

# for landlords & tenants questions & answers

*“confident consumers – protected communities”*

*“A few answers to commonly asked questions...”*

**My landlord has given me a one-month notice to vacate my apartment. He hasn't given me a reason. Is this legal?**

Yes, the [Landlord and Tenant Act](#) allows either party to terminate a month to month tenancy with a one-month notice. No reason is needed.

**My landlord says that I can't have guests in my apartment. Can he do this?**

You have the right to the usual enjoyment of your apartment and that includes having guests. However, the landlord has the right to set reasonable rules to protect his investment and to protect the rights of other tenants. The rules should be set out in the signed tenancy agreement and may cover such things as noise, parties, pets, and damage. The tenancy agreement should also clearly set out who will live in the premises.

**The fridge in my apartment has stopped working. I told the building manager two weeks ago, but he hasn't done anything. Can I get it fixed and then deduct the cost from my rent?**

The landlord has responsibilities under the [Landlord and Tenant Act](#) to maintain the premises in a livable condition. The tenant has the responsibility of paying the rent in full on the day that it is due - therefore you

cannot deduct the cost of repairs from the rent unless the building manager agrees. You should put your request in writing to the Manager and follow-up. You can also make a court application to require a landlord to fix the appliance.

**I recently purchased a house as an investment and want to rent it out. How do I find responsible tenants?**

A good way to assess potential tenants is to ask for, and check with, references.

**Sometimes my landlord goes into my apartment when I'm not at home. I asked her not to but she says it is her building and she can do what she wants. Is this true?**

No, the landlord must give 24 hour written notice to the tenant before entering the premises. The exceptions to this rule are when you give permission, when there is an emergency such as a fire or plumbing problem, or when a notice of termination has been given. If notice has been given, the landlord has the right to show the premises.

**My landlord has asked me to pay the**

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Community Services

**rent in cash. Is he required to provide me with a receipt?**

Yes, the law states that the landlord must give you a receipt upon request. It is advisable for you to ask for receipts and keep them.

**I have a tenant who has rented my basement suite for three years. I want to increase the rent in order to cover my costs. How much notice do I have to give the tenant, and how much can I raise the rent?**

You may increase the rent after the tenancy has been maintained for one year; a three month written notice to the tenant is required. The amount of the increase is not regulated.

**I gave my tenant a one month termination notice and we agreed to use her security deposit as payment for last month's rent. The month is up, and she is refusing to leave. What can I do?**

You can apply to the court for an order by a judge directing the tenant to leave. You can also ask the judge to order payment of rent for the over held period. If requested, the judge can also issue a warrant to the sheriff directing the removal of the tenant.

**I am unsure of the laws regarding landlord and tenant matters. Is there someone that can help?**

You can contact a Consumer Relations Officers at Consumer and Safety Services (867-667-5111) will provide information and assistance regarding the [Landlord and Tenant Act](#). An officer may assist the disputing parties by mediating.

The Rentals Officer also has the authority to arbitrate disputes if both parties wish. The decision made by this Rentals Officer is binding on both parties.

Either party may want to contact the law line at (867) 667-5297 to obtain legal information.

Both landlords and tenants have the right to bring matters before the courts. The matter can be heard at no charge.

**What if the premises aren't ready for me to move-in on the first day of the month, as promised?**

If the premises aren't ready on the first day that the rental agreement takes effect, the tenant may cancel the agreement. Another option that the tenant may choose is to apply to the Landlord and Tenant Court for an order that the landlord live up to the agreement. Alternately, the tenant could possibly sue for damages.

**My tenant has changed the locks on the door of his apartment without telling me. May he do this?**

No, both the tenant and the landlord must get each others consent to change the locks.

The tenant should also provide the landlord with a new key. In an emergency situation, the landlord may have to enter the premises.

**My tenant is not paying the full amount of rent when it is due. They now owe me \$400 for back rent and the amount has been outstanding for 6 months. I want to end the tenancy.**

If the tenant does not pay the full amount of rent when it is due, they are committing a substantial breach of the tenancy agreement. The landlord may terminate the tenancy with a 14-day eviction notice.

**In the case where the tenant has been evicted with a 14-day notice and leaves, does the tenant have the right to be compensated for the remainder of the month's rent?**

The landlord would likely be entitled to the remainder of the month's rent as damages

from the breach of contract by the tenant since it would compensate him or her for having the premises not rented for the remainder of the month.

**What is the process for serving a termination notice?**

A landlord or a tenant may give notice to terminate a tenancy either orally, or in writing. A notice by a landlord to a tenant is not enforceable in court unless it is in writing.

**I am renting a one-bedroom apartment. One of my guests did damage to the wall. Who has to pay for the damages – my guest or me?**

A tenant is responsible to pay for any damages done to the rental unit. The tenant should contact the landlord to discuss the damage and repairs as soon as possible.

**I rent my place on a monthly basis. My landlord got angry at me and told me that I have to move out by midnight tonight? May he do that?**

No, a landlord must provide a tenant with a 14-day notice. This notice would only apply if there was a substantial breach of the tenancy agreement. If there was no substantial breach then a one month is required.

**My furnace was not working for a week – the landlord told me to heat with my oven. He also brought me in a little electric heater to use. He refused to get the furnace repaired. Now the plumbing pipes are frozen and there is strong smell of sewage in my house.**

Heating is a vital service, and it is the responsibility of the landlord to provide this service to the tenant. In this case, the lack of heat could be the cause for the pipes to freeze, which again is the landlord's responsibility. A judge has the

authority to order the landlord to do repairs.

If you have concerns regarding raw sewage, this should be brought to the attention of the Environmental Health Services, Yukon Government.

**Can my room-mate be my landlord?**

Yes, depending on the facts of each situation.

It may be that your friend is renting the residential premise. Your friend then asks permission from the landlord to rent out some of the rooms in the house. If the tenancy agreement is in place for a term of six months or more, your friend will then become your landlord.

**My tenant has moved out and left a lot of belongings in their unit. What should I do with them?**

The landlord should prepare a list of all of the items that were left in the unit and put the items in storage.

Regardless of whether the tenants have abandoned, or have simply moved out without notice, the landlord should apply to the courts for an order with respect to the belongings and any associated fees incurred by storing the tenant's items.

**We live in an apartment building. The landlord is not providing us with a mailbox. Isn't this illegal?**

The landlord is not obliged to provide a mailbox to a tenant at their rental premises.

**I live in an apartment above a convenience store where I work. The landlord is also my employer. Today he fired me and told me that I have to move out of the apartment by the end of the week. Can he do this?**

The [Landlord and Tenant Act](#) does not apply to situations where rental

accommodation is a term and condition of the employment contract.

If the tenant has two agreements; a separate rental agreement and an employment contract, then the provisions of the Landlord and Tenant Act apply.

**Is a landlord responsible for regular or minor repairs?**

The tenant is responsible for repairs for damage caused by the tenant or their guests. If the repair is not for damages done by a tenant or their guests, the landlord is generally responsible for it.

**My landlord refuses to do repairs to my home. May I stop paying rent until the place is fixed?**

No, you must get a court order which permits you to do this.

**My wife and I have lived in the same rental unit for ten years. When we moved in, we agreed to apply the security deposit toward any damages that we have caused. The landlady has given us a list of “damages” – some of these items are not damaged, but old. May she deduct money from the security deposit for items such as painting, etc.**

Probably not, when tenants have lived in a property for a longer period of time, there will be more wear and tear. The landlady would only be justified to propose deducting money if the damage is more than what would be considered normal wear and tear.

**When I moved into my house, I gave the landlord a \$1000 security deposit. We did not have any agreement on how the security deposit was going to be used. I am ready to move out and want to apply the deposit to last month’s rent. May I do this?**

Yes, if you haven’t agreed with the landlord that the security deposit will be held toward rectification of damages, you may use it for the last month’s rent.

**I am moving out of my apartment soon. I want my security deposit back and I am not sure what my landlord expects me to clean.**

You have an obligation to keep the premises clean. If there is nothing in your written tenancy agreement, you may want to ask. A minimum level would include cleaning the oven, fridge, and bathrooms. If the carpets are dirty because of your use during the tenancy they should be shampooed.

**One of my tenants is two weeks late with his rent. When I went to see him, I found that his mail was still in the mailbox, and all of his belongings were gone. The neighbors haven’t seen him around for two weeks. Is this a sufficient timeframe to treat the suite as “abandoned”?**

This is probably sufficient – you may want to contact a family member, place of employment and also check to see if the phone and utilities are still hooked up.

If you want an added precaution, you could wait one more rental period. If you decided to treat the suite as abandoned, you can pursue action against the tenant for loss of rent.

**Need more information?**

Consumers can learn more about their rights and responsibilities under the [Landlord and Tenant Act](#) by contacting [Consumer Services](#) at 667-5111, or toll-free outside of Whitehorse, 1-800-661-0408.

*The information contained in this fact sheet is of a general nature only and should not be regarded as a substitute for a reference to the legislation or legal advice.*