

**THE QUEEN'S BENCH  
WINNIPEG CENTRE**

**IN THE MATTER OF:** **THE APPOINTMENT OF A RECEIVER PURSUANT TO SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985 c. B-3, AS AMENDED AND SECTION 55 OF *THE COURT OF QUEEN'S BENCH ACT*, C.C.S.M. c. C280**

**BETWEEN:**

**WHITE OAK COMMERCIAL FINANCE, LLC,**

Applicant,

- and -

**NYGÅRD HOLDINGS (USA) LIMITED, NYGARD INC., FASHION VENTURES, INC., NYGARD NY RETAIL, LLC, NYGARD ENTERPRISES LTD., NYGARD PROPERTIES LTD., 4093879 CANADA LTD., 4093887 CANADA LTD., and NYGARD INTERNATIONAL PARTNERSHIP,**

Respondents.

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**SUPPLEMENTARY MOTION BRIEF OF  
THE RECEIVER  
(NOTRE DAME APPROVAL AND VESTING ORDER)**

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I. LIST OF DOCUMENTS

1. The First Report of the Receiver, dated April 20, 2020;
2. The Second Report of the Receiver, dated May 27, 2020;
3. The Third Report of the Receiver, dated June 22, 2020; and
4. The Supplementary Third Report of the Receiver, dated June 29, 2020.

**II. LIST OF AUTHORITIES**

Tab

1. City of Winnipeg, By-Law No 200/2006, *Zoning By-Law*, March 1, 2008
2. Sections 1(1), 2 and 3(1) of *The Residential Tenancies Act*, CCSM c R119

### **III. POINTS TO BE ARGUED**

#### **Introduction**

1. This brief is being filed on behalf of the Receiver in response to certain matters raised in the Affidavit of Greg Fenske, affirmed June 24, 2020, the Affidavit of Peter Nygard, affirmed June 25, 2020 (collectively, the “**Affidavits**”), and counsel to the Debtors in their Brief, dated June 24, 2020, with respect to the use of certain real property located at 1340 Notre Dame Avenue, Winnipeg, Manitoba (“**1340**”) by Mr. Peter Nygard (“**Mr. Nygard**”).
2. The Receiver files the Supplementary Third Report of the Receiver, dated June 29, 2020 (the “**Supplementary Third Report**”) concurrently with this brief.
3. The Receiver repeats and relies on their Motion Brief, filed on June 23, 2020.

#### **The Notre Dame Property and 1340**

4. 1340 makes up part of the real property owned by Nygard Properties Ltd. (“**NPL**”) at 1300, 1302 and 1340 Notre Dame Avenue and 1440 Clifton Street, Winnipeg, Manitoba (collectively, the “**Notre Dame Property**”).
5. The Notre Dame Property is owned by NPL, a limited recourse guarantor in the within proceedings, and the entirety of 1340 and its premises are pledged as security by way of a Debenture, dated December 20, 2019 (the “**Debenture**”) in favour of the Applicant. The Debenture also grants to the Applicant a security interest in any lease, sublease, tenancy, or occupancy agreement relating to the Notre Dame Property,

including 1340. The Debenture does not “carve out” or otherwise except from the security any part of 1340. The entirety of 1340 is therefore “Property” subject to the Receivership Order made March 18, 2020 in these proceedings, as amended.

6. The credit documentation provided in connection with the Applicant’s financing of the Respondents, as described in the Affidavit of Robert Dean dated March 9, 2020, include no reference to any tenancy by Mr. Nygard of any part of 1340.

7. The Notre Dame Property is located in the Manufacturing Heavy (“M3”) zoning district in Winnipeg, Manitoba. The M3 zoning district is intended to provide for light or heavy industrial development, including manufacturing, storage, and other related uses, and a residential tenancy or other residential use is not permitted.

8. Pursuant to the City of Winnipeg Zoning By-Law No. 200/2006 (the “**Zoning By-Law**”), permitted or conditional principal and accessory uses of buildings and structures in the M3 zoning district include, *inter alia*:

- (a) Public and institutional uses;
- (b) Park and park-related uses;
- (c) Limited commercial sales and services uses;
- (d) Transportation, utility and communications related uses;
- (e) Industrial uses; and
- (f) Manufacturing and production uses.

Residential and residential-related uses including live-work dwelling spaces, major or minor home-based businesses, and attached secondary suites are not a permitted or

conditional principal or accessory use for buildings or structures in the M3 zoning district under the By-Law.

City of Winnipeg, By-Law No 200/2006, *Zoning By-Law*, March 1, 2008, at s 56(5) (the “**Zoning By-Law**”), Tab 1

**Use of 1340**

9. On or about June 1, 2004, NPL, as landlord, and Nygard International Partnership (“**NIP**”), as tenant, entered into a single Lease Agreement with respect to 1340 for a five year term (the “**Lease**”).
10. The Lease was renewed for a term of twenty-five years (ending in 2034) by a Lease Renewal Agreement entered into by NPL and NIP on July 1, 2009.
11. Pursuant to the Lease and Lease Renewal Agreement, NPL and NIP agreed as follows:

8. **USE:** The Premises shall be used continuously, actively and diligently at all times as determined by the Landlord from time to time for the manufacture, distribution, wholesale and retail sales of women’s clothing and related goods, accessories and services, and any other such use as the Tenant may reasonably require. The Tenant shall observe and comply with the Rules and Regulations established by the Landlord for the Project as set out in Schedule “B” attached hereto, which shall be subject to change without notice from time to time.

...

12. **COMPLIANCE WITH LAWS:** The Tenant shall promptly and at its own cost comply with all present and future laws, by-laws, statutes, ordinances, regulations, guidelines and orders relating to, and obtain and maintain in force, all permits licences and registrations required for, any of the following:

- (a) the occupation, use of and the conduct of business in or from the Premises;
- (b) the condition of the Premises and all signage, leasehold improvements, furniture and equipment installed therein and thereon;
- (c) Pollutants (as such term is defined in Section 12 [sic] of this Lease) and the protection of the environment so far as those laws, by-laws statutes, ordinances, regulations, guidelines and orders or any of them relate to the Project, including the Premises; and
- (d) the making by the tenant of any repairs, changes, or improvements therein. [emphasis added]

12. Additionally, pursuant to Article 17 of the Lease, NIP cannot sublet 1340 to any third-party without consent from NPL. The Lease and Lease Renewal Agreement make no reference to a sublease or other tenancy agreement with Mr. Nygard.

13. Mr. Nygard has been permitted to use certain areas (the “**Residence**”) within 1340 as a temporary living accommodation while he was involved in the Respondents’ business when he was not residing at his principal residences in the Bahamas or California, at the Falcon Lake cottage, or elsewhere.

14. Notwithstanding that Mr. Nygard is currently residing at the Falcon Lake cottage, not 1340, and has coordinated the removal of his personal effects stored at 1340, the Respondents and Mr. Nygard now allege that Mr. Nygard is a residential tenant of 1340.

**Jurisdiction**

15. The Receiver respectfully submits that this Honourable Court has jurisdiction over the matter of the sale of the entirety of 1340, including the Residence, and the issues raised by the Respondents and Mr. Nygard as:

- (a) this Honourable Court has (and has properly exercised) jurisdiction to appoint the Receiver in respect of the Property, including the entirety of 1340, and to grant the powers and authorities as are granted to the Receiver, *inter alia*, to take possession and control over, market, and sell, the entirety of 1340, pursuant to the *Bankruptcy and Insolvency Act*, *The Queen's Bench Act* (Manitoba) and the inherent jurisdiction of this Honourable Court, as described and exercised in the receiver appointment proceedings;
- (b) there is no (and no evidence of a) tenancy, tenancy agreement, lease or lease agreement, in writing, orally or implied, in relation to the Residence at 1340, and, accordingly, *The Residential Tenancies Act CCSM c R119*, (the “RTA”) does not apply;
- (c) Mr. Nygard’s use of the Residence at 1340 arises out of his involvement in the Debtors’ business and NIP’s commercial tenancy, rather than a residential tenancy agreement, pursuant to the said single Lease made between NIP and NPL, and, accordingly, the RTA does not apply.

**No Tenancy, Tenancy Agreement, Lease or Lease Agreement**

16. Other than evidence indicating that Mr. Nygard used the Residence for temporary purposes when not residing at his principal residences in the Bahamas or California, or at the Falcon Lake, the Affidavits do not present any evidence of a tenancy,

tenancy agreement or lease or sublease, and do not allege the existence of any express, oral or other tenancy agreement.

17. The Affidavits present no evidence as to usual tenancy or lease terms as to term, rent, renewal, utilities, repair, security or damage deposits, and the many other terms typical of a tenancy or lease and, in fact, there is no evidence or allegation by Mr. Nygard that he paid rent or any other cost associated with the premises he used, or that a rent was payable at all in respect of his use of the Residence. In fact, NPL or NIP paid all such costs and expenses, which is consistent with the Lease and the fact of there being a lease between NIP and NPL, and no other tenancy, lease or sublease.

18. The Affidavits present no evidence that the premises used by Mr. Nygard at 1340 were intended for use as **rented** residential premises, which is a requirement of the RTA.

*The Residential Tenancies Act, CCSM c R 119 s 1(1) [the RTA], Tab 2*

19. 1340 has been occupied by NIP for business purposes under the Lease, and Mr. Nygard's use of the Residence was simply a living accommodation that he effectively made to himself, for temporary purposes when he was not residing in his principal residences in the Bahamas or California, at the Falcon Lake cottage, or elsewhere.

20. In the absence of a residential tenancy of a rental unit (i.e. a property intended for use as a **rented** residential premise), the RTA is not applicable.

*The RTA, supra ss 1(1) and 2, Tab 2*

21. In addition, it is respectfully submitted that Mr. Nygard is not “a person who occupies or is entitled to occupy a rental unit under a tenancy” and is therefore not a “tenant” as defined in the RTA, and further that the definition of “landlord” under the RTA does not include a court-appointed receiver acting in accordance with powers and authorities lawfully granted to it pursuant to the Receivership Order. As such, the RTA does not apply to these circumstances.

The RTA, *supra* s 1(1), Tab 2

**RTA Section 3(1)(i) Exception**

22. Pursuant to the RTA, the Residential Tenancies Branch has jurisdiction over disputes between landlords and tenants in connection with rental units, residential complexes and residential tenancy agreements.

The RTA, *supra*, s 2, Tab 2

23. Section 3(1) of the RTA provides as follows:

3(1) This Act does not apply to

(a) living accommodation occupied on a transient basis provided in a hotel, motel, inn, tourist home or hostel, or other similar accommodation;

(b) living accommodation occupied as a vacation home for a seasonal or temporary period;

(c) except as provided in Part 12 of *The Cooperatives Act*, living accommodation provided by a housing cooperative, as defined in section 1 of that Act, to its members who occupy the living accommodation;

(d) living accommodation occupied by a person for penal or correctional purposes or for the purpose of receiving in-patient or resident-based therapeutic or rehabilitative care;

(e) living accommodation provided to temporarily shelter persons in need;

(f) living accommodation provided in a hospital, a hospice for persons in the late stages of a life-threatening illness, a personal care home or a residential care facility;

(g) living accommodation provided by an educational institution to its students;

(h) living accommodation provided by or in association with a religious denomination on premises occupied solely

(i) by the denomination's clergy or employees,

(ii) by a religious order, or

(iii) for religious instructional purposes; or

(i) premises occupied for business or agricultural purposes with living accommodation attached under a single lease, unless the person occupying the living accommodation is someone other than the person occupying the premises for those purposes.

The RTA, *supra* s 3(1) [emphasis added], Tab 2

24. The Receiver respectfully submits that the RTA does not apply to in the circumstances of Mr. Nygard's use of 1340 given that:

- (a) 1340 is a premises occupied by NIP for business purposes;
- (b) the living accommodation is attached under the Lease;
- (c) the living accommodation was used by Mr. Nygard as a consequence of his involvement in NIP's business, which NIP occupies under the Lease; and
- (d) there is no separate lease agreement in relation to the use of 1340 for residential purposes by Mr. Nygard.

25. Accordingly, the RTA does not apply.

**Proposed Resolution**

26. As stated above, the Receiver respectfully submits that this Honourable Court has (and has properly exercised) jurisdiction to appoint the Receiver in respect of the Notre Dame Property, including 1340. In granting the Receivership Order, this Honourable Court gave the Receiver the power and authority to take possession and control over, market, and sell, the entirety of the Notre Dame Property, including 1340.

27. In the Receiver's view, the sale of the Notre Dame Property as proposed by the Receiver is fair and reasonable, represents the best recovery for the Notre Dame Property and best protects the interests of stakeholders.

28. The Respondents and Mr. Nygard propose that the Receiver sell the Residence portion of 1340 to Mr. Nygard. While no formal offer was made in regard to such a transaction, Mr. Nygard's proposal would require a severance of title for the Notre Dame Property, which may not be legally possible in the circumstances. As noted above, the Notre Dame Property is currently zoned in the M3 zoning district, which does not permit residential use.

29. Even if a severance and residential use were permitted, the Receiver would be left to sell an industrial use property that contained a residential property owned by Mr. Nygard, which the Receiver anticipates would significantly diminish the value of the remainder of the Notre Dame Property.

30. The Respondents and Mr. Nygard alternatively propose that the Receiver rent the Residence portion of 1340 to Mr. Nygard. Even if a purchaser of 1340 were interested in such a transaction, any lease or residential tenancy agreement entered into

between NPL and Mr. Nygard would be made in contravention of the applicable Zoning By-Laws.

31. Additionally, the Lease and Lease Renewal Agreement require compliance with all current and future by-laws. Therefore, any sublease between NIP and Mr. Nygard would be made in contravention of the applicable Zoning By-Laws and would constitute a breach of the Lease Agreement and Lease Renewal Agreement between NPL and NIP.

32. Even if a lease or sublease between NPL and Mr. Nygard or NIP and Mr. Nygard were permitted, the Receiver would be left to sell an industrial use property that contained property subject to the lease or sublease to Mr. Nygard, which the Receiver anticipates would significantly diminish the value of the remainder of the Notre Dame Property.

33. Mist Holdings Inc. has not agreed to any such severance or lease in favour of Mr. Nygard under the terms of the Notre Dame Purchase Agreement which is the subject matter of this motion, and has not agreed that its purchase is subject to a determination as to Mr. Nygard's alleged "tenancy". In the event that this Honourable Court imposes any of the terms proposed by Mr. Nygard, or requires that the matter of Mr. Nygard's alleged tenancy be determined by the Residential Tenancies Branch under the RTA, the Notre Dame Purchase Agreement would no longer remain in effect and may be lost.

34. In the result, the proposals made on behalf of Mr. Nygard as to the treatment of 1340 create a significant risk that the Notre Dame Purchase Agreement will be lost and that the value of the Notre Dame Property would be significantly diminished, to the detriment of stakeholders.

35. Based on the foregoing, the Receiver is of the view that:
- (a) This Honourable Court has jurisdiction over the matter of the sale of the entirety of Notre Dame Property, including the entirety of 1340;
  - (b) The RTA does not apply in the circumstances;
  - (c) The resolution proposed by the Respondents and Mr. Nygard may not be legally possible, and even if it were possible, would result in a significant diminishment in the value of the remainder of the Notre Dame Property to the detriment of stakeholders; and
  - (d) the sale as proposed by the Receiver is fair and reasonable, represents the best recovery for the Notre Dame Property and best protects the interests of stakeholders.

36. Therefore, the Receiver respectfully submits that the Notre Dame Sale Approval and Vesting Order as proposed by the Receiver ought to be granted.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 29<sup>th</sup> day of June, 2020.

THOMPSON DORFMAN SWEATMAN LLP

Per: "G. Bruce Taylor"  
G. Bruce Taylor / Ross A. McFadyen /  
Melanie M. Labossiere  
Lawyers for Richter Advisory Group Inc.,  
the Court-Appointed Receiver

This document is an office consolidation of by-law amendments which has been prepared for the convenience of the user. The City of Winnipeg expressly disclaims any responsibility for errors or omissions.

***CONSOLIDATION UPDATE: MAY 29, 2020***

**THE CITY OF WINNIPEG**

**WINNIPEG ZONING BY-LAW**  
**NO. 200/2006**

**A By-law of THE CITY OF WINNIPEG to promote the orderly use and development of land and the location of buildings and structures in the City of Winnipeg as defined in The City of Winnipeg Charter excepting lands covered by the Downtown Winnipeg Zoning By-law No. 100/2004.**

The CITY OF WINNIPEG, in Council assembled, enacts as follows:

### ***Educational and Institutional (EI)***

The Educational and Institutional (EI) district is intended to provide areas for the development of large and significant, multi-building, public, quasi-public, or private facilities of a non-commercial character that may have significant impacts on the surrounding areas. Typical uses may include places of worship, schools, colleges and universities, libraries, cultural facilities, hospitals, and large research facilities as well as supporting residential uses. Attractive, campus-style development is encouraged within this district. In some cases, EI zoning may be appropriate for clustered or core facilities, while supporting facilities on non-contiguous lots remain in other zoning districts. Commercial or non-commercial uses that support the function of the facility or its population would be considered as accessory uses.

## **MANUFACTURING DISTRICTS**

### **General Purposes of All Manufacturing Districts**

56. (1) The manufacturing zoning districts established in this section are intended to:
- (a) provide appropriately located areas consistent with the *Complete Communities Direction Strategy By-law* for employment lands that are well-located and serviced to accommodate business parks, institutional campuses and manufacturing uses;
  - (b) limit non-employment uses that may erode the supply of employment lands;
  - (c) ensure that the appearance of industrial buildings and lands are of high quality and are compatible with the area in which they are located; and
  - (d) provide convenient access for pedestrians and transit users from the public street.
- amended 95/2014*

### **Specific Purposes of Individual Manufacturing Districts**

#### ***Manufacturing Mixed Use (MMU)***

- (2) The Manufacturing Mixed Use (MMU) district is intended to provide linked commercial and industrial activities that are supportive of industrial functions and are compatible with surrounding industrial use areas, while allowing more flexibility of uses and requiring a higher standard of landscaping and design. Uses may include offices, wholesale and business service establishments, campus-style industrial or business parks, and limited retail/personal service storefronts. Supportive retail development, not including offices, would be allowed to a maximum of 35% of site area including any land needed by the supportive retail to satisfy parking requirements, yards/setbacks and development and design standards (e.g., landscaping). During build out, supportive retail shall not exceed 50% of built site area. MMU zone districts should generally include at least thirty-five (35) acres of contiguous land, or land that would be contiguous except for intervening rights-of-way.

#### ***Manufacturing Light (M1)***

- (3) The Manufacturing Light (M1) district is intended to provide for light manufacturing, processing, service, storage, wholesale, and distribution operations with all operations contained within an enclosed building with some limited outside storage.

***Manufacturing General (M2)***

- (4) The Manufacturing General (M2) district is intended to provide for light manufacturing, processing, service, storage, wholesale, and distribution operations, with some limited outside operations and storage.

***Manufacturing Heavy (M3)***

- (5) The Manufacturing Heavy (M3) district is intended to provide for light or heavy industrial development, including heavy manufacturing, storage, major freight terminals, waste and salvage, resource extraction, processing, transportation, major utilities, and other related uses, particularly those that require very large buildings, frequent heavy truck traffic for supplies or shipments, or that may require substantial mitigation to avoid sound, noise, and odour impacts to neighbouring properties. New M3 zone districts should not be established within 300 feet of an existing residential zone district.

**PLANNED DEVELOPMENT OVERLAY DISTRICTS**

57. The following overlay zoning districts are hereby established by the City, and each such district is intended for the purposes described below.

**Planned Development Overlay - 1 (PDO-1) (District)**

***Purpose***

The purpose of the Planned Development Overlay 1 (PDO-1) overlay district is to provide a means to alter or specify allowed uses and/or development standards in otherwise appropriate zones, in unique or special circumstances, in order to achieve local planning objectives in specially designated areas. A PDO-1 zoning district is appropriate when additional zoning controls are required to address an area-wide (rather than site-specific) condition, or to implement an area-wide plan for the proposed district. PDO-1 districts are generally appropriate for areas with unique or special circumstances.

*amended 95/2014*

***Eligibility***

The PDO-1 overlay must only be applied to zones where specified through an amendment to the Zoning By-law. Such amendment must include:

- (a) a map of the location(s) of any neighbourhood(s) affected by the overlay at an appropriate scale indicating the designation, location, and boundaries of each underlying zoning district;
- (b) the name and boundaries of any List of Adopted Secondary Plans applicable to the area covered by the PDO-1 designation; and
- (c) every regulation specified or changed by the PDO-1 overlay.

***Criteria***

The PDO-1 overlay must meet criteria in subsection 57(1) and:

- (d) the proposed development rules are to implement an adopted Secondary Plan or an area-wide plan; or

**USE TABLES**

62. Table 4-1, Table 4-2, and Table 4-3 identify the land uses allowed within all base zoning districts. No new use or expansion of an existing use may be established except in conformance with the following tables and with the applicable use specific regulations referenced in the tables.

**Table 4-1: Principal Use Table**  
*amended 135/2016; 148/2016*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category	
USE CATEGORY/TYPE																									
Residential and Residential-Related																									
<b>Household Living</b>																									
Dwelling, live-work									C*	C*	C*		C*	C*	C*		C*						65	1	
Dwelling, multi-family <i>amended 95/2014</i>									C	P	P		P*	P*	P*		P	P					67.1	2/3	
Dwelling, single-family detached	P				P	P	P	P	P	P			P	C										1	
Dwelling, two-family								P	P	P			P	C										1	
Mobile home											P													1	
<b>Group Living</b>																									
Assisted living facility								P	P		P		C	P	P		P	P						5	
Care home	P*				P*	P*	P*	P*	P*	P*		C*	P*	P*				P*						64	5
Dormitory								C	C		C							P							4
Neighbourhood rehabilitation home					C*	C*	C*	C*	C*		C*		P*	P*			P*	P*						66	5
Single room occupancy								P*	P*		P*		P*	P*	P*		P*	P						67	2
<b>Agricultural</b>																									
Agricultural cultivation	P				P																				0

**Table 4-1: Principal Use Table**  
*amended 135/2016; 148/2016*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category
USE CATEGORY/TYPE																								
Agricultural grazing and feeding	C																							0
Apiary	C																							0
Aviary	C																							0
Feedlot	C																							0
Stable or riding academy	C		C	C																				0
Public and Institutional																								
Community Facilities																								
Community/recreation centre	C	C	P	C	C	C	C	C	P		C	C	P	P	P	P	P	P	P	P	P	P	12	
Jail/detention centre																		C		C	P			17
Library		P	P	C	C	C	C	C	P		P	P	P	P	P	P	P	P					9	
Post office/carrier depot	P			P					P		P	P	P	P	P	P	P	P	P	P	P	P	P	17
Protection and emergency services	P								P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	17
Social service facility											P	C	P	P	P	P	P	P	P	P	P			17
Education																								
College or university	C								C	C		P		P	P	C	P	P	P					8

**Table 4-1: Principal Use Table**  
*amended 135/2016; 148/2016*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category
USE CATEGORY/TYPE																								
Commercial school	C									C		P		P	P	P	C	P	P	P	P		8	
Elementary or junior high school	C*		P*	P*	C*	C*	C*	C*	C*	C*		C*					C*	P*					69	7
Senior high school	C*		C*	P*	C*	C*	C*	C*	C*	C*		C*					C*	P*					73	7
<b>Park and Park-Related</b>																								
Boat dock, public amended 95/2014	C	C	C	P					C	C		C	C	C	C	C	C	C	C	C	C	C	0	
Cemetery, mausoleum, columbarium	C	C	C	C	C																			0
Community gardens	P	P	P	P	P	P	P	P	P	P		P	P			P	P	P					0	
Park/plaza/square/playground	P	P*	P	P	P	P	P*	P*	P	P*		P*	P*	P	P	P	P	P	P	P	P	P	68	0
<b>Other Public and Institutional</b>																								
Day care centre	C*	C*	P*	P*	C*	C*	C*	C*	C*	P*		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	70	5
Hospital													C*	C*	C*	C*	C*	P	C*	C*			71	5
Place of worship	C*				C*	C*	C*	C*	C*	C*	C*	P*	C*	P*	P*	P	P*	P	P	P	P	P	72	6

**Table 4-1: Principal Use Table**  
amended 135/2016; 148/2016

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category
USE CATEGORY/TYPE																								
<b>Cultural and Entertainment</b>																								
<b>Cultural Facilities</b>																								
Cultural centre									C			C		C	P	P	C	P	P*	P*			76	12
Gallery/museum	C	C	P	P						P*		P	P*	P	P	P	P	P	P*	P*	P		77	9
<b>Recreation and Entertainment, Indoor</b>																								
Amusement enterprise, indoor			C	C								P*		P*	P	P	P*		P*	P	P		74	12
Auditorium/concert hall/theatre/cinema			P*	P								P		P*	P	P	P		P*	P*			75	11
Hall rental <i>amended 121/2008</i>			C	P								C		C	P	P	C		P	P				12
Private club, not licensed			C	C								C		C*	C	C	C		C*	C*			78	13
Sports or entertainment arena/stadium, indoor			C	P										P	P	C	P	P*	P*	C			79	11
Studio, radio/TV/motion picture broadcast and production												P		P	P	P	P		P	P	P			18
<b>Recreation and Entertainment, Outdoor</b>																								

**Table 4-1: Principal Use Table**  
*amended 135/2016; 148/2016*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category	
USE CATEGORY/TYPE																									
Amusement enterprise, outdoor	C		C	C									C	P	P	C		P	P	P				11	
Camping ground	C			C																				0	
Golf course	C		C	P																				15	
Race track	C			C										C	C				C	C	C			11	
Sports or entertainment arena/stadium, outdoor <i>amended 95/2014</i>			C	P										C	C		C	C	C	C	C			11	
<b>Commercial Sales and Service</b>																									
<b>Accommodation</b>													P	C	P	P	P	P							
Hostel													P	C	P	P	P	P						16	
Hotel or motel													P	C	P	P	P	C	P	C	C			16	
<b>Animal Sales and Service</b>																									
Animal hospital or veterinary clinic	P												P	P*	P	P	P	P	P	P	P	P	81	20	
Kennel	P													P*	P*	P*	P	P*		P	P	P	P	85	20
<b>Food and Beverage Service</b>																									
Craft brewery, distillery or winery														C*	P*	P*	C*		P	P	P		84.1	10	

**Table 4-1: Principal Use Table**  
*amended 135/2016; 148/2016*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category	
USE CATEGORY/TYPE																									
Drinking establishment		C	C						C		P*		P*	P	P	C		P*	P*	P*			84	22	
Restaurant		C	P						P*		P	P*	P*	P	P	P		P	P	P			92	22	
<b>Office</b>																									
Call centre											P		P*	P	P	P	P		P	P	P		87.1	19	
Office									P*		P	P*	P	P	P	P	P	P	P	P	P		87	18	
Research institution											P			P	P		P	P	P	P	P	P		18	
<b>Personal Services</b>																									
Personal services (unless otherwise listed) <i>amended 95/2014</i>									P*		P*	P*	P*	P	P	P	C	P	P	C*			89	20	
Body modification establishment											C		P	P	P			P						20	
Cheque-cashing facility										C*		C*	C*	C*				C*	C*					83	21
Funeral chapel or mortuary <i>amended 95/2014</i>											C	C	C					P	P	P				6	
Medical/dental/optical/counselling clinic									P*		P	P*	P	P	P	P	P	P	P	P	P		86	20	
<b>Retail Sales</b>																									

**Table 4-1: Principal Use Table**

*amended 135/2016; 148/2016*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category
USE CATEGORY/TYPE																								
Retail sales (unless otherwise listed)									P*			P*	P*	P*	P*	P	P*		P*	P*			90	20
Auction room													C	P	P	P*			P*	P*	P	P	82	13
Landscape or garden supplies	P												P	P	P	P			P	P	P			20
Supermarket									P*			P*	P	P	P	P*			P*	P*			91	20
<b>Restricted</b>																								
Adult service or entertainment establishment																			C*	C*	C*	C*	80	20
Pawnshop													C*	C*	C*				C*	C*	C*		88	20
X-rated store													C*	C*	C*				C*	C*	C*	P*	93	20
<b>Billboard Signs</b> <i>amended 36/2013</i>																								
Billboard, Digital Moving Copy*																								98.1
Billboard, Digital Static Copy													C*	C*					C*	C*	C*		98.1	0
Billboard, Poster													C*	C*					C*	C*	C*		98.1	0
<b>Private Motor Vehicle Related</b>																								

**Table 4-1: Principal Use Table**  
amended 135/2016; 148/2016

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category
USE CATEGORY/TYPE																								
Auto/light truck/motorcycle, repair and service													P*	P*	P*	P*	P*		P*	P*	P*	P*	94	20
Auto/light truck/motorcycle, sales and rental												P*		P*	P*	P*	P*		P*	P*	P*		95	20
Auto parts and supplies, sales												P*		P	P	P	P		P	P	P	P	95.1	20
Car wash													C	P	P	C		P	P	P	P			21
Drive-in or drive-through													P*	P*	P*	C*		P*	P*	P*			96	0
Fuel sales													P*	P*	P*	P*		P*	P*	P*	P*		97	21
Parking, structured												C		P	P	P		P	P	P	P			0
Parking, surface												C		C	P	P	P		P	P	P	P		0
Towing and storage facility	C																	C	C	P	P			10

**Table 4-1: Principal Use Table**  
*amended 135/2016; 148/2016*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category
USE CATEGORY/TYPE																								
<b>Transportation, Utility and Communications</b>																								
<b>Transit and Transportation</b>																								
Airport and associated facilities	C																				P	P		10
Bus depot													C	C	C	C	C	P	P	P	P		9	
Commercial marina	C	C	C										C	C	C	C		C	C	P	P		14	
Railway yard																				P			0	
Transit station							C	C	C	P	C	C	C	C	C	C	P	P	P	P		0		
<b>Utility</b>																		C	C	P	P		23	
Utility facility, major	C																							
Utility facility, minor	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	98	0
<b>Communications amended 49/2010</b>																								
<b>Wireless communication, building-mounted tower</b>	P*	P*	P*	P*	P*				P*	P*			P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	99	0
<b>Wireless communication, freestanding tower</b>	C*		C*	C*	C*								C*	C*	C*			C*	C*	C*	P*	P*	100	0

**Table 4-1: Principal Use Table**  
*amended 135/2016; 148/2016*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	E1	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category		
USE CATEGORY/TYPE																										
<b>Industrial Uses</b>																										
<b>Industrial Service</b>																										
Auction yard	C																			P	P				10	
Contractor's establishment <i>amended 95/2014</i>													P						P	P	P				10	
Crematorium																			C	C					10	
Fleet services													C	C	C			P	P	P	P				10	
Heavy equipment sales, service, and rental	C																	C	C	P	P				10	
Landscape/garden contractor or production	P				C								P	P				C	P	P					10	
Wholesaling																	P	P	P	P					10	
<b>Manufacturing and Production</b>																										
Heavy manufacturing																				P						10
Light manufacturing																		P	P	P	P				10	
Mining and extraction	C																			P						10
<b>Warehouse and Freight Movement</b>																										
Freight or truck yard																		P	P	P					10	

**Table 4-1: Principal Use Table**  
*amended 135/2016; 148/2016*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	E1	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category
USE CATEGORY/TYPE																								
Grain elevator	P																				C	P		10
Mini-warehouse, self-storage														P*					P	P	P	P	101	0
Outside storage																				P*	P*	102	10	
Warehouse																		P	P	P	P		10	
<b>Waste and Salvage</b>																								
Garbage incineration and reduction	C																					P		10
Landfill/snow dump	C																					P		10
Recycling collection centre	P												P	P	P	P	P	P	P	P	P	P		10
Recycling plant																		P*	P*	P*	P	103	10	
Waste transfer station																					P			10
Wrecking and salvage yard																					P*	104		10

**Table 4-2: Accessory Use Table**

*amended 135/2016; 148/2016; 82/2017*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District | N/A=Not Applicable

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category		
USE CATEGORY / TYPE																										
Accessory uses, not listed	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		N/A		
Amusement devices			P	P						P		P	P	P	P	P	P	P	P	P	P	P	P		N/A	
Apiary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	109.1	N/A		
Aviary	C				C	C	C*	C*																	109	N/A
Automated teller machine									P		P	P	P	P	P	P	P	P	P	P	P	P	P		N/A	
Boarder or roomer	P*				P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*		P*							110	N/A	
Caretaker's residence	P*	P*	P*	P*	P*							P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	111	N/A	
Day care		P*	P*	P*					P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	112	N/A	
Drive-in or drive-through												P*	P*	P*	P*	P*		P*	P*	P*				96	N/A	
Hall rental	C	C	C	P	C	C	C	C	C	C	C	C	C	C	P	P	C	P	P	C	C			N/A		
Home-based business, minor	P*				P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*		P*	P*						113, 114	N/A	
Home-based business, major	C*				C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*		C*	C*						113, 115	N/A	
Micro brewery/distillery/winery <i>amended 148/2016</i>									C		P	C	P	P	P	C		P	P	P					N/A	
Office/service area or building	P		P	P					P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		N/A	
Outdoor dining/drinking area			C	C					C		P*	P*	P*	P	P	C	P	P	P	P	P	P	P	116	N/A	

**Table 4-2: Accessory Use Table**  
*amended 135/2016; 148/2016; 82/2017*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District | N/A=Not Applicable

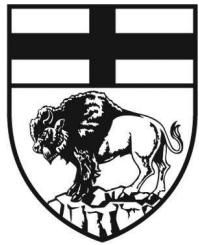
ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category			
USE CATEGORY / TYPE																											
Outside display and sales	P												P*	P*	P*	C*	C*	P*	P*	P*	P		117	N/A			
Outside operations	P																	P		P	P			N/A			
Outside storage	P*												P*	P*		P*	P*	P*	P*	P*	P*	P*		118	N/A		
Parking, shared <i>added 148/2016</i>							P*	P*																	120.1	N/A	
Parking, structured									P	P		P		P	P	P	P	P	P	P	P	P			N/A		
Recycling collection centre	P*		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*		119	N/A		
Retail sales		P	P	P					C	P		P	P	P	P	P	P	P	P	P	P	P			N/A		
Secondary suite, attached <i>amended 1/2013; 148/2016</i>	P*				P*	P*	P*	P*	P*	P*			P*	P*											120	N/A	
Secondary suite, detached <i>amended 1/2013; 148/2016</i>							C*	C*																		120	
Social service facility <i>amended 121/2008</i>							C	C	C	C		C	C	P	P	P	P	P	P	P	P	P			N/A		
Stable, private	P				P																						N/A
Wireless communication, building-mounted tower <i>amended 49/2010</i>									P*				P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*		99	N/A	

**Table 4-3: Temporary Use Table**

*amended 135/2016*

P=Permitted | C=Conditional | \*=Use Specific Standard Applies in this Zoning District | N/A=Not Applicable

ZONING DISTRICT	A	PR1	PR2	PR3	RR5	RR2	R1	R2	RMF	RMU	RMH	TOD	C1	C2	C3	C4	CMU	EI	MMU	M1	M2	M3	Use Specific Standards (Section)	Parking Category		
USE CATEGORY / TYPE																										
Emergency residential shelter	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P		N/A		
Farmers' market	C*				C*					C*		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*			127	N/A	
Fundraising event	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		N/A		
Real estate sales offices and model sales homes	P*				P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*						128	N/A	
Seasonal sales	P*									C*		C*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*		129	N/A
Special event (carnival, circus, fair, concert, or similar event)	P	C	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P		N/A		
Temporary construction trailer or building	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	130	N/A	



# MANITOBA

## THE RESIDENTIAL TENANCIES ACT

C.C.S.M. c. R119

## LOI SUR LA LOCATION À USAGE D'HABITATION

c. R119 de la C.P.L.M.

Orders made under *The Emergency Measures Act* affect the application of this Act:

*Order re Temporary Suspension of Certain Expiry dates, Deadlines, Interest Payments, Proceedings and Other Requirements*

Effective from 20 Mar 2020 to 21 Sep 2020

Décrets pris en vertu de la *Loi sur les mesures d'urgence* modifient l'application de cette loi :

*Décret portant suspension temporaire de diverses exigences (dates butoirs, intérêts, instances et autres)*

En vigueur du 20 mars 2020 au 21 sept. 2020

As of 29 Jun 2020, this is the most current version available. It is current for the period set out in the footer below.

Le texte figurant ci-dessous constitue la codification la plus récente en date du 29 juin 2020. Son contenu était à jour pendant la période indiquée en bas de page.

NOW THEREFORE HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Manitoba, enacts as follows:

PAR CONSÉQUENT, SA MAJESTÉ, sur l'avis et du consentement de l'Assemblée législative du Manitoba, édicte :

## PART 1

### INTERPRETATION AND APPLICATION

#### Definitions

**1(1)** In this Act,

**"account for power"** has the same meaning as in section 1 of *The Energy Savings Act* or subsection 14(1) of *The Efficiency Manitoba Act*; (« compte d'énergie »)

**"caretaker's unit"** means a rental unit provided by a landlord to a person employed as a caretaker, janitor, manager or superintendent of a residential complex or part of a residential complex in which the rental unit is located; (« unité locative de gardien d'immeuble »)

**"chief commissioner"** means the chief commissioner appointed under subsection 146(1); (« commissaire en chef »)

**"commission"** means the Residential Tenancies Commission established under subsection 145(1); (« Commission »)

**"cooperative housing corporation"** means a corporation whose main purpose and activity is to provide living accommodation to its members, and, in the case of a corporation not incorporated under *The Cooperatives Act*, means a corporation organized and operated in accordance with the principles and methods described in subsection 4(1) of that Act; (« coopérative de logement »)

**"court"** means the Court of Queen's Bench; (« tribunal »)

**"department"** means the department of the executive government over which the minister presides; (« ministère »)

## PARTIE 1

### DÉFINITIONS ET APPLICATION

#### Définitions

**1(1)** Les définitions qui suivent s'appliquent à la présente loi.

**« accord de garantie »** Accord écrit conclu entre un locateur et un garant dans lequel ce dernier s'engage à assumer des obligations déterminées qu'une convention de location ou que la présente loi impose à un locataire si celui-ci omet de les exécuter. ("guarantee agreement")

**« bail viager »** Bail viager au sens de la *Loi sur les baux viagers*. ("life lease")

**« commissaire en chef »** Le commissaire en chef nommé en application du paragraphe 146(1). ("chief commissioner")

**« Commission »** La Commission de la location à usage d'habitation constituée en application du paragraphe 145(1). ("commission")

**« compte d'énergie »** S'entend au sens de l'article 1 de la *Loi sur les économies d'énergie* ou du paragraphe 14(1) de la *Loi sur la Société pour l'efficacité énergétique au Manitoba*. ("account for power")

**« convention de location »** Convention écrite, verbale ou tacite entre le locateur et le locataire, portant sur l'occupation d'une unité locative et, le cas échéant, sur la fourniture de services aux locataires. La présente définition vise notamment les baux viagers. ("tenancy agreement")

**"deposit"** means

- (a) a security deposit,
- (b) a pet damage deposit, or
- (c) a tenant services security deposit; (« dépôt »)

**"director"** means the Director of Residential Tenancies appointed under subsection 141(1); (« directeur »)

**"employee unit"** means a rental unit provided by an employer to an employee to occupy during his or her employment or training; (« unité locative d'employé »)

**"entrance fee"** means an entrance fee as defined in *The Life Leases Act*; (« frais d'entrée »)

**"furniture"**, when used in relation to a furnished rental unit, does not include appliances such as a stove, refrigerator, washer or dryer provided with the rental unit; (« meubles »)

**"guarantee agreement"** means a written agreement between a landlord and a guarantor in which the guarantor undertakes to be responsible for specific obligations of a tenant under a tenancy agreement or this Act if the tenant fails to comply with those obligations; (« accord de garantie »)

**"guarantor"** means a person who enters into a guarantee agreement with a landlord; (« garant »)

**"landlord"** includes

- (a) the owner, or other person permitting or granting a right to occupancy of the rental unit, and his or her heirs, assigns, personal representatives and successors in title,
- (b) a person, other than a tenant occupying the rental unit, who is entitled to possession of the residential complex in which the rental unit is located and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent or a tenant services charge, and

**« coopérative de logement »** Corporation dont les activités et les objectifs principaux consistent à procurer une habitation à ses membres ou qui, n'étant pas constituée en vertu de la *Loi sur les coopératives*, est organisée et exploitée en conformité avec les principes et méthodes décrits au paragraphe 4(1) de la *Loi sur les coopératives*. ("cooperative housing corporation")

**« dépôt »**

- a) Dépôt de garantie;
- b) dépôt pour les dommages attribuables à un animal de compagnie;
- c) dépôt de garantie pour les services aux locataires. ("deposit")

**« dépôt de garantie »** La somme d'argent que le locataire verse au locateur afin que cette somme soit détenue à titre de garantie pour l'accomplissement des obligations du locataire. La présente définition exclut :

- a) les dépôts pour les dommages attribuables à un animal de compagnie;
- b) les dépôts de garantie pour les services aux locataires. ("security deposit")

**« dépôt de garantie pour les services aux locataires »** La somme d'argent que le locataire verse au locateur afin qu'elle soit détenue à titre de garantie pour l'accomplissement des obligations du locataire qui ont trait aux services aux locataires. ("tenant services security deposit")

**« dépôt pour les dommages attribuables à un animal de compagnie »** La somme d'argent que le locataire verse au locateur afin qu'elle soit détenue à titre de garantie pour l'accomplissement des obligations du locataire qui ont trait à un animal de compagnie. ("pet damage deposit")

**« directeur »** Le directeur de la Location à usage d'habitation nommé en vertu du paragraphe 141(1). ("director")

(c) a person who, in exercising rights under a mortgage or another real property encumbrance, initiates proceedings to evict a tenant from a rental unit; (« locateur »)

"**life lease**" means a life lease as defined in *The Life Leases Act*; (« bail viager »)

"**minister**" means the member of the Executive Council charged by the Lieutenant Governor in Council with the administration of this Act; (« ministre »)

"**mobile home**" means a dwelling that is designed to be made mobile and that is constructed or manufactured to provide a permanent residence for 1 or more persons, but does not include a travel trailer, tent trailer or other similar trailer; (« maison mobile »)

"**mobile home park**" means a residential complex where 2 or more mobile homes are located for a period of 60 days or more, and includes the land, structures, and services and facilities of which the landlord retains possession and that are intended for the common use and enjoyment of the tenants of the landlord; (« parc de maisons mobiles »)

"**monthly charge**" has the same meaning as in subsection 1(1) of *The Energy Savings Act* or subsection 14(1) of *The Efficiency Manitoba Act*; (« frais mensuels »)

"**on-meter efficiency improvements program**" has the same meaning as in subsection 1(1) of *The Energy Savings Act* and includes an on-meter efficiency program established by Efficiency Manitoba under *The Efficiency Manitoba Act*; (« programme d'amélioration de l'efficacité énergétique »)

"**personal care home**" means a personal care home designated under the regulations made under *The Health Services Insurance Act*; (« foyer de soins personnels »)

« **ensemble résidentiel** » Tout ou partie d'un bâtiment, groupe de bâtiments apparentés ou parc de maisons mobiles, dans lequel une ou plusieurs unités locatives sont situées. Sont visés par la présente définition les parties communes ainsi que les services et les installations à la disposition des résidents du ou des bâtiments ou du parc. ("residential complex")

« **établissement de soins en résidence** » Établissement de soins en résidence à l'égard duquel un permis ou une lettre d'agrément a été délivré en conformité avec les règlements d'application de la *Loi sur les services sociaux*. ("residential care facility")

« **Fonds** » Le Fonds de remboursement des dépôts de garantie constitué en application du paragraphe 36(1). ("security deposit compensation fund")

« **foyer de soins personnels** » Foyer de soins personnels désigné dans les règlements pris en application de la *Loi sur l'assurance-maladie*. ("personal care home")

« **frais d'entrée** » Frais d'entrée au sens de la *Loi sur les baux viagers*. ("entrance fee")

« **frais de services aux locataires** » Somme totale versée ou autre contrepartie remise par un locataire à un locateur à l'égard de la fourniture d'un ou plusieurs services aux locataires. ("tenant services charge")

« **frais mensuels** » S'entend au sens du paragraphe 1(1) de la *Loi sur les économies d'énergie* ou du paragraphe 14(1) de la *Loi sur la Société pour l'efficacité énergétique au Manitoba*. ("monthly charge")

« **garant** » Personne qui conclut un accord de garantie avec un locateur. ("guarantor")

**"pet damage deposit"** means the amount of money paid by a tenant to a landlord to be held as security for the performance of an obligation or liability of the tenant relating to a pet; (« dépôt pour les dommages attribuables à un animal de compagnie »)

**"prescribed"** means prescribed by the regulations; (« version anglaise seulement »)

**"public utility"** means a public utility as defined in *The Public Utilities Act*; (« service public »)

**"regulations"** means the regulations made under this Act; (« règlement »)

**"rent"** means the amount of money paid or other value given by a tenant to a landlord for

(a) the right to occupy a rental unit, and

(b) the use of common areas, services and facilities, privileges, accommodations or other things relating to the use, occupation or enjoyment of the rental unit, whether or not a separate charge is made for them,

and includes the value of any rent discount given by the landlord as determined in accordance with the regulations, but does not include a tenant services charge; (« loyer »)

**"rent discount"** means the dollar value by which rent is reduced to the amount actually paid by, or on behalf of, the tenant; (« remise de loyer »)

**"rental payment period"** means the interval at which rent is payable under a tenancy agreement; (« terme »)

**"rental unit"** means any living accommodation, mobile home or a site for a mobile home used or intended for use as rented residential premises, and includes a room in a boarding house where 5 or more rooms are provided as living accommodation in the boarding house; (« unité locative »)

**« habitation subventionnée »** Unité locative louée à des personnes ou à des familles à faible ou modeste revenu, à un loyer réduit en raison de fonds publics versés par le gouvernement du Canada, le gouvernement du Manitoba, une municipalité ou un district d'administration locale, ou par un de leurs organismes. ("subsidized housing")

**« locataire »** Personne, y compris ses héritiers, ayants droit et représentants personnels, qui occupe ou a le droit d'occuper une unité locative aux termes d'une convention de location. Sont exclus les organismes gouvernementaux qui versent un loyer ou des frais de services aux locataires au nom d'une personne relativement au droit d'occupation de l'unité locative par cette dernière. ("tenant")

**« locateur »** Sont assimilés au locateur :

a) le propriétaire d'une unité locative ou toute autre personne autorisant l'occupation de l'unité locative ou donnant le droit de l'occuper, y compris ses héritiers, ayants droit, représentants personnels et ayants cause;

b) la personne, à l'exclusion du locataire occupant l'unité locative, qui a un droit de possession sur l'ensemble résidentiel dans lequel est située l'unité locative et qui tente d'exercer l'un des droits conférés au locateur en vertu d'une convention de location ou de la présente loi, y compris le droit de percevoir le loyer ou les frais de services aux locataires;

c) la personne qui, dans le cadre de l'exercice des droits que lui confère une hypothèque ou un autre grève à l'égard de biens réels, introduit une instance aux fins de l'éviction du locataire d'une unité locative. ("landlord")

**« loyer »** Somme que le locataire verse au locateur ou autre contrepartie qu'il remet à ce dernier, pour que le locataire obtienne le droit d'occuper une unité locative et d'utiliser les parties communes, ainsi que pour les services, les installations, les priviléges ou les autres choses se rapportant à l'usage, à l'occupation ou à la jouissance de l'unité locative, qu'un prix distinct soit ou non fixé pour ces services, ces installations, ces priviléges ou ces choses. La présente définition vise également la remise

**"residential care facility"** means a residential care facility that has been licensed or issued a letter of approval under the regulations made under *The Social Services Administration Act*; (« établissement de soins en résidence »)

**"residential complex"** means a building or part of a building, a related group of buildings or a mobile home park in which 1 or more rental units are located, and includes all common areas, and services and facilities available for the use of residents of the building or buildings or park; (« ensemble résidentiel »)

**"residential tenancies repair program"** means the program established under clause 44(k) of *The Housing and Renewal Corporation Act*; (« programme de réparation des unités locatives »)

**"security deposit"** means the amount of money paid by a tenant to a landlord to be held as security for the performance of an obligation or a liability of the tenant, but does not include

- (a) a pet damage deposit, or
- (b) a tenant services security deposit; (« dépôt de garantie »)

**"security deposit compensation fund"** means the fund established under subsection 36(1); (« Fonds »)

**"service and facility"** includes

- (a) appliances provided by the landlord,
- (b) parking and related facilities,
- (c) laundry facilities,
- (d) elevator facilities,
- (e) common recreational facilities,
- (f) garbage facilities and related services,
- (g) cleaning or maintenance services,
- (h) storage facilities,

déterminée conformément aux règlements et faite par le locateur au locataire, mais exclut les frais de services aux locataires. ("rent")

**« maison mobile »** Habitation conçue pour être mobile et construite ou fabriquée dans le but de servir de résidence permanente à une ou plusieurs personnes. Sont exclues les caravanes, les tentes-roulottes et toute autre caravane semblable. ("mobile home")

**« meubles »** Dans le cas d'une unité locative meublée, exclut les appareils ménagers tels que la cuisinière, le réfrigérateur, la laveuse ou la sécheuse qui sont fournis avec l'unité locative. ("furniture")

**« ministère »** Ministère du gouvernement dont le ministre est responsable. ("department")

**« ministre »** Le membre du Conseil exécutif chargé par le lieutenant-gouverneur en conseil de l'application de la présente loi. ("minister")

**« parc de maisons mobiles »** Ensemble résidentiel où au moins deux maisons mobiles sont louées pour une période de 60 jours ou plus. La présente définition vise notamment les biens-fonds, les constructions ainsi que les services et les installations dont le locateur conserve la possession et qui sont destinés à la jouissance et à l'usage communs des locataires. ("mobile home park")

**« programme d'amélioration de l'efficacité énergétique »** S'entend au sens du paragraphe 1(1) de la *Loi sur les économies d'énergie*. La présente définition vise notamment un programme d'aide à l'efficacité énergétique établi par la Société pour l'efficacité énergétique au Manitoba au titre de la *Loi sur la Société pour l'efficacité énergétique au Manitoba*. ("on-meter efficiency improvements program")

**« programme de réparation des unités locatives »** Le programme mis sur pied en vertu de l'alinéa 44k) de la *Loi sur la Société d'habitation et de rénovation*. ("residential tenancies repair program")

**« règlement »** Règlement pris en application de la présente loi. ("regulations")

- (i) intercom systems,
- (j) cable and satellite television facilities,
- (k) heating facilities or services,
- (l) air-conditioning facilities,
- (m) utilities and related services,
- (n) security services or facilities,
- (o) maintenance of sidewalks, roads, parking areas and related services,
- (p) maintenance of lawns and grounds and related services, and
- (q) clearing of snow from roads and sidewalks and related services; (« services et installations »)

**"subsidized housing"** means a rental unit rented to persons or families of low or modest income at reduced rents by reason of funding provided by the Government of Canada, the Government of Manitoba, a municipality or a local government district, or by any of their agencies; (« habitation subventionnée »)

**"tenancy agreement"** means a written, oral or implied agreement between a landlord and a tenant for occupancy of a rental unit and, where applicable, provision of tenant services, and includes a life lease; (« convention de location »)

**"tenant"** means a person who occupies or is entitled to occupy a rental unit under a tenancy agreement and includes his or her heirs, assigns and personal representatives, but does not include a government agency that pays rent or a tenant services charge on behalf of a person in connection with that person's right to occupy the rental unit; (« locataire »)

**« remise de loyer »** Valeur monétaire de laquelle le loyer est réduit pour qu'il égale le montant réellement payé par le locataire ou en son nom. ("rent discount")

**« service public »** Service public au sens de la *Loi sur la Régie des services publics*. ("public utility")

**« services aux locataires »** Le ou les services indiqués ci-après qui sont fournis au locataire par le locateur ou au nom de celui-ci en vertu d'une convention de location :

- a) services de repas;
  - b) services de buanderie;
  - c) services de lingerie;
  - d) services d'entretien ménager de l'unité locative;
  - e) services d'intervention en cas d'urgence;
  - f) services de transport;
  - g) services récréatifs et de mieux-être;
  - h) services de gestion des ressources financières;
- i) biens ou services promis ou fournis à un locataire à titre de condition d'une convention de location, à l'exception des services visés par la définition de « services et installations ».

La présente définition exclut les services fournis au locataire en vertu d'un accord conclu entre le locateur ou une autre personne et un office régional de la santé constitué sous le régime de la *Loi sur les offices régionaux de la santé*. ("tenant services")

**« services et installations »** S'entend notamment :

- a) des appareils ménagers fournis par le locateur;
- b) du stationnement et des installations connexes;
- c) de la buanderie;

**"tenant services"** means one or more of the following provided under a tenancy agreement to a tenant by, or on behalf of, the landlord:

- (a) meal service,
- (b) personal laundry service,
- (c) linen service,
- (d) housekeeping service in the rental unit,
- (e) personal emergency response service,
- (f) transportation service,
- (g) recreation and wellness services,
- (h) cash management service,
- (i) a good or service promised or provided to a tenant as a term of a tenancy agreement, other than a service that falls within the definition of "service and facility",

but does not include a service provided to the tenant under an agreement between the landlord or another person and a regional health authority established under *The Regional Health Authorities Act*; (« services aux locataires »)

**"tenant services charge"** means the total amount of money paid or other value given by a tenant to a landlord for providing one or more tenant services; (« frais de services aux locataires »)

**"tenant services security deposit"** means the amount of money paid by a tenant to a landlord to be held as security for the performance of an obligation or liability of the tenant relating to tenant services; (« dépôt de garantie pour les services aux locataires »)

- d) des ascenseurs;
- e) des installations récréatives communes;
- f) des installations pour ordures ménagères et des services connexes;
- g) des services de nettoyage ou d'entretien;
- h) des installations de rangement;
- i) des systèmes d'interphone;
- j) des installations de câblodistribution et de télévision par satellite;
- k) des services ou des installations de chauffage;
- l) des installations de climatisation;
- m) des commodités et des services connexes;
- n) des services ou des installations de sécurité;
- o) de l'entretien des trottoirs, chemins, lieux de stationnement et des services connexes;
- p) de l'entretien des pelouses et terrains et des services connexes;
- q) du débâle et de la neige se trouvant sur les chemins et les trottoirs et des services connexes. ("service and facility")

**« terme »** Intervalle entre les paiements du loyer aux termes d'une convention de location. ("rental payment period")

**« tribunal »** La Cour du Banc de la Reine. ("court")

**« unité locative »** Habitation, maison mobile ou emplacement pour une maison mobile, loué ou destiné à être loué comme local d'habitation. Sont visées par la présente définition les chambres qui se trouvent dans une pension où au moins cinq chambres servent d'habitation. ("rental unit")

(b) the tenant does not ordinarily live in the rental unit, and the rent, and, if applicable, the tenant services charge, that the tenant has paid is no longer sufficient to meet the tenant's obligation to pay.

### Abandoning premises

**1(3)** For the purpose of this Act, a tenant has abandoned the rental unit and the residential complex when the tenancy agreement is not properly terminated in accordance with this Act and

(a) the tenant has left the rental unit and informed the landlord that he or she does not intend to return; or

(b) the tenant does not ordinarily live in the rental unit, has not expressed an intention to resume living in the rental unit, and the rent, and, if applicable, the tenant services charge, the tenant has paid is no longer sufficient to meet the tenant's obligation to pay.

### Reference to "Act" includes regulations

**1(4)** A reference to "**this Act**" includes the regulations made under this Act.

### Reference to Life Leases Act includes regulations

**1(5)** In this Act, a reference to *The Life Leases Act* includes the regulations made under that Act.

S.M. 1993, c. 45, s. 2; S.M. 1998, c. 42, s. 56; S.M. 2004, c. 33, s. 2; S.M. 2009, c. 10, s. 2; S.M. 2011, c. 35, s. 44; S.M. 2012, c. 26, s. 17; S.M. 2017, c. 18, s. 48.

### Application

**2** This Act applies to rental units and residential complexes and to tenancy agreements, whether made before or after this Act comes into force, despite any other Act and despite any agreement or waiver to the contrary.

b) le locataire ne vit pas habituellement dans l'unité locative et le loyer et, le cas échéant, les frais de services aux locataires qu'il a payés ne sont plus suffisamment élevés pour que soit respectée l'obligation du locataire relative à leur paiement.

### Abandon des locaux

**1(3)** Pour l'application de la présente loi, le locataire a abandonné l'unité locative et l'ensemble résidentiel lorsque la convention de location n'est pas résiliée de façon régulière, conformément à la présente loi, et que, selon le cas :

a) le locataire a quitté l'unité locative et a avisé le locateur qu'il n'avait pas l'intention d'y revenir;

b) le locataire ne vit pas habituellement dans l'unité locative, n'a pas indiqué son intention de recommencer à y vivre et le loyer et, le cas échéant, les frais de services aux locataires qu'il a payés ne sont plus suffisamment élevés pour que soit respectée l'obligation du locataire relative à leur paiement.

### Mention de la présente loi

**1(4)** Toute mention de la présente loi s'entend également d'une mention de ses règlements d'application.

### Mentions

**1(5)** Dans la présente loi, toute mention de la *Loi sur les baux viagers* vaut mention des règlements d'application de cette loi.

L.M. 1993, c. 45, art. 2; L.M. 1998, c. 42, art. 56; L.M. 2004, c. 33, art. 2; L.M. 2009, c. 10, art. 2; L.M. 2011, c. 35, art. 44; L.M. 2012, c. 26, art. 17; L.M. 2017, c. 18, art. 48.

### Application de la Loi

**2** Par dérogation à toute autre loi et malgré toute convention ou renonciation contraire, la présente loi s'applique aux unités locatives et aux ensembles résidentiels ainsi qu'aux conventions de location conclues avant ou après l'entrée en vigueur de la présente loi.

### Non-application

3(1) This Act does not apply to

- (a) living accommodation occupied on a transient basis provided in a hotel, motel, inn, tourist home or hostel, or other similar accommodation;
- (b) living accommodation occupied as a vacation home for a seasonal or temporary period;
- (c) except as provided in Part 12 of *The Cooperatives Act*, living accommodation provided by a housing cooperative, as defined in section 1 of that Act, to its members who occupy the living accommodation;
- (d) living accommodation occupied by a person for penal or correctional purposes or for the purpose of receiving in-patient or resident-based therapeutic or rehabilitative care;
- (e) living accommodation provided to temporarily shelter persons in need;
- (f) living accommodation provided in a hospital, a hospice for persons in the late stages of a life-threatening illness, a personal care home or a residential care facility;
- (g) living accommodation provided by an educational institution to its students;
- (h) living accommodation provided by or in association with a religious denomination on premises occupied solely
  - (i) by the denomination's clergy or employees,
  - (ii) by a religious order, or
  - (iii) for religious instructional purposes; or
- (i) premises occupied for business or agricultural purposes with living accommodation attached under a single lease, unless the person occupying the living accommodation is someone other than the person occupying the premises for those purposes.

### Exemptions

3(1) La présente loi ne s'applique pas :

- a) aux habitations occupées de façon provisoire et fournies dans des hôtels, des motels, des auberges, des maisons de chambres pour touristes ou des centres d'accueil ou encore dans d'autres habitations similaires;
- b) aux habitations occupées comme logements de vacances pendant une période saisonnière ou temporaire;
- c) sauf dans la mesure prévue à la partie 12 de la *Loi sur les coopératives*, aux habitations que des coopératives d'habitation, au sens de l'article 1 de cette loi, fournissent à leurs membres ou détenteurs de parts de placement et que ces membres ou détenteurs occupent;
- d) aux habitations que des personnes occupent à des fins pénales ou correctionnelles ou afin de recevoir, à titre de patient hospitalisé ou de résident, des soins de réadaptation ou des soins thérapeutiques;
- e) aux habitations fournies afin de permettre aux personnes qui sont dans le besoin d'avoir un abri temporaire;
- f) aux habitations fournies dans des hôpitaux, des établissements de soins palliatifs, des foyers de soins personnels ou des établissements de soins en résidence;
- g) aux habitations fournies par des établissements d'enseignement à leurs étudiants;
- h) aux habitations fournies par une congrégation religieuse, ou en association avec elle, dans des locaux qui sont occupés exclusivement par son clergé ou ses employés ou par un ordre religieux ou qui sont utilisés uniquement à des fins d'enseignement religieux;
- i) aux locaux occupés à des fins commerciales ou agricoles, auxquels sont jointes des habitations et qui sont loués aux termes d'un bail unique, sauf si les occupants des habitations ne sont pas les occupants des locaux.

### **Exemptions from Act by regulation**

**3(2)** This Act does not apply to residential complexes or to classes of residential complexes that are exempted from this Act by the regulations.

S.M. 1998, c. 52, s. 400; S.M. 2004, c. 33, s. 3; S.M. 2017, c. 34, s. 15.

### **Exemption prévue par règlement**

**3(2)** La présente loi ne s'applique pas aux ensembles résidentiels ni aux catégories d'ensembles résidentiels qui sont soustraits à l'application de la présente loi par règlement.

L.M. 1998, c. 52, art. 400; L.M. 2004, c. 33, art. 3; L.M. 2017, c. 34, art. 15.

### **Conflict with other Acts**

**4** If this Act conflicts with the provisions of another Act, other than sections 26 to 31 of *The Condominium Act*, this Act prevails.

S.M. 2011, c. 30, Sch. A, s. 307; S.M. 2011, c. 30, Sch. B, s. 2.

### **Incompatibilité**

**4** Les dispositions de la présente loi l'emportent sur les dispositions incompatibles de toute autre loi, à l'exclusion des articles 26 à 31 de la *Loi sur les condominiums*.

L.M. 2011, c. 30, ann. A, art. 307; L.M. 2011, c. 30, ann. B, art. 2.

### **Act binds the Crown**

**5** This Act binds the Crown.

### **Couronne liée**

**5** La présente loi lie la Couronne.

### **Waiver of Act void**

**6(1)** Every agreement, oral or written, express or implied, whether entered into before or after the coming into force of this Act, is against public policy and void to the extent that it restricts or waives or purports to restrict or waive the application of this Act or rights and obligations under this Act.

### **Renonciation nulle**

**6(1)** Toute convention verbale ou écrite, expresse ou implicite, qui a été conclue avant ou après l'entrée en vigueur de la présente loi est contraire à l'ordre public et nulle si l'application de la présente loi ou les droits ou les obligations qui y sont prévus font l'objet, dans la convention, d'une restriction ou d'une renonciation réelle ou présumée.

### **Arrangement or payment to defeat Act void**

**6(2)** An arrangement, payment or other device the purpose of which is to defeat this Act is against public policy and void.

### **Non-respect de la Loi**

**6(2)** Sont contraires à l'ordre public et nuls les arrangements conclus, les paiements faits ou les autres moyens employés dans le but de contourner la présente loi.



# MANITOBA

## THE RESIDENTIAL TENANCIES ACT

C.C.S.M. c. R119

## LOI SUR LA LOCATION À USAGE D'HABITATION

c. R119 de la C.P.L.M.

Orders made under *The Emergency Measures Act* affect the application of this Act:

*Order re Temporary Suspension of Certain Expiry dates, Deadlines, Interest Payments, Proceedings and Other Requirements*

Effective from 20 Mar 2020 to 21 Sep 2020

Décrets pris en vertu de la *Loi sur les mesures d'urgence* modifient l'application de cette loi :

*Décret portant suspension temporaire de diverses exigences (dates butoirs, intérêts, instances et autres)*

En vigueur du 20 mars 2020 au 21 sept. 2020

As of 29 Jun 2020, this is the most current version available. It is current for the period set out in the footer below.

Le texte figurant ci-dessous constitue la codification la plus récente en date du 29 juin 2020. Son contenu était à jour pendant la période indiquée en bas de page.

NOW THEREFORE HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Manitoba, enacts as follows:

PAR CONSÉQUENT, SA MAJESTÉ, sur l'avis et du consentement de l'Assemblée législative du Manitoba, édicte :

## PART 1

### INTERPRETATION AND APPLICATION

#### Definitions

**1(1)** In this Act,

**"account for power"** has the same meaning as in section 1 of *The Energy Savings Act* or subsection 14(1) of *The Efficiency Manitoba Act*; (« compte d'énergie »)

**"caretaker's unit"** means a rental unit provided by a landlord to a person employed as a caretaker, janitor, manager or superintendent of a residential complex or part of a residential complex in which the rental unit is located; (« unité locative de gardien d'immeuble »)

**"chief commissioner"** means the chief commissioner appointed under subsection 146(1); (« commissaire en chef »)

**"commission"** means the Residential Tenancies Commission established under subsection 145(1); (« Commission »)

**"cooperative housing corporation"** means a corporation whose main purpose and activity is to provide living accommodation to its members, and, in the case of a corporation not incorporated under *The Cooperatives Act*, means a corporation organized and operated in accordance with the principles and methods described in subsection 4(1) of that Act; (« coopérative de logement »)

**"court"** means the Court of Queen's Bench; (« tribunal »)

**"department"** means the department of the executive government over which the minister presides; (« ministère »)

## PARTIE 1

### DÉFINITIONS ET APPLICATION

#### Définitions

**1(1)** Les définitions qui suivent s'appliquent à la présente loi.

**« accord de garantie »** Accord écrit conclu entre un locateur et un garant dans lequel ce dernier s'engage à assumer des obligations déterminées qu'une convention de location ou que la présente loi impose à un locataire si celui-ci omet de les exécuter. ("guarantee agreement")

**« bail viager »** Bail viager au sens de la *Loi sur les baux viagers*. ("life lease")

**« commissaire en chef »** Le commissaire en chef nommé en application du paragraphe 146(1). ("chief commissioner")

**« Commission »** La Commission de la location à usage d'habitation constituée en application du paragraphe 145(1). ("commission")

**« compte d'énergie »** S'entend au sens de l'article 1 de la *Loi sur les économies d'énergie* ou du paragraphe 14(1) de la *Loi sur la Société pour l'efficacité énergétique au Manitoba*. ("account for power")

**« convention de location »** Convention écrite, verbale ou tacite entre le locateur et le locataire, portant sur l'occupation d'une unité locative et, le cas échéant, sur la fourniture de services aux locataires. La présente définition vise notamment les baux viagers. ("tenancy agreement")

**"deposit"** means

- (a) a security deposit,
- (b) a pet damage deposit, or
- (c) a tenant services security deposit; (« dépôt »)

**"director"** means the Director of Residential Tenancies appointed under subsection 141(1); (« directeur »)

**"employee unit"** means a rental unit provided by an employer to an employee to occupy during his or her employment or training; (« unité locative d'employé »)

**"entrance fee"** means an entrance fee as defined in *The Life Leases Act*; (« frais d'entrée »)

**"furniture"**, when used in relation to a furnished rental unit, does not include appliances such as a stove, refrigerator, washer or dryer provided with the rental unit; (« meubles »)

**"guarantee agreement"** means a written agreement between a landlord and a guarantor in which the guarantor undertakes to be responsible for specific obligations of a tenant under a tenancy agreement or this Act if the tenant fails to comply with those obligations; (« accord de garantie »)

**"guarantor"** means a person who enters into a guarantee agreement with a landlord; (« garant »)

**"landlord"** includes

- (a) the owner, or other person permitting or granting a right to occupancy of the rental unit, and his or her heirs, assigns, personal representatives and successors in title,
- (b) a person, other than a tenant occupying the rental unit, who is entitled to possession of the residential complex in which the rental unit is located and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act, including the right to collect rent or a tenant services charge, and

**« coopérative de logement »** Corporation dont les activités et les objectifs principaux consistent à procurer une habitation à ses membres ou qui, n'étant pas constituée en vertu de la *Loi sur les coopératives*, est organisée et exploitée en conformité avec les principes et méthodes décrits au paragraphe 4(1) de la *Loi sur les coopératives*. ("cooperative housing corporation")

**« dépôt »**

- a) Dépôt de garantie;
- b) dépôt pour les dommages attribuables à un animal de compagnie;
- c) dépôt de garantie pour les services aux locataires. ("deposit")

**« dépôt de garantie »** La somme d'argent que le locataire verse au locateur afin que cette somme soit détenue à titre de garantie pour l'accomplissement des obligations du locataire. La présente définition exclut :

- a) les dépôts pour les dommages attribuables à un animal de compagnie;
- b) les dépôts de garantie pour les services aux locataires. ("security deposit")

**« dépôt de garantie pour les services aux locataires »** La somme d'argent que le locataire verse au locateur afin qu'elle soit détenue à titre de garantie pour l'accomplissement des obligations du locataire qui ont trait aux services aux locataires. ("tenant services security deposit")

**« dépôt pour les dommages attribuables à un animal de compagnie »** La somme d'argent que le locataire verse au locateur afin qu'elle soit détenue à titre de garantie pour l'accomplissement des obligations du locataire qui ont trait à un animal de compagnie. ("pet damage deposit")

**« directeur »** Le directeur de la Location à usage d'habitation nommé en vertu du paragraphe 141(1). ("director")

(c) a person who, in exercising rights under a mortgage or another real property encumbrance, initiates proceedings to evict a tenant from a rental unit; (« locateur »)

"**life lease**" means a life lease as defined in *The Life Leases Act*; (« bail viager »)

"**minister**" means the member of the Executive Council charged by the Lieutenant Governor in Council with the administration of this Act; (« ministre »)

"**mobile home**" means a dwelling that is designed to be made mobile and that is constructed or manufactured to provide a permanent residence for 1 or more persons, but does not include a travel trailer, tent trailer or other similar trailer; (« maison mobile »)

"**mobile home park**" means a residential complex where 2 or more mobile homes are located for a period of 60 days or more, and includes the land, structures, and services and facilities of which the landlord retains possession and that are intended for the common use and enjoyment of the tenants of the landlord; (« parc de maisons mobiles »)

"**monthly charge**" has the same meaning as in subsection 1(1) of *The Energy Savings Act* or subsection 14(1) of *The Efficiency Manitoba Act*; (« frais mensuels »)

"**on-meter efficiency improvements program**" has the same meaning as in subsection 1(1) of *The Energy Savings Act* and includes an on-meter efficiency program established by Efficiency Manitoba under *The Efficiency Manitoba Act*; (« programme d'amélioration de l'efficacité énergétique »)

"**personal care home**" means a personal care home designated under the regulations made under *The Health Services Insurance Act*; (« foyer de soins personnels »)

« **ensemble résidentiel** » Tout ou partie d'un bâtiment, groupe de bâtiments apparentés ou parc de maisons mobiles, dans lequel une ou plusieurs unités locatives sont situées. Sont visés par la présente définition les parties communes ainsi que les services et les installations à la disposition des résidents du ou des bâtiments ou du parc. ("residential complex")

« **établissement de soins en résidence** » Établissement de soins en résidence à l'égard duquel un permis ou une lettre d'agrément a été délivré en conformité avec les règlements d'application de la *Loi sur les services sociaux*. ("residential care facility")

« **Fonds** » Le Fonds de remboursement des dépôts de garantie constitué en application du paragraphe 36(1). ("security deposit compensation fund")

« **foyer de soins personnels** » Foyer de soins personnels désigné dans les règlements pris en application de la *Loi sur l'assurance-maladie*. ("personal care home")

« **frais d'entrée** » Frais d'entrée au sens de la *Loi sur les baux viagers*. ("entrance fee")

« **frais de services aux locataires** » Somme totale versée ou autre contrepartie remise par un locataire à un locateur à l'égard de la fourniture d'un ou plusieurs services aux locataires. ("tenant services charge")

« **frais mensuels** » S'entend au sens du paragraphe 1(1) de la *Loi sur les économies d'énergie* ou du paragraphe 14(1) de la *Loi sur la Société pour l'efficacité énergétique au Manitoba*. ("monthly charge")

« **garant** » Personne qui conclut un accord de garantie avec un locateur. ("guarantor")

**"pet damage deposit"** means the amount of money paid by a tenant to a landlord to be held as security for the performance of an obligation or liability of the tenant relating to a pet; (« dépôt pour les dommages attribuables à un animal de compagnie »)

**"prescribed"** means prescribed by the regulations; (« version anglaise seulement »)

**"public utility"** means a public utility as defined in *The Public Utilities Act*; (« service public »)

**"regulations"** means the regulations made under this Act; (« règlement »)

**"rent"** means the amount of money paid or other value given by a tenant to a landlord for

(a) the right to occupy a rental unit, and

(b) the use of common areas, services and facilities, privileges, accommodations or other things relating to the use, occupation or enjoyment of the rental unit, whether or not a separate charge is made for them,

and includes the value of any rent discount given by the landlord as determined in accordance with the regulations, but does not include a tenant services charge; (« loyer »)

**"rent discount"** means the dollar value by which rent is reduced to the amount actually paid by, or on behalf of, the tenant; (« remise de loyer »)

**"rental payment period"** means the interval at which rent is payable under a tenancy agreement; (« terme »)

**"rental unit"** means any living accommodation, mobile home or a site for a mobile home used or intended for use as rented residential premises, and includes a room in a boarding house where 5 or more rooms are provided as living accommodation in the boarding house; (« unité locative »)

**« habitation subventionnée »** Unité locative louée à des personnes ou à des familles à faible ou modeste revenu, à un loyer réduit en raison de fonds publics versés par le gouvernement du Canada, le gouvernement du Manitoba, une municipalité ou un district d'administration locale, ou par un de leurs organismes. ("subsidized housing")

**« locataire »** Personne, y compris ses héritiers, ayants droit et représentants personnels, qui occupe ou a le droit d'occuper une unité locative aux termes d'une convention de location. Sont exclus les organismes gouvernementaux qui versent un loyer ou des frais de services aux locataires au nom d'une personne relativement au droit d'occupation de l'unité locative par cette dernière. ("tenant")

**« locateur »** Sont assimilés au locateur :

a) le propriétaire d'une unité locative ou toute autre personne autorisant l'occupation de l'unité locative ou donnant le droit de l'occuper, y compris ses héritiers, ayants droit, représentants personnels et ayants cause;

b) la personne, à l'exclusion du locataire occupant l'unité locative, qui a un droit de possession sur l'ensemble résidentiel dans lequel est située l'unité locative et qui tente d'exercer l'un des droits conférés au locateur en vertu d'une convention de location ou de la présente loi, y compris le droit de percevoir le loyer ou les frais de services aux locataires;

c) la personne qui, dans le cadre de l'exercice des droits que lui confère une hypothèque ou un autre grève à l'égard de biens réels, introduit une instance aux fins de l'éviction du locataire d'une unité locative. ("landlord")

**« loyer »** Somme que le locataire verse au locateur ou autre contrepartie qu'il remet à ce dernier, pour que le locataire obtienne le droit d'occuper une unité locative et d'utiliser les parties communes, ainsi que pour les services, les installations, les priviléges ou les autres choses se rapportant à l'usage, à l'occupation ou à la jouissance de l'unité locative, qu'un prix distinct soit ou non fixé pour ces services, ces installations, ces priviléges ou ces choses. La présente définition vise également la remise

**"residential care facility"** means a residential care facility that has been licensed or issued a letter of approval under the regulations made under *The Social Services Administration Act*; (« établissement de soins en résidence »)

**"residential complex"** means a building or part of a building, a related group of buildings or a mobile home park in which 1 or more rental units are located, and includes all common areas, and services and facilities available for the use of residents of the building or buildings or park; (« ensemble résidentiel »)

**"residential tenancies repair program"** means the program established under clause 44(k) of *The Housing and Renewal Corporation Act*; (« programme de réparation des unités locatives »)

**"security deposit"** means the amount of money paid by a tenant to a landlord to be held as security for the performance of an obligation or a liability of the tenant, but does not include

- (a) a pet damage deposit, or
- (b) a tenant services security deposit; (« dépôt de garantie »)

**"security deposit compensation fund"** means the fund established under subsection 36(1); (« Fonds »)

**"service and facility"** includes

- (a) appliances provided by the landlord,
- (b) parking and related facilities,
- (c) laundry facilities,
- (d) elevator facilities,
- (e) common recreational facilities,
- (f) garbage facilities and related services,
- (g) cleaning or maintenance services,
- (h) storage facilities,

déterminée conformément aux règlements et faite par le locateur au locataire, mais exclut les frais de services aux locataires. ("rent")

**« maison mobile »** Habitation conçue pour être mobile et construite ou fabriquée dans le but de servir de résidence permanente à une ou plusieurs personnes. Sont exclues les caravanes, les tentes-roulottes et toute autre caravane semblable. ("mobile home")

**« meubles »** Dans le cas d'une unité locative meublée, exclut les appareils ménagers tels que la cuisinière, le réfrigérateur, la laveuse ou la sécheuse qui sont fournis avec l'unité locative. ("furniture")

**« ministère »** Ministère du gouvernement dont le ministre est responsable. ("department")

**« ministre »** Le membre du Conseil exécutif chargé par le lieutenant-gouverneur en conseil de l'application de la présente loi. ("minister")

**« parc de maisons mobiles »** Ensemble résidentiel où au moins deux maisons mobiles sont louées pour une période de 60 jours ou plus. La présente définition vise notamment les biens-fonds, les constructions ainsi que les services et les installations dont le locateur conserve la possession et qui sont destinés à la jouissance et à l'usage communs des locataires. ("mobile home park")

**« programme d'amélioration de l'efficacité énergétique »** S'entend au sens du paragraphe 1(1) de la *Loi sur les économies d'énergie*. La présente définition vise notamment un programme d'aide à l'efficacité énergétique établi par la Société pour l'efficacité énergétique au Manitoba au titre de la *Loi sur la Société pour l'efficacité énergétique au Manitoba*. ("on-meter efficiency improvements program")

**« programme de réparation des unités locatives »** Le programme mis sur pied en vertu de l'alinéa 44k) de la *Loi sur la Société d'habitation et de rénovation*. ("residential tenancies repair program")

**« règlement »** Règlement pris en application de la présente loi. ("regulations")

- (i) intercom systems,
- (j) cable and satellite television facilities,
- (k) heating facilities or services,
- (l) air-conditioning facilities,
- (m) utilities and related services,
- (n) security services or facilities,
- (o) maintenance of sidewalks, roads, parking areas and related services,
- (p) maintenance of lawns and grounds and related services, and
- (q) clearing of snow from roads and sidewalks and related services; (« services et installations »)

**"subsidized housing"** means a rental unit rented to persons or families of low or modest income at reduced rents by reason of funding provided by the Government of Canada, the Government of Manitoba, a municipality or a local government district, or by any of their agencies; (« habitation subventionnée »)

**"tenancy agreement"** means a written, oral or implied agreement between a landlord and a tenant for occupancy of a rental unit and, where applicable, provision of tenant services, and includes a life lease; (« convention de location »)

**"tenant"** means a person who occupies or is entitled to occupy a rental unit under a tenancy agreement and includes his or her heirs, assigns and personal representatives, but does not include a government agency that pays rent or a tenant services charge on behalf of a person in connection with that person's right to occupy the rental unit; (« locataire »)

**« remise de loyer »** Valeur monétaire de laquelle le loyer est réduit pour qu'il égale le montant réellement payé par le locataire ou en son nom. ("rent discount")

**« service public »** Service public au sens de la *Loi sur la Régie des services publics*. ("public utility")

**« services aux locataires »** Le ou les services indiqués ci-après qui sont fournis au locataire par le locateur ou au nom de celui-ci en vertu d'une convention de location :

- a) services de repas;
  - b) services de buanderie;
  - c) services de lingerie;
  - d) services d'entretien ménager de l'unité locative;
  - e) services d'intervention en cas d'urgence;
  - f) services de transport;
  - g) services récréatifs et de mieux-être;
  - h) services de gestion des ressources financières;
- i) biens ou services promis ou fournis à un locataire à titre de condition d'une convention de location, à l'exception des services visés par la définition de « services et installations ».

La présente définition exclut les services fournis au locataire en vertu d'un accord conclu entre le locateur ou une autre personne et un office régional de la santé constitué sous le régime de la *Loi sur les offices régionaux de la santé*. ("tenant services")

**« services et installations »** S'entend notamment :

- a) des appareils ménagers fournis par le locateur;
- b) du stationnement et des installations connexes;
- c) de la buanderie;

**"tenant services"** means one or more of the following provided under a tenancy agreement to a tenant by, or on behalf of, the landlord:

- (a) meal service,
- (b) personal laundry service,
- (c) linen service,
- (d) housekeeping service in the rental unit,
- (e) personal emergency response service,
- (f) transportation service,
- (g) recreation and wellness services,
- (h) cash management service,
- (i) a good or service promised or provided to a tenant as a term of a tenancy agreement, other than a service that falls within the definition of "service and facility",

but does not include a service provided to the tenant under an agreement between the landlord or another person and a regional health authority established under *The Regional Health Authorities Act*; (« services aux locataires »)

**"tenant services charge"** means the total amount of money paid or other value given by a tenant to a landlord for providing one or more tenant services; (« frais de services aux locataires »)

**"tenant services security deposit"** means the amount of money paid by a tenant to a landlord to be held as security for the performance of an obligation or liability of the tenant relating to tenant services; (« dépôt de garantie pour les services aux locataires »)

- d) des ascenseurs;
- e) des installations récréatives communes;
- f) des installations pour ordures ménagères et des services connexes;
- g) des services de nettoyage ou d'entretien;
- h) des installations de rangement;
- i) des systèmes d'interphone;
- j) des installations de câblodistribution et de télévision par satellite;
- k) des services ou des installations de chauffage;
- l) des installations de climatisation;
- m) des commodités et des services connexes;
- n) des services ou des installations de sécurité;
- o) de l'entretien des trottoirs, chemins, lieux de stationnement et des services connexes;
- p) de l'entretien des pelouses et terrains et des services connexes;
- q) du débâle et de la neige se trouvant sur les chemins et les trottoirs et des services connexes. ("service and facility")

**« terme »** Intervalle entre les paiements du loyer aux termes d'une convention de location. ("rental payment period")

**« tribunal »** La Cour du Banc de la Reine. ("court")

**« unité locative »** Habitation, maison mobile ou emplacement pour une maison mobile, loué ou destiné à être loué comme local d'habitation. Sont visées par la présente définition les chambres qui se trouvent dans une pension où au moins cinq chambres servent d'habitation. ("rental unit")

(b) the tenant does not ordinarily live in the rental unit, and the rent, and, if applicable, the tenant services charge, that the tenant has paid is no longer sufficient to meet the tenant's obligation to pay.

b) le locataire ne vit pas habituellement dans l'unité locative et le loyer et, le cas échéant, les frais de services aux locataires qu'il a payés ne sont plus suffisamment élevés pour que soit respectée l'obligation du locataire relative à leur paiement.

### Abandoning premises

**1(3)** For the purpose of this Act, a tenant has abandoned the rental unit and the residential complex when the tenancy agreement is not properly terminated in accordance with this Act and

(a) the tenant has left the rental unit and informed the landlord that he or she does not intend to return; or

(b) the tenant does not ordinarily live in the rental unit, has not expressed an intention to resume living in the rental unit, and the rent, and, if applicable, the tenant services charge, that the tenant has paid is no longer sufficient to meet the tenant's obligation to pay.

### Abandon des locaux

**1(3)** Pour l'application de la présente loi, le locataire a abandonné l'unité locative et l'ensemble résidentiel lorsque la convention de location n'est pas résiliée de façon régulière, conformément à la présente loi, et que, selon le cas :

a) le locataire a quitté l'unité locative et a avisé le locateur qu'il n'avait pas l'intention d'y revenir;

b) le locataire ne vit pas habituellement dans l'unité locative, n'a pas indiqué son intention de recommencer à y vivre et le loyer et, le cas échéant, les frais de services aux locataires qu'il a payés ne sont plus suffisamment élevés pour que soit respectée l'obligation du locataire relative à leur paiement.

### Reference to "Act" includes regulations

**1(4)** A reference to "this Act" includes the regulations made under this Act.

### Mention de la présente loi

**1(4)** Toute mention de la présente loi s'entend également d'une mention de ses règlements d'application.

### Reference to Life Leases Act includes regulations

**1(5)** In this Act, a reference to *The Life Leases Act* includes the regulations made under that Act.

S.M. 1993, c. 45, s. 2; S.M. 1998, c. 42, s. 56; S.M. 2004, c. 33, s. 2; S.M. 2009, c. 10, s. 2; S.M. 2011, c. 35, s. 44; S.M. 2012, c. 26, s. 17; S.M. 2017, c. 18, s. 48.

L.M. 1993, c. 45, art. 2; L.M. 1998, c. 42, art. 56; L.M. 2004, c. 33, art. 2; L.M. 2009, c. 10, art. 2; L.M. 2011, c. 35, art. 44; L.M. 2012, c. 26, art. 17; L.M. 2017, c. 18, art. 48.

### Application

**2** This Act applies to rental units and residential complexes and to tenancy agreements, whether made before or after this Act comes into force, despite any other Act and despite any agreement or waiver to the contrary.

### Application de la Loi

**2** Par dérogation à toute autre loi et malgré toute convention ou renonciation contraire, la présente loi s'applique aux unités locatives et aux ensembles résidentiels ainsi qu'aux conventions de location conclues avant ou après l'entrée en vigueur de la présente loi.

## Non-application

**3(1)** This Act does not apply to

- (a) living accommodation occupied on a transient basis provided in a hotel, motel, inn, tourist home or hostel, or other similar accommodation;
- (b) living accommodation occupied as a vacation home for a seasonal or temporary period;
- (c) except as provided in Part 12 of *The Cooperatives Act*, living accommodation provided by a housing cooperative, as defined in section 1 of that Act, to its members who occupy the living accommodation;
- (d) living accommodation occupied by a person for penal or correctional purposes or for the purpose of receiving in-patient or resident-based therapeutic or rehabilitative care;
- (e) living accommodation provided to temporarily shelter persons in need;
- (f) living accommodation provided in a hospital, a hospice for persons in the late stages of a life-threatening illness, a personal care home or a residential care facility;
- (g) living accommodation provided by an educational institution to its students;
- (h) living accommodation provided by or in association with a religious denomination on premises occupied solely
  - (i) by the denomination's clergy or employees,
  - (ii) by a religious order, or
  - (iii) for religious instructional purposes; or
- (i) premises occupied for business or agricultural purposes with living accommodation attached under a single lease, unless the person occupying the living accommodation is someone other than the person occupying the premises for those purposes.

## Exemptions

**3(1)** La présente loi ne s'applique pas :

- a) aux habitations occupées de façon provisoire et fournies dans des hôtels, des motels, des auberges, des maisons de chambres pour touristes ou des centres d'accueil ou encore dans d'autres habitations similaires;
- b) aux habitations occupées comme logements de vacances pendant une période saisonnière ou temporaire;
- c) sauf dans la mesure prévue à la partie 12 de la *Loi sur les coopératives*, aux habitations que des coopératives d'habitation, au sens de l'article 1 de cette loi, fournissent à leurs membres ou détenteurs de parts de placement et que ces membres ou détenteurs occupent;
- d) aux habitations que des personnes occupent à des fins pénales ou correctionnelles ou afin de recevoir, à titre de patient hospitalisé ou de résident, des soins de réadaptation ou des soins thérapeutiques;
- e) aux habitations fournies afin de permettre aux personnes qui sont dans le besoin d'avoir un abri temporaire;
- f) aux habitations fournies dans des hôpitaux, des établissements de soins palliatifs, des foyers de soins personnels ou des établissements de soins en résidence;
- g) aux habitations fournies par des établissements d'enseignement à leurs étudiants;
- h) aux habitations fournies par une congrégation religieuse, ou en association avec elle, dans des locaux qui sont occupés exclusivement par son clergé ou ses employés ou par un ordre religieux ou qui sont utilisés uniquement à des fins d'enseignement religieux;
- i) aux locaux occupés à des fins commerciales ou agricoles, auxquels sont jointes des habitations et qui sont loués aux termes d'un bail unique, sauf si les occupants des habitations ne sont pas les occupants des locaux.

### **Exemptions from Act by regulation**

**3(2)** This Act does not apply to residential complexes or to classes of residential complexes that are exempted from this Act by the regulations.

S.M. 1998, c. 52, s. 400; S.M. 2004, c. 33, s. 3; S.M. 2017, c. 34, s. 15.

### **Exemption prévue par règlement**

**3(2)** La présente loi ne s'applique pas aux ensembles résidentiels ni aux catégories d'ensembles résidentiels qui sont soustraits à l'application de la présente loi par règlement.

L.M. 1998, c. 52, art. 400; L.M. 2004, c. 33, art. 3; L.M. 2017, c. 34, art. 15.

### **Conflict with other Acts**

**4** If this Act conflicts with the provisions of another Act, other than sections 26 to 31 of *The Condominium Act*, this Act prevails.

S.M. 2011, c. 30, Sch. A, s. 307; S.M. 2011, c. 30, Sch. B, s. 2.

### **Incompatibilité**

**4** Les dispositions de la présente loi l'emportent sur les dispositions incompatibles de toute autre loi, à l'exclusion des articles 26 à 31 de la *Loi sur les condominiums*.

L.M. 2011, c. 30, ann. A, art. 307; L.M. 2011, c. 30, ann. B, art. 2.

### **Act binds the Crown**

**5** This Act binds the Crown.

### **Couronne liée**

**5** La présente loi lie la Couronne.

### **Waiver of Act void**

**6(1)** Every agreement, oral or written, express or implied, whether entered into before or after the coming into force of this Act, is against public policy and void to the extent that it restricts or waives or purports to restrict or waive the application of this Act or rights and obligations under this Act.

### **Renonciation nulle**

**6(1)** Toute convention verbale ou écrite, expresse ou implicite, qui a été conclue avant ou après l'entrée en vigueur de la présente loi est contraire à l'ordre public et nulle si l'application de la présente loi ou les droits ou les obligations qui y sont prévus font l'objet, dans la convention, d'une restriction ou d'une renonciation réelle ou présumée.

### **Arrangement or payment to defeat Act void**

**6(2)** An arrangement, payment or other device the purpose of which is to defeat this Act is against public policy and void.

### **Non-respect de la Loi**

**6(2)** Sont contraires à l'ordre public et nuls les arrangements conclus, les paiements faits ou les autres moyens employés dans le but de contourner la présente loi.