

Other Terms and Conditions

Landlords have a right and a responsibility to manage the rental property. In doing so, they are permitted to set other terms and conditions in the rental agreement, as long as those terms are reasonable and do not violate federal, provincial or municipal laws. Some examples of additional terms and conditions may include the following:

- Tenant to pay own utilities
- No pets
- No smoking (tobacco or cannabis)
- No cultivation of plants
- Landlord to maintain lawn
- Tenant to maintain tenant insurance
- Landlord to provide internet services
- Parking for two cars provided
- Washer and Dryer included
- Insurance requirements
- Extended absence notification requirements

Terms or conditions that violate the RTA or any other laws are not enforceable. For example, a landlord cannot include a provision that requires a tenant to agree to never apply for dispute resolution, or include any terms allowing the landlord to keep the security deposit.

Pets

A landlord may prohibit pets from residing in a residential premises as a condition of the rental agreement. The Human Rights Commission provides guidance for landlords and tenants regarding service animals. A Guideline on Rental Housing prepared by the Human rights Commission may be found at the following website:

<https://thinkhumanrights.ca/education-and-resources/guidelines/guideline-on-rental-housing/>

Cannabis

A landlord may prohibit the smoking or cultivation of cannabis in a residential premises as a condition of the rental agreement. The Human Rights Commission provides guidance for landlords and tenants regarding medicinal cannabis.

Material Term

A material term refers to an important or substantial activity, work, project or thing that is part of the rental agreement. This means that a term or condition is so important that the violation of that term gives the other party the right to end the agreement.

Terms of the rental agreement that are determined to be material may differ from one rental agreement to another and are almost always listed in the rental agreement. However, there may be situations where material condition is not listed in the rental agreement.

For example, if a tenant rents a house that has a fireplace and the fireplace is important to the tenant as a secondary source of heat, the functioning of this fireplace may be determined to be a material condition of the rental agreement regardless of whether or not it is specifically identified in the agreement. However, this same fireplace may not be significant to a different tenant and the functioning of this fireplace may not be a material condition of the rental agreement at all.