) A security deposit may not exceed the equivalent of one month's rent. A tenant does not have to pay more than 50% of the security deposit on the date that the landlord and tenant enter into the tenancy agreement. The balance of the security deposit is to be paid within two months after the tenant takes possession of the rental unit. (Special rules apply if the Minister responsible for the administration of The Saskatchewan Assistance Act guarantees payment of the security deposit.)
- (2) If a landlord accepts a security deposit that is greater than one month's rent, the tenant may deduct the overpayment from rent or apply to the Office of Residential Tenancies (the "ORT") to recover the overpayment.

### **Payment of rent [see sections 41, 42 and 43 of the Act]**

- 4(1) A tenant must pay rent when it is due, whether or not there are problems with the landlord or the tenancy. If problems cannot be resolved, a tenant should, instead of withholding rent, apply to the ORT for an appropriate remedy.
- (2) A landlord must provide a tenant with a receipt for rent paid in cash.
- (3) A landlord must not terminate or restrict a service or facility without the tenant's consent unless the landlord obtains an order from the ORT.
- (4) A landlord is prohibited from imposing charges or increasing rent for a service or facility that was previously available at no cost, unless the tenant agrees or the landlord obtains an order from the ORT.
- (5) A tenancy agreement must not include a provision that all or part of the rent payable for the remainder of the term of the tenancy agreement becomes due and payable if the tenant breaches a provision of the tenancy agreement.

### **Rent increase [see sections 53.1 and 54 of the Act and section 8.1 of the regulations]**

- 5(1) A landlord must give a tenant in a periodic tenancy:
  - (a) one year's advance written notice of a rent increase, and the landlord shall not increase the rent more than once each year if the landlord is not a member of the Saskatchewan Landlord Association Inc.;
  - (b) six months' advance written notice of a rent increase, and the landlord shall not increase the rent more than twice each year if the landlord is a member of the Saskatchewan Landlord Association Inc.
- (2) If a landlord fails to give the required notice, the rent increase does not take effect until the applicable notice period has passed. If a landlord increases rent without proper notice, the tenant can apply to the ORT for compensation.
- (3) A landlord under a fixed term tenancy must not increase the rent during the term of the tenancy unless the amount of the increase (expressed either in dollars or as a percentage) and time when an increase is to come into effect have been stated in the lease signed by the landlord and the tenant.

### **Assignment and subletting [see section 50 of the Act and section 8 of the regulations]**

- 6(1) If a tenancy is for a fixed term (as opposed to a 'month-to-month' tenancy), a tenant may sublet a rental unit only with the written consent of the landlord. The landlord must not unreasonably withhold consent to the proposed sublease and may charge a tenant a fee of not more than \$20 for considering or consenting to a sublease.
- (2) If a rental unit has been sublet, the original tenant remains responsible for fulfilling the tenant's obligations under the Act, the regulations and the tenancy agreement with respect to matters that arose before the date the unit was sublet.

**Protection of tenant's right to quiet enjoyment [see section 44 of the Act]**

7 A tenant is entitled to quiet enjoyment of a rental unit. This includes a right to:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance by the landlord or other tenants;
- (c) exclusive possession of the rental unit; and
- (d) use of common areas for reasonable and lawful purposes.

**Landlord and tenant obligations to repair and maintain [see section 49 of the Act]**

8(1) A landlord must maintain rental property in a good state of repair and fit for the use and enjoyment of the tenant. A landlord must keep all services and facilities included with the rent (ex, appliances, heating and plumbing systems, etc.) in a good and functional state of repair.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and must repair damage to the rental unit, services or facilities caused by the tenant or someone permitted on the property by the tenant. The tenant is not responsible for reasonable wear and tear.

(3) If the landlord grants the tenant the exclusive use of residential property (such as a single family dwelling), the tenant is responsible for the ordinary cleanliness of the exterior of the property, including the yard or surrounding land, unless the parties agree otherwise.

**Landlord's right to enter rental unit [see section 45 of the Act]**

9(1) A landlord must not enter a rental unit unless one of the following applies:

- (a) the tenant gives permission at the time of the entry;
- (b) at least 24 hours (and not more than seven days) before the entry the landlord gives the tenant written notice that sets out the date and time of entry and a reasonable purpose for entering;
- (c) the landlord enters the unit to provide housekeeping or related services pursuant to a written agreement with the tenant;
- (d) the landlord has an order from the ORT that authorizes the entry;
- (e) the tenant appears to have abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

(2) The notice provided by the landlord must state a maximum four-hour period during which the landlord will enter the rental unit.

(3) If a tenant has given notice to end the tenancy, the landlord may enter the rental unit for the purpose of showing it to prospective tenants, but only if the landlord complies with section 10 of these standard conditions.

(4) A landlord must not enter a rental unit for the purpose of showing it to a prospective purchaser without first giving the tenant 24 hours' notice or obtaining the consent of the tenant.

(5) Entry can only be made between 8 a.m. and 8 p.m. on a day that is not a Sunday or a day of religious worship for the tenant, unless the tenant otherwise agrees.

**Notice of entry where tenant has given notice of intention to end the tenancy [regulations - section 7]**

10(1) If a tenant has given notice to end the tenancy, or if a fixed term tenancy is ending and there will not be a new tenancy agreement between the same landlord and tenant, the landlord may enter the rental unit for the purpose of showing it to prospective tenants, but only if:

- (a) the tenant has given permission;
- (b) the landlord gives notice (which the tenant has received) at least two hours before entry; or
- (c) the landlord and the tenant have agreed in writing to the circumstances under which the landlord may enter the rental unit, provided that the terms are reasonable and the agreement is entered into after the tenant has given notice to end the tenancy or, in the case of a fixed term tenancy, the tenant is aware that the tenancy is ending and there will not be a new tenancy agreement.

(2) If a landlord does not have permission from the tenant and there is no written agreement, the landlord must make a reasonable effort, at least two hours before entry, to contact the tenant at a phone number or email address provided by the tenant. If the landlord is still unsuccessful in notifying the tenant, or the tenant has not provided contact information, the landlord may enter the unit without prior notice by posting a notice on the door of the rental unit that sets out the time and date of entry.

**Tenant's right of access protected**

11 A landlord must not restrict access to residential property (i.e., the rental unit and any common areas) by the tenant or a person permitted on the residential property by the tenant.

**Prohibitions on changes to locks and other access [see section 48 of the Act]**

12(1) Neither a landlord nor a tenant may change locks or security codes to a rental unit unless:

- (a) they both agree to the change and if the landlord changes the locks or security code, the landlord gives the tenant new keys or the new security code; or
- (b) a hearing officer has ordered the change.

(2) A landlord must not change locks or security codes to a common area unless the landlord provides each tenant with new keys or new security codes for the area. Similarly, a tenant must not change locks or security codes to a common area unless the landlord consents to the change.



**Notice at end of fixed term tenancy [see section 55 of the Act and section 8.2 of the regulations]**

13(1) At least two months before a fixed term tenancy is to end, the landlord must serve a notice in writing on the tenant saying whether or not the landlord is prepared to enter into a new tenancy agreement, and if so, what the terms of the tenancy agreement would be.

(2) Within one month after receiving the landlord's notice, if the tenant is willing to enter a new tenancy agreement on the landlord's terms, the tenant must advise the landlord in writing of the decision. If the tenant does not provide written notice to the landlord within that time, at the end of the term of the tenancy agreement the tenant must vacate the premises.

**Landlord entitled to make rules [see section 22.1 of the Act]**

14(1) A landlord is entitled to make reasonable rules about the tenant's use, occupancy or maintenance of the rental unit and the tenant's use of the services and facilities.

(2) The rules must be in writing and brought to the tenant's attention.

**How a tenancy ends [see section 55 of the Act]**

15(1) A tenancy can be ended only if:

- (a) the tenant or landlord gives written notice to end the tenancy in accordance with sections 56 to 61 of the Act; [see Standard Conditions 15 to 19, below]
- (b) the landlord and tenant agree in writing to end the tenancy;
- (c) the tenant vacates or abandons the rental unit;
- (d) the tenancy agreement cannot continue due to causes outside the control of the landlord or tenant (ex, a fire renders the premises uninhabitable);
- (e) the ORT orders that the tenancy is ended.

(2) A tenancy for a fixed term (as opposed to a 'month-to-month' tenancy) ends on the date specified in the tenancy agreement unless the landlord and tenant have entered into a new tenancy agreement.

**Tenant's notice [see section 56 of the Act]**

16(1) A tenant may end a month-to-month tenancy by giving the landlord notice at least one month before the day of the month on which rent is payable.

(2) A tenant may end a week-to-week tenancy by giving the landlord notice at least one week before the day of the week on which rent is payable.

(3) A tenant may end a tenancy on one day's notice if the landlord is in breach of a 'material' term of the agreement (ex, the rental unit has become uninhabitable). If the breach is capable of being remedied, the tenant must give the landlord a reasonable period to remedy the problem before ending the tenancy.

(4) A notice to end the tenancy under subparagraph (3) must state the reason for ending the tenancy.

**Landlord's notice for non-payment of rent [see section 57 of the Act]**

17(1) A landlord may end a tenancy immediately by serving a notice to end the tenancy if rent is unpaid for a period of more than 15 days after it is due. If a tenant does not vacate the unit in response to the notice, the landlord can make an application to the ORT for possession of the unit.

(2) If the tenant is responsible for the payment of utilities and any utility charges are unpaid, the landlord may treat the unpaid utility charges as unpaid rent if the tenant fails to make payment within 15 days after a landlord has requested that the tenant make payment.

**Landlord's notice for cause [see section 58 of the Act]**

18(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- (a) the tenant does not pay the security deposit within 30 days after the date the payment is due;
- (b) the tenant is repeatedly late paying rent;
- (c) there are an unreasonable number of people living in a rental unit;
- (d) the tenant (or a person permitted on the residential property by the tenant) has significantly interfered with or unreasonably disturbed other tenants or neighbours, has seriously jeopardized the health, safety or lawful rights of another tenant or neighbour, or has put the landlord's property at significant risk;
- (e) the tenant (or a person permitted on the residential property by the tenant) has engaged in noxious, offensive or illegal activity;
- (f) the tenant does not repair damage to the residential property within a reasonable time;
- (g) the tenant has breached an important term of the agreement and not remedied the problem within a reasonable time;
- (h) the tenant attempts to sublet the rental unit without obtaining the landlord's written consent;
- (i) the tenant has repeatedly violated the landlord's reasonable rules;
- (j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;
- (k) the rental unit must be vacated in accordance with the order of any lawful authority, including the ORT;
- (l) the tenant (or a person permitted in the rental unit by the tenant) after receiving notice, continues to smoke in a house that is also the landlord's principal residence;
- (m) the tenant has breach a municipal bylaw that could result in an assessment against the landlord's property taxes.

(2) A notice to end the tenancy on any of the above grounds must be given in writing, no later than one month before the day of the month, (or week, in a weekly tenancy) that rent is payable under the tenancy agreement. The landlord must give the tenant a reasonable period of time to remedy the circumstances on which the notice is based, if they are capable of being remedied. A tenant may dispute a notice by giving written notice to the landlord within 15 days after receiving the notice, failing which, the tenant will be expected to vacate the unit by the date specified in the notice.

**Landlord's application for order ending tenancy early [see section 68 of the Act]**

19(1) A landlord may apply to the ORT for an order that will end the tenancy early if it would be unreasonable to require the landlord to give notice under standard condition 18.

- (2) This type of order can become effective immediately and may be made if a tenant has done any of the following:
- (a) significantly interfered with or unreasonably disturbed another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
  - (b) seriously jeopardized the health or safety or a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
  - (c) put the landlord's property at significant risk;
  - (d) engaged in a noxious, offensive or illegal activity that:
    - (i) has caused or is likely to cause damage to the landlord's property;
    - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property; or
    - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another tenant or another occupant of the residential property, the landlord or any persons in any adjacent property;
  - (e) caused extraordinary damage to the residential property.

**Landlord's notice at end of employment with the landlord [see section 59 of the Act]**

20 A landlord may end the tenancy of his or her own employee after the employment is ended by providing at least one month's notice.

**Landlord's use of property [The provisions are set out in detail in sections 60, 61 and 62 of the Act.]**

21 A landlord may end a tenancy for certain reasons related to the landlord's use of the property (ex, the landlord or a close family member or friend will occupy the property; renovations require vacant possession; demolition; sale to someone who will occupy the property).

**Leaving the rental unit at the end of a tenancy [see section 51 of the Act]**

22 When a tenant vacates a rental unit:

- (a) the tenant must return all keys to the landlord; and
- (b) the rental unit must be reasonably clean and undamaged, except for reasonable wear and tear.

**When landlord may regain possession of rental unit [see also section 65 of the Act]**

23 A landlord may not regain possession of a rental unit unless:

- (a) the tenant has vacated or abandoned the rental unit; or
- (b) the landlord obtains an order for possession, and a writ of possession has been directed to a sheriff, pursuant to subsection 70(13) of the Act.

**Liability for not complying with the Act or a tenancy agreement [see section 8 of the Act]**

24 If a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for any resulting damage or loss, including loss of rent paid or payable. However, a landlord or tenant who claims compensation for any damage or loss must do whatever is reasonable to minimize the damage or loss.

**Disputes [see section 70 of the Act]**

25(1) Either the tenant or the landlord has the right to apply for a resolution of a residential tenancy dispute that cannot be resolved between themselves.

(2) Any application regarding a residential tenancy dispute shall be made to the ORT in accordance with the Act and the regulations.

**Housing programs [see Division 2 of Part III, Part IV and Part V of the Act]**

26(1) The Act and the regulations contain special provisions regarding:

- (a) housing provided by public housing authorities; and
- (b) living accommodation provided pursuant to a housing program.

(2) The provisions contain different rules for security deposits, rent increases and termination for such tenancies.

**Notices [see section 82 of the Act]**

27 Notices required by the Act or the regulations must be in writing. Most notices and documents can be served by personal service, registered mail or ordinary mail. Refer to the Act and regulations for details.