

What Manitoba Tenants Need to Know



**A glance at your rights
and responsibilities**

Before you move in

Whether you are moving into your first apartment or becoming a renter after years of home ownership, it is important you understand your rights and responsibilities as a tenant **before** signing a rental agreement. Here are some things you will want to consider:

When you start looking for a new place to call 'home', be sure you only apply for places where you really want to live. If you fill out an application and the landlord accepts you as a tenant, the unit is yours. If you change your mind after you've been accepted, you may be responsible for any costs the landlord has if you don't move in.

Your **tenancy agreement** may be month-to-month or a longer term (i.e. one year), so be sure you can commit to the entire term of the agreement. Your agreement may be in writing, oral, or implied. If it's in writing:

- you must get a copy of it within 21 days of signing
- it can only be changed if both you and your landlord agree



You may be asked to pay a **security deposit** before moving into your new home. This deposit can be up to one half of your first month's rent. Your landlord must give you a receipt to show you have paid your security deposit. The receipt should show:

- the amount of the deposit
- the date you paid the deposit
- the address of your rental unit

If you have a **pet**, check with your landlord if pets are allowed *before* signing your rental agreement. If you can have a pet:

- you can be asked to pay a pet damage deposit of up to one month's rent (this deposit is in *addition* to your security deposit)
- get permission in writing. Be sure any "no pets" clauses are removed from your agreement before signing it and request a clause be added that says your pet is allowed to live with you
- download or request a copy of our brochure "Renting with Pets" for more suggestions

Lastly, ask your landlord to do a move-in **condition report** with you right before you move in. Be sure you both sign the condition report listing all damages you found. The report may be used as evidence if a damage claim is made after you move out. Ask for a copy of the condition report.

And remember...

- ask for a 24-hour contact name and telephone number, in case of emergency



After you move in

Once you move into your new place you will have responsibilities as a tenant, such as:

- paying your rent on time
- keeping your home clean
- fixing any damage you or your visitors cause
- respecting your neighbours

About your rent:

- Your landlord must give you at least 3 months' written notice if your rent is going to increase – and it can only be increased once in a 12-month period.
- Your landlord may charge you late payment fees if you pay your rent late. The amounts the landlord may charge are shown on your tenancy agreement.
- If for some reason you can't pay your rent on time, make sure you talk to your landlord right away. Try to come up with a payment plan that you both agree with and ask your landlord to agree in writing.

About your privacy:

- Your landlord must give you written notice (at least 24 hours and not more than 14 days) before entering your rental unit, unless you agree to let them in.



- If you have received written notice, or in the case of an emergency, the landlord may enter your rental unit even if you are not there.

About your safety:

- Your landlord must keep your rental unit in good repair, so that it meets provincial health, housing and safety standards.
- Emergency repairs must be done immediately.

About your neighbours:

- You and your guests must not interfere with or unreasonably disturb other people living in your building, neighbours or your landlord.
- If your neighbours are disturbing you, let your landlord know. They have a responsibility to investigate any complaints you make.

About disputes with your landlord:

- Review “In the case of a dispute...” at the end of the next section, for ways the branch may be able to help you.

Leaving your rental unit

Moving from one place to another can be stressful, but some complications can be avoided. If you know you will soon be leaving your current rental unit, consider the following:



- You must give notice to your landlord that you will be moving out.
- If you are renting on a month-to-month term, be sure to give written notice to your landlord **before** your rent is due so they have a *full* month's notice, or more. For example, if your rent is due on the first of the month and you want to leave April 30, you must give the landlord notice on or before March 31.
- Usually, you cannot leave a fixed-term agreement (i.e. one year) before the end of the lease. If you need to leave before your lease is done, talk to your landlord about your options. There are certain cases where you may be able to leave early.

Once you have all your possessions moved out...

- You and your landlord should complete a move-out condition report to make sure the rental unit is clean and in good condition for the next person moving in.
- Be sure to have a copy of the condition report with you that you received when you first moved into your unit, for reference.

It is your responsibility to give your landlord your new address so that they are able to:

- return your original security and pet damage deposit plus interest to you within 14 days of the end of your tenancy; or
- send you a copy of any claim they might be making to keep all or part of your deposit(s) within 28 days of the end of your tenancy.

If your landlord asks you to move out of your rental unit, they must:

- give you written notice using an approved form, to end your tenancy
- tell you why you are being asked to leave, for instance:
 - unpaid rent or utilities
 - breaking rules, as explained on the written notice
 - landlord's use of property (i.e. major renovations, unit has been sold, etc)

In some cases, your landlord may be required to pay for all or part of your moving costs. You can check with us for more information on this.

How much notice your landlord needs to give you varies in the situations above so check with us to be sure you are given the proper amount.

In the case of a dispute...

- consider meeting with your landlord to talk through your disagreement
- know your legal rights, understand the problem, consider possible solutions, be respectful, stay calm, document everything, know when to take a different approach
- Residential Tenancies can often help to resolve disputes informally, over the telephone, to the satisfaction of both tenant and landlord
- if communication has completely broken down, both tenants and landlords have the right to contact Residential Tenancies. Depending on the issue, we will try mediation or we will set up a hearing.



Contact us

If you or someone you know is planning to lease or rent a place to live in Manitoba, we can help you make the most of your renting experience. Call the **Residential Tenancies** office nearest you:

In Winnipeg: 204-945-2476; toll free 1-800-782-8403

In Brandon: 204-726-6230; toll free 1-800-656-8481

In Thompson: 204-677-6496; toll free 1-800-229-0639

Visit our website at www.manitoba.ca/rtb for more detailed information, to subscribe to our newsletter or to find the answers to many questions you may have about renting a place to live in Manitoba.