

Tenancy agreements

Every landlord and tenant must complete a tenancy agreement (often called a “lease”). This agreement **must be in writing** and be **signed** and **dated** by both the landlord(s) and tenant(s).

A tenancy agreement template is available at yukon.ca. Landlords are encouraged to use the template as it complies with all current legislative requirements.

Failure to follow the terms of the tenancy agreement can have significant negative consequences. It is important that landlords and tenants understand their obligations under the agreement and the *Residential Landlord and Tenant Act* (RLTA).

The landlord must give the tenant a copy of the signed and dated tenancy agreement within 21 days of signing.

Information required in a tenancy agreement

It is possible to create or customize a tenancy agreement. But it must meet legislative requirements.

The agreement must include:

- address for service and telephone number of the landlord (or landlord’s agent);
- a telephone number the tenant may call in the case of emergencies;
- address of the rental unit;
- date the tenancy agreement is entered into;
- date when the tenancy starts;
- type of tenancy (i.e. fixed-term or periodic);
- date when the tenancy ends if the tenancy is for a fixed term.

Standard terms of a tenancy agreement

The following **standard terms** must be included in every tenancy agreement and must reflect the rules in the RLTA:

- sublet or assigning (transfer) of the tenancy agreement;
- condition inspections;
- permitted fees;
- prohibited fees;
- rules for entry by a landlord;
- ending the tenancy;
- locks;
- rent increases;
- repairs; and
- plumbing and water supply.

In addition to the terms above, every tenancy agreement must include:

- a clear description of any parts of the residential property, other than the rental unit, that the tenant access to; and
- a copy of the minimum rental standards that are set out in the schedule to the RLTA regulations.

Changes to a tenancy agreement

After a landlord and tenant enter into a tenancy agreement, changes, or deletions of **standard terms** in the agreement are not allowed.

A landlord and tenant may make a change to a term that is not a standard term if both agree. This agreement must be made in writing.

Agreement of a tenant and landlord to change a non-standard term is not required if:

- it is for a rent increase for additional occupants;
- it is for a yearly rent increase as permitted under the RLTA;
- it is for another reason set out in the tenancy agreement;
- the RTO has issued an order to allow the change without agreement.

A landlord cannot ask a tenant not to apply for dispute resolution as a condition of a tenancy agreement.

All terms must meet the minimum requirements set out by the RLTA or regulations.

Landlords are not allowed to charge additional application fees for accepting, processing, or investigating applications for rental, or for accepting a person as a tenant.