

Tenant notices extended for Rehab Schemes

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Under the new rules, landlords will have to give tenants a lengthier notice before they must clear out to make way for renovation or demolition crews, up from the current three months. If the rental vacancy rate falls below 2 percent, then tenants will be allowed 5 months notice.

In a straightforward apartment-to-condo conversion, provincial law gives tenants the right to live in their suite for as long as they've occupied it. But if landlords sign on for a major renovation, the Residential Tenancies Act releases them from rent control and allows them to make tenants move out. In some cases, the rents skyrocket after renovations. In others, the now-unoccupied suites are flipped into condos.

The legislation will go into effect on June 30.

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Manitoba News Release

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June 24, 2010

TENANT PROTECTION STRENGTHENED DURING LOW VACANCY RATES

Additional Eviction Notice Period of Two Months, Up to \$500 Compensation for Moving Costs due to Renovations Among Changes: Mackintosh

A strategy to better protect tenants during low vacancy rates, better inform tenants and landlords about rights and financial help, encourage more pet-friendly apartments as well as increase fees to deter breaches of leases, comes into force June 30, Family Services and Consumer Affairs Gord Mackintosh announced today.

"With the tight rental market, these improvements will help tenants find alternate accommodations and pay for moving costs when leases are terminated for renovations. Better information about the rights and responsibilities of both tenants and landlords is also important to help ensure an informed rental market," said Mackintosh.

Changes to the Residential Tenancies Act being implemented include:

- Five-month notice: Additional notice for tenants when a landlord terminates a tenancy to do renovations or demolition. If the vacancy rate is less than two per cent, five months notice is now required instead of the current three months. Four months notice will be required when the vacancy rate is between two and three per cent and if it's over three per cent, three months notice can be given. Vacancy rates are now below two per cent.

- \$500 moving costs: Up to \$500 in moving expenses for tenants from the landlord if the landlord ends a tenancy because the unit has been sold, is being renovated or the landlord needs to occupy the unit.

- Notice of rights: New tenancy forms with tenant and landlord rights, and Residential Tenancies Branch and Manitoba Shelter Benefit contact information. Many tenants are not aware of their rights or that assistance is available.

- Guarantor rules: Allowing landlords to ask prospective tenants with a short or poor rental history to have a guarantor sign a guarantee agreement. Clear disclosure in the agreement will make it easier for some people to find accommodation by encouraging individuals to be guarantors and give landlords some assurance that they will receive rental payment if the tenant is unable to fulfil their obligation.

- Pet-friendly deposits: A pet-friendly deposit of up to half a month's rent to encourage more landlords to allow pets. An action-group will look for other options to encourage more landlords to have pet-friendly policies and make recommendations to government this fall.

- More enforcement teeth: The Residential Tenancies Branch will have more power with authority to charge administrative penalties up to \$5,000.00 for the most serious breaches where a landlord or tenant fails to follow the act or an Residential Tenancies Board ruling.

- Deterrence of lease breaches: Some fees for breaching a lease will increase including a \$100 maximum charge for late payment of rent, which is now \$65, \$40 for NSF cheques. The most a landlord can charge as an administration fee for subletting or abandoning a unit before the end of a rental agreement is \$75, up from \$40.

Mackintosh also announced that Sharon Blady, MLA for Kirkfield Park, has been appointed minister's assistant for tenant issues. She will be responsible for helping to identify other measures to assist tenants during times of low vacancy.

Elements of the changes are part of Let's Make a Better Deal - Manitoba's plan for stronger consumer protection.

BACKGROUND INFORMATION - NEXT PAGE

Background

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The following information is intended as a brief explanation.
Please refer to the Residential Tenancies Act for the actual provisions.

Deposits <ul style="list-style-type: none">• A landlord may collect a security deposit; a landlord who allows a tenant to have a pet may also collect a pet damage deposit.• A deposit cannot be more than one half of one month's rent.• For rental units in subsidized housing, the amount of the deposit cannot be more than one half of the rent payable before the reduction on account of the subsidy.• The landlord is entitled to hold the deposit for the length of the tenancy.• The tenant is entitled to interest on the deposit from the date the deposit is paid to the date it is paid back, or ordered to be paid back.• The deposit can only be used for the last month's rent with the consent of the landlord.	Rent Increases <ul style="list-style-type: none">• In most cases, a landlord can legally increase the rent only once every 12 months.• A landlord must give a tenant three month's written notice of a rent increase.• Each year, the government sets a limit on the amount that rents can be increased. This limit is called a rent increase guideline. The guideline applies to most rental units.• Tenants have the right to object to any rent increase whether the increase is above, below or equal to the guideline.• Landlords who want to increase the rent by more than the guideline must receive approval from the Residential Tenancies Branch.
Landlord Responsibilities <ul style="list-style-type: none">• Provide a written receipt when rent is paid in cash (automatic debit or pre-authorized remittance are considered cash payments).• Maintain the appearance of the rental unit in proper condition considering the length of time of the tenancy.• Do repairs and keep the unit in good condition.• Pay utility bills for essential services that are included in the rent (e.g. heat, gas, electricity, hot and cold water) so that service is not disconnected for non-payment.• Do not interfere with the supply of essential services.• Allow a tenant to enjoy the use of the rental unit and the residential complex for residential purposes.• Investigate complaints of disturbance or endangering of safety as soon as possible and try to resolve the problem.• Provide and maintain sufficient doors and locks to make a rental unit reasonably secure.	Right of Entry <ul style="list-style-type: none">• A landlord usually needs to give a tenant written notice before they go into a suite.• The landlord must give the tenant at least 24 hours, but not more than two weeks' notice.• If there is a good reason that the landlord should not enter as shown in the notice, the tenant should let the landlord know. But, the tenant must allow the landlord to go in on another day or time.• A landlord may enter, after giving proper notice, to carry out responsibilities like repairs.• A landlord may enter without notice if there is an emergency or to show the premises to potential renters after a tenant has given or been given notice to move out.• A landlord or tenant must not change the lock to a rental unit without the other's consent.

<p>Tenant Responsibilities</p> <ul style="list-style-type: none">• Pay the rent on time.• Keep the rental unit and the residential complex clean.• Take reasonable care not to damage the rental unit and the residential complex.• Do not disturb others in the residential complex or neighbouring property.• Do not endanger the safety of others in the building.• Make sure that the people invited into the rental unit or residential complex do not cause damage or disturb or endanger the safety of others.• Obey the landlord's reasonable rules and regulations.• Notify the landlord of necessary repairs.	<p>Ending the Tenancy</p> <p>Tenants</p> <ul style="list-style-type: none">• To end a month-to-month tenancy, notice must be given on or before the last day of a rental payment period to take effect on the last day of the next period.• A fixed-term agreement (e.g. one year lease) cannot usually be terminated during the term; there are some exceptions. Contact the branch for information. <p>Landlords</p> <ul style="list-style-type: none">• Landlords may only terminate tenancies for cause (e.g. non-payment of rent, nuisance or damage) or if they require the rental unit for their own use or for renovations or demolition.• The length of notice required varies. Contact the branch for information.
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