

Renting in Canada

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The laws for renting a place to live are different across Canada.

What are the laws called that apply in each province?



The law in Quebec is different than other provinces in Canada.
For information about renting in Quebec, visit www.educaloi.qc.ca

Deposits and Fees

There are a wide variety of deposits and fees charged by landlords across Canada. Sometimes they are refundable (key fees), sometimes non-refundable (pet fees), sometimes only used for one specific thing (last month rent), sometimes charged only if the tenant breaches (late rent fee or NSF fee). Most provinces allow for landlords to charge a security deposit, which is also called a damage deposit.

Essentially, a security deposit is money that the tenant pays to the landlord, on condition that it will be returned if certain things are done. When the landlord receives the money, they are usually required to protect this money somehow, usually by putting it in a trust account. In New Brunswick, the landlord pays the security deposit amount to the [Office of the Rentalsman](#), who then holds the money until the tenant moves out. Regardless of where the money is held, when the tenancy is over, the landlord can use this money, or apply to use this money, to cover expenses that the landlord has incurred because of the actions of the tenant. Common reasons why a landlord would be allowed to keep the money are to cover damages beyond normal wear and tear to the property; last month's rent (if last month rent has not been collected through a rent deposit); and any other fees that the tenant still owes.

With regard to the last month's rent, in Ontario, the law allows the landlord to collect a [rent deposit](#), but not a damage deposit. This means that the landlord can only use the deposit collected to cover unpaid rent of the tenant. If there are damages to the unit that the tenant is responsible for paying, then the landlord would have to make an application against the tenant to collect those funds.

When there are any fees or deposits, the landlord and the tenant should both know:

- the amount of the deposit or fee that is going to be charged;
- if it's refundable or non-refundable;
- the reason the deposit is being collected; and
- what specifically the deposit can be used for.

Leases

How long does the Landlord have to provide a copy of the written lease?



	Time	Reference
AB	21 days.	s. 17(1)
BC	21 days.	s. 13(3)
MB	21 days.	s. 8
NB	-	
NL	10 days.	s. 5(2)
NT	60 days.	s. 11(1)
NS	10 days...	s. 7(2)
NU	60 days.	s. 11(1)
ON	21 days.	s. 12(2)
PE	21 days.	s. 30(1)
SK	20 days.	s. 19(2)
YK	21 days.	s. 62(1)

The Tenant should contact the Office of the Rentalsman about getting a copy if not provided

...to provide a copy of the Act from the date of signing the lease

Security Deposits

How much can a landlord charge?



	Amount	Reference
AB	1 month's rent.	s. 43(1)
BC	1/2 month's rent.	s. 19
MB	1/2 month's rent.	s. 29(1)
NB	1 month's rent.	s. 8(2)(c)
NL	3/4 month's rent.	s. 12(2)(b)
NT	1 month's rent.	s. 14(1)(b)
NS	1/2 month's rent.	s. 12(2)
NU	1 month's rent.	s. 14(1)(b)
ON	Nothing...	s. 105(1)
PE	1 month's rent.	s. 10(1)(b)
SK	1 month's rent.	s. 25(1)
YK	1 month's rent.	s. 63(1)

...Security deposits are not allowed. Landlords can collect rent deposits instead.

Lease Agreement

There is not a lot of consistency across the country regarding requirements for written lease agreements. Some provinces have developed forms for their landlords and tenants to use, while other provinces have left it completely up to the landlord and the tenant as to what terms will be included in the lease. Most provinces do not require written leases, but all provinces share the requirement that if there is a written lease, then the landlord must provide a copy to the tenant within a specific amount of time.

Rent Increases

Rent increases are typically handled in one of two ways in Canada: either the amount of the increase is controlled by the government, or there is no limit on the amount that the rent can be increased. In provinces that have rent control laws, the rent can only be increased by a percentage amount that the provincial government sets. If landlords wish to raise the rent more than the percentage amount, they must receive permission to do so. In provinces where there are no rent controls, landlords can increase the rent by whatever amount the landlord determines is appropriate. Regardless of whether the rent is controlled or not, all provinces have notice requirements that must be followed by the landlord.

The notice requirements are provided so that the tenant has enough time to provide the landlord with notice to terminate the tenancy if the tenant cannot afford the increased amount of rent.

Fixed term tenancies are different. Some provinces allow rent increases during the fixed term if the rental agreement states the rent is going to be increased; some provinces do not allow the rent to be increased during the term of the tenancy at all; and some just require notice.

Rent Increases

Is there rent control?



How much notice of a rent increase will the Tenant receive in a monthly tenancy?

	Notice	Reference
AB	3 months.	s. 14(1)(b)
BC	3 months.	s. 42(2)
MB	3 months.	s. 25(1)
NB	2 months, unless...	s. 11.1(c) of the General Regulations
NL	3 months, unless...	s. 14(2)(b)
NT	3 months.	s. 47(2)
NS	4 months...	s. 11(2)(b)
NU	3 months.	s. 47(2)
ON	90 days.	s. 116
PE	3 months.	s. 22(b)(ii)
SK	6 months.	s. 54
YK	3 months.	s. 85(2)

...it's a long term tenancy (5+ years), then 3 months

...there is a new service or thing being provided and both parties consent in writing to waive the notice period

...before the anniversary date of the lease

Ending a Tenancy

Periodic tenancies can be ended at any time by the tenant, so long as the tenant provides the landlord with the proper amount of notice. The landlord, on the other hand, cannot usually terminate periodic tenancies without having a specific reason that is allowed by the provincial legislation. If the landlord does fall into one of the reasons allowed by the law, then the landlord must also meet proper notice periods.

Fixed term tenancies are for a set period of time. Some provinces require that notice be given to end these tenancies, and some do not. Sometimes, a landlord may not be able to terminate the tenancy simply because the fixed term is over. In other words, the lease will automatically renew unless the landlord has another reason of why the tenancy must end.

Eviction procedures and timelines vary widely across the provinces as well. If a tenant is served with a notice, he or she should read the notice carefully to find out if there is a deadline. A tenant usually only has a limited amount of time to object or make an application against the landlord.

Ending a Monthly Tenancy



Most provinces require that a landlord can only end a monthly tenancy for specific reasons that are set out in the law.

To end a monthly tenancy, how much notice has to be given by the landlord?

	By the landlord?	Reference	
AB	Depends...	s. 8(1)	● ...3 tenancy months, or 365 days, depending on the reason
BC	2 months.	s. 49(2)	
MB	Depends...	s. 98, s. 99	● ...it's a long term tenancy, then 3 months
NB	1 month, unless...	s. 24(1)(b), s. 24.6(1)	●
NL	3 months.	s. 17(3)(b)	
NT	90 days, if...	s. 52(2), s. 58	● ...if it's the landlord's only residence in Nunavut, then the landlord can give the tenant 30 days notice if the tenant has lived there for a year or less, or 60 days if the tenant has lived there for a year or more
NS	Landlord must apply.	s. 8	
NU	Depends...	s. 52(2)	●
ON	60 days.	s. 48(2)	
PE	2 months.	s. 15	
SK	1 month, and...	s. 60(3)	●
YK	1 month, and...	s. 90(2)	● ...must be given the day before the rent is due

...on the reason and on the vacancy rate

...it's the landlord's only residence in NT. The landlord must apply to end the tenancy if it is any other reason

...must be given on or before the last day of one month to be effective on the last day of the immediately following month

To end a monthly tenancy, how much notice has to be given by the tenant?

	By the tenant?	Reference
AB	1 month.	s. 8(1)(a)
BC	1 month.	s. 45(1)(b)
MB	1 month.	s. 87(2)
NB	1 month.	s. 24(1)(b)
NL	1 month.	s. 17(2)(b)
NT	30 days.	s. 52(1)(b)
NS	1 month.	s. 10(1)(b)
NU	Depends...	s. 52(1)
ON	60 days.	s. 44(2)
PE	Depends...	s. 11(2.1)
SK	1 month, and...	s. 56(a)(ii), s. 56(b)
YK	1 month, and...	s. 90(2)

...30 days if the tenant has stayed there for a year or less, or 60 days if the tenant has stayed there for over a year

...must be given the day before the rent is due

...notice must be given on or before the day the rent is due

...must be given on or before the last day of one month to be effective on the last day of the month immediately following



Provincial Quirks

There are some provinces that have some unique terms in their renting laws.

- Manitoba's law contains an early termination section that allows a tenant to terminate a lease on one month's notice if there is [domestic violence or stalking](#).
- Nova Scotia allows the tenant to end the tenancy early for a variety of reasons, including [health deterioration and lowered income](#).
- With regard to rent increases, some provinces provide that a rent increase runs with the property. This means that in [Prince Edward Island](#), [Nunavut](#) and the [Northwest Territories](#), if the landlord gives a rent increase notice, and the tenant moves out, then the landlord must charge new tenants the same amount as was stated in the notice. In other provinces that do not have rent control laws, landlords could increase the rent for current tenants, and if that tenant moves, then they could charge a different amount of rent to new tenants.
- The Northwest Territories also has very interesting laws regarding when a landlord could provide termination notices to tenants. There are special rules regarding landlord's who rented out [their only property in the NWT](#).

Where can you go for help?

BC  Residential Tenancies Branch www.rto.gov.bc.ca TRAC Tenant Resource and Advisory Centre www.tenants.bc.ca	AB  Service Alberta www.servicealberta.ca/Landlords_Tenants.cfm Centre for Public Legal Education Alberta www.cplea.ca
SK  Office of Residential Tenancies (Rentalsman) www.justice.gov.sk.ca/Information-for-Landlords-and-Tenants Public Legal Education Association of Saskatchewan www.plea.org	MB  Residential Tenancies Branch www.gov.mb.ca/cca/rtb/ Community Legal Education Association (Manitoba) www.communitylegal.mb.ca/resources/
ON  Landlord and Tenant Board www.ltb.gov.on.ca Your Legal Rights www.yourlegalrights.on.ca	QC  Regie du logement (rental board) www.rdl.gouv.qc.ca Éducaloi www.educai.qc.ca
NL  Service NL www.servicnl.gov.nl.ca Public Legal Information Association of NL www.publiclegalinfo.com	YT  Consumer Services www.community.gov.yk.ca/consumer/landtact.html
NT  Rental Office www.justice.gov.nt.ca/RentalOffice/index.shtml	NU  Residential Tenancy Office rentaloffice@gov.nu.ca
NB  Service New Brunswick (Office of the Rentalsman) www.snb.ca/irent/default.asp Public Legal Education and Information Service of New Brunswick www.legal-info-legale.nb.ca	PE  Office of the Director of Residential Rental Property www.irac.pe.ca/rental/ Community Legal Information Association of PEI www.cliapei.ca
LawNow www.lawnow.org  www.landlordandtenant.org	NS  Access Nova Scotia www.gov.ns.ca/snsmr/access/land/residential-tenancies.asp Legal Information Society of Nova Scotia www.legalinfo.org