

What Manitoba Landlords Need to Know



**Know your rights
and responsibilities**

The first step for NEW landlords

Understanding your rights and responsibilities as a Manitoba landlord will help your business run more smoothly. This guide offers important information for landlords in Manitoba. For more information on this important topic, go to www.manitoba.ca/rtb.

Make an appointment at the Residential Tenancies Branch (RTB) to get information about:

- **forms** – which forms to use, how to fill them out
- **policies** – on raising rent, how much to charge, giving a Notice of Termination, repairs, maintenance
- **rights and responsibilities** – for you and your tenants
- **settling disputes** – how to use the branch's mediation program to settle problems between landlords and tenants
- **hearings** – information about why hearings are held, what happens at a hearing and what you need to bring

At the meeting, you will get new landlord information, including:

- forms you will need
- RTB fact sheets
- branch contact information



Finding the Right Tenant

Screening your applicants is an important step for a successful tenancy. Here are some tips about how to find a good tenant:

1. Use a good application form.

There are several online forms available (note: not available through the branch). Choose one that gives you the information you need to make the best choice.

2. Never discriminate.

Make sure your application process does not discriminate against any group of people or violate the *Manitoba Human Rights Code*. For more information, go to: http://www.manitobahumanrights.ca/landlords_condo_owners.html

3. Check references.

Make sure to check all of the potential tenants' references, especially those from their jobs and current landlords.

4. Check for tenant rental history on the branch's Orders System.

The branch has a public orders system that landlords can use on a one-time basis for a fee, or more often with a paid yearly membership. The system shows a list of the final orders issued to tenants and landlords by the branch and the Residential Tenancies Commission. If a tenant has had an order issued against them in the past, the order system will show the reasons why.





Starting a tenancy

Tenancy Agreements

Tenancy agreements can be oral, written or implied and may be for a fixed term (ex: one year) or month-to-month. When you have selected a tenant, give that person a Standard Residential Tenancy Agreement. This form gives the tenant information about:

- rent and parking fees
- how much the tenant must actually pay (ex: If you offer a discount, you must show the amount on the tenancy agreement.)
- when the rent is due
- what deposits the tenant must pay and how much they cost
- who is allowed to live in the rental unit
- other information about rights and obligations

Landlords can get copies of the form online or at the branch. If you use your own form, it must contain all of the information on the branch's form. Your tenant must get a copy of the agreement within 21 days of signing it.

House Rules

Most landlords set up reasonable rules that tenants must follow (ex: no barbecues on balconies, no smoking). These rules must be:

- in writing
- applied to all tenants equally
- given to all tenants with their tenancy agreements

Notice to New Tenant

Along with the tenancy agreement, each new tenant must receive a Notice to New Tenant form showing the:

- previous rent
- current rent
- proposed rent (ex: any planned rent increases during the tenancy agreement)
- what is included in the rent (ex: parking, heat, water, storage)
- any rent discount you may offer

You must send a copy of this form to the branch no later than 14 days after you have given the notice to the tenant.

If you own a building with three units or less, you can raise the rent by an amount of your choosing when you get a new tenant, as long as you give the tenant a Notice to New Tenant form. The branch provides these forms.



Deposits

The Residential Tenancies Act allows you to collect the following deposits:

- **security deposit** – You can charge tenants a security deposit at the beginning of a tenancy or when someone else takes over the tenancy agreement. Keep the deposit until the end of the tenancy. It can be used to cover any unpaid rent, damage repair or extra cleaning needed after the tenant moves out. A security deposit can never be more than half of the first month's rent.
- **pet damage deposit** – If you let tenants have pets, you can charge a pet damage deposit. This deposit can be used to pay for any extra cleaning needed or damage done to a unit or building by tenants' pets.
 - A pet damage deposit paid between June 30, 2010 and July 31, 2014 can never be more than half of a month's rent.
 - A pet damage deposit paid on or after August 1, 2014 can be up to one month's rent.
 - Tenants who use service animals (ex: guide dog) do not have to pay pet damage deposits.
- **tenant services security deposit** – If you provide services to tenants in your building (ex: meals, cleaning, transportation), you can charge a tenant services security deposit. This deposit is held until the end of a tenancy to cover any unpaid tenant services charges or other related money owed.
 - A tenant services security deposit can never be more than half of one month's tenant services charge.

Landlords are required to pay interest on deposits according to the amount set each year.

Rental Unit Condition Report

On move-in day, meet with your new tenant and complete a move-in condition report. This report is a record of the rental unit's condition when your tenant moved in. During the walk-through, write down:

- any problems in the unit (ex: paint scuffs, flooring damage)
- any needed repairs and when they will be done

Both you and the tenant should sign and date the report and keep copies.

You must complete a condition report if your tenant asks for one. The branch recommends doing a move-in and move-out condition report in every case. At the end of the tenancy, you can use it to help you and your tenant agree about what will be done with the tenant's security deposit (ex: return it, use it to pay for damages or cleaning).



During a tenancy

Rent Increases

Once every 12 months, you can increase the rent on a rental unit. Each year, the Manitoba government sets the annual rent increase guideline. This is the maximum amount rent can increase unless you apply to the branch for approval.

If you want to increase the rent on a unit, you must:

- give tenants three months' written notice of when you plan to increase the rent (ex: If you want to increase the rent on January 1, you must give notice no later than September 30.)
- use a Notice of Increase in Rent form or your own form that has all of the same information. You can download and print this form from the branch website or fill it in and send it online.

If you want to increase the rent by more than the annual rent increase guideline, contact the branch for information about an Above Guideline Rent Increase.

Disputes

Consider talking to your tenant about the problem. Know your rights and those of your tenant in the situation.

If you cannot resolve the problem on your own, contact the branch. Our staff can often help landlords and tenants resolve disputes over the phone. Sometimes, the branch will recommend a hearing, or try mediation.

Notices of Termination

If you need to end a tenancy, there are rules about how you must do this.

You **must** use a branch Notice of Termination form related to the reason for the termination. To find out which form to use and how much notice you must give, contact the branch or visit our website. The branch has fact sheets about what to do for each termination reason.

Orders of Possession

If your tenant does not move out by the date on the Notice of Termination, come to the branch and file an Application for an Order of Possession. A hearing will be scheduled. If you are successful at the hearing, you will get an Order from the branch saying the tenant must move out. If the tenant doesn't move out by the date given on the Order, you can enforce that order with the courts and have Sheriff's Officers remove the tenant from the unit.

The branch charges a filing fee for Applications for Orders of Possession. See Fees at www.manitoba.ca/rtb for more information.

Note: You cannot change the locks on a rental unit to get a tenant to move out. The branch can charge landlords who lock out their tenants an administrative penalty.

For more information about Orders of Possession, contact the branch or see the branch's Policy and Procedures Guide at www.manitoba.ca/rtb. For more information about administrative penalties, see our Fact Sheet – Administrative Penalties.





At the End of a Tenancy

Rental Unit Condition Report

On move-out day, fill in the move-out part of the condition report you did at the start of the tenancy. Note any problems you see. If possible, take date-stamped photos of the unit.

Returning Deposits

If there are no problems at the end of a tenancy:

- you must return all of the deposit(s) – plus interest – within 14 days of the end of the tenancy (you can use the deposit interest calculator on the RTB website to determine what you will owe the tenant).

If you want to keep all or part of the deposit, see information on *Making a Claim*.

Making a Claim

There are two types of claims you can make:

1. **Claim against a deposit(s) or less:** You may want to keep all or part of a deposit if your tenant has:
 - not paid rent or tenant services charges
 - damaged, or let their pet damage, the unit or complex
 - left the unit dirty

In this case, you must send the tenant a written notice of a claim against the deposit (within 28 days of the end of the tenancy).

If you and the tenant do not agree on the charges against a deposit(s), you can ask the branch to make a decision about who should get the deposit(s). This service is free.

2. Claim for compensation: You can file a claim if you have suffered a financial loss. You must be able to prove:

- you had a financial loss
- the loss took place during the tenancy
- the tenant is responsible for the loss
- the amount of the loss

Note: You must show what you have done to reduce your loss.

The branch charges a fee to file a claim for compensation. Go to www.manitoba.ca/rtb for more information about filing or contact a branch office near you.

Hearings and Mediation

If you have filed a claim or an application for an order of possession, you should come to the branch on the date of your hearing (if you don't come, the hearing will go ahead without you). You must bring:

- two copies of your evidence
- any witnesses with you; if they cannot come, bring their signed and dated, written statements as evidence

The branch will not consider evidence received after the hearing.

You and the tenant(s) will be asked to try mediation – an informal way to come to an agreement (mediated agreements are not public record). If either you or the tenant will not agree to try mediation, or you try and can't resolve the dispute, the hearing will go on as planned.

A hearing officer will:

- listen to you and the tenant
- make a decision based on the law and the evidence presented
- send you a copy of the decision and the reasons for the decision. If you disagree with the decision, you can file an appeal with the Residential Tenancies Commission.





Contact us

For more information, visit the Residential Tenancies Branch website:

www.manitoba.ca/rtb

Phone your nearest office:

Winnipeg: 204-945-2476

Brandon: 204-726-6230

Thompson: 204-677-6496

Or call toll free:

1-800-782-8403

1-800-656-8481

1-800-229-0639