

Deposits

Under Yukon's Residential Landlord and Tenant Act, landlords can ask a tenant to pay a security deposit at the start of a tenancy.

Security deposit – maximum

A security deposit cannot be more than the first month's rent and a landlord can only ask for one deposit at the beginning of the tenancy. The only exception is for weekly tenancies. In this case, the security deposit cannot exceed the first week's rent. Landlords cannot increase the amount of the security deposit later, even if they raise the rent.

A landlord can charge only **one** security deposit for each tenancy agreement, regardless of the number of tenants. The landlord cannot ask for another deposit if more people move in.

A landlord can give a 14-day notice to end tenancy if the tenant does not pay the security deposit within 30 days of the date it is due in the tenancy agreement.

A security deposit may be used to cover damage caused by the tenant (or tenant's guests) beyond normal wear and tear. However, the landlord must agree in writing before the security deposit can be applied towards the last month's rent. (If a landlord requires "last month's rent" upfront, this is considered a security deposit).

Post-dated cheques for rent do not violate the rule that a security deposit cannot be more than the first month's rent.

Pet and fuel deposits – prohibited

A landlord cannot charge an additional deposit for pets or fuel. Only one security deposit can be collected, and it cannot be more than the first month's rent.

Pets

Landlords can decide if they will allow pets and may restrict the size, kind, and number of pets.

The landlord can set pet-related rules in the tenancy agreement.

Pet terms and restrictions must comply with existing laws (including bylaws).

Fuel

A landlord may ask for the fuel tank to be filled when the tenant vacates if it is included as a term in the tenancy agreement.

Further prohibitions

A landlord is prohibited from requiring or including a term in an agreement that says the landlord automatically keeps all or part of the deposit at the end of the tenancy.