

# *The Landlord and Tenant Act*

*being*

Chapter L-6 of *The Revised Statutes of Saskatchewan, 1978* (effective February 26, 1979) as amended by the *Statutes of Saskatchewan, 1979-80, c.28 and 92; 1982-83, c.16; 2001, c.50; 2002, c.C-11.1; 2005, c.M-36.1; 2010, c.E-9.22; and 2015, c.21.*

**NOTE:**

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

# Table of Contents

	SHORT TITLE		LENGTH OF NOTICES TO QUIT
1	Short title	18	Notice to quit in case of weekly or monthly tenancies
2	INTERPRETATION Interpretation		
	<b>PART I</b> <b>Convenants and Conditions</b>		<b>PART III</b> <b>Distress</b>
	<b>COVENANTS RUNNING WITH REVERSION, ETC.</b>		<b>EXTENSION OF THE REMEDY</b>
3	Remedies available to assignees of reversion	19	Distress for rents seek
4	Lessee's covenant to run with reversion notwithstanding severance	20	Distress for arrears on leases determined
5	Action against assigns of grantors and lessors	21	Right of persons entitled to rent during life of another to recover same after death
6	Lessor's covenants to run with reversion notwithstanding severance	22	Distress to be reasonable
	<b>APPORTIONMENT OF CONDITION OF RE-ENTRY</b>		<b>PROPERTY LIABLE TO DISTRESS</b>
7	Apportionment of conditions on severance	23	Right to distrain grain, etc.
	<b>MERGER, ETC., OF REVERSIONS</b>	24(1)	Right to distrain cattle or live stock
8	Effect of surrender or merger of reversion expectant on a lease	24(2)	Right to distrain standing crops; disposal thereof
	<b>PART II</b> <b>Leases</b>	24(3)	Tenant's right to notice of place of keeping
	<b>RIGHT OF RE-ENTRY</b>	24(4)	Satisfying distress of standing crops
9(1)	Right of re-entry on non-payment of rent	24(5)	Sale of standing crops
9(2)	Implied agreement for re-entry on conviction of tenant for keeping disorderly house	24(6)	Liability of purchaser of standing crops
10(1)	Interpretation	25(1)	Interpretation
10(2)	Restrictions on and relief against forfeitures of leases	25(1.1)	Distrain
10(3)	Relief against forfeiture	25(2)	Exceptions
10(5)	Lease until breach	26	Exemptions from seizure
10(6)	When proceedings may be stayed	27(1)	Right of set-off
10(7)	Position of lessee	27(2)	Notice
10(8)	Application of section	27(3)	Effect of notice
10(9)	Exceptions	28(1)	Service of notice
	<b>LEASES, UNDER LEASES, FORFEITURE</b>	28(2)	Posting notice in lieu of service
11	Protection of under lessees on forfeiture of superior lease		<b>WHERE DISTRESS MAY BE TAKEN</b>
12	Parties to an action to enforce right of re-entry or forfeiture	29	Limitation on distraint
13	Licence to assign not to be unreasonably withheld		<b>FRAUDULENT REMOVAL</b>
	<b>LICENCES</b>	30(1)	Power to distrain certain goods
14	Restriction of effect of licence under power contained in lease	30(2)	Exception
15	Restricted operation of partial licences	31	Right of landlord to break open houses where goods fraudulently secured
	<b>WAIVER OF COVENANT</b>	32	Penalty for fraudulently removing or assisting to remove goods
16	Restriction of effect of waiver of covenant		<b>IMPOUNDING DISTRESS</b>
	<b>COVENANT TO PAY TAXES</b>	33	Power to impound goods
17	Covenant to pay taxes not to include taxes for local improvements	34	Pound breach or rescue, damages for
		35	<b>SALE OF GOODS DISTRAINED</b>
			<b>CLAIMS FOR WAGES</b>
		36(1)	Priority of wage claims over other claims
		36(2)	Filing of wage claims with sheriff
		36(3)	Form of claim
		36(4)	Time limit for filing claim
		36(5)	Distraining landlord to pay to sheriff the amount realized from sale

- 36(6) Payment of claims
- 36(7) *Pro rata* distribution if funds insufficient
- 36(8) Procedure where claim disputed
- 36(9) Personal liability of landlord who fails to comply with subsection (5)
- 36(10) Landlord liable for claims filed after distribution in certain cases
- 36(11) Sheriff to pay surplus moneys to landlord

**WRONGFUL OR IRREGULAR DISTRESS**

- 37 Irregularities not to make distress void *ab initio*
- 38(1) Wrongful distress
- 38(2) Where no rent due
- 39 Burden of proof

**CROPS SEIZED UNDER JUDGMENT ENFORCEMENT**

- 40 Liability of growing crops seized and sold under judgment for accruing rent

**EXECUTORS OR ADMINISTRATORS**

- 41 Right of personal representatives to distrain for arrears

**BANKRUPTCY OF TENANT**

- 42 Interpretation
- 43 Priority given to landlord
- 44 Power to prove for surplus
- 45 Rent for unexpired term
- 46 Continued occupation of premises by trustee
- 47 Power to retain premises and assign lease
- 48 Power to disclaim lease
- 49 Underlease by bankrupt or assignor, if disclaimed or assigned by trustee, may be vested in underlessee of debtor

**PART IV**

**Overholding Tenants**

- 50 Application to court against overholding tenant
- 51 Proceedings, how instituted
- 52(1) Proceedings in default of appearance
- 52(2) In case of appearance
- 52(3) Orders of Provincial Mediation Board
- 52(4) Same

- 52(5) Refusal of writ
- 53 Restriction on application of certain provisions
- 54 Writ of possession continuing
- 55 Appeal
- 56 Evidence
- 57(1) Discharge of order
- 57(2) Restoration of tenant
- 58 Proceedings before provincial magistrate

**PART V**

**Miscellaneous Provisions**

**ATTORNMENT**

- 59 Nullity of attornment to stranger
- 60 Attornment of tenant, not necessary

**RENEWAL OF LEASE, WITHOUT SURRENDER OF UNDER LEASE**

- 61 Chief leases renewed without surrendering under leases

**RENEWAL OF LEASE BY ABSENTEES**

- 62(1) Renewal on behalf of persons out of province
- 62(2) Validity of new lease
- 62(3) Discretion of court to direct action to be brought
- 62(4) Conditions
- 62(5) Premiums
- 62(6) Costs
- 63 Repealed

**GENERAL**

- 64 Practice and procedure under Part IV

**SCHEDULE**

- Form A Notice to Landlord
- Form B Demand for Possession and Notice to Tenant of Intention to Apply for a Writ of Possession
- Form C Writ of Possession

## CHAPTER L-6

### An Act respecting the Law of Landlord and Tenant

#### SHORT TITLE

##### Short title

- 1 This Act may be cited as *The Landlord and Tenant Act*.

#### INTERPRETATION

##### Interpretation

- 2 In this Act:

- (a) “**crops**” includes all sorts of grain, grass, hay, hops, fruits, pulse and other products of the soil;
- (b) “**landlord**” means lessor, owner, the person giving or permitting the occupation of the premises in question, and includes his and their assigns and legal representatives, and in Part IV also includes the person entitled to the possession of the premises;
- (c) “**standing crops**” means crops standing or growing on the demised premises;
- (d) “**tenant**” includes lessee, occupant, subtenant, under tenant, and his or their assigns and legal representatives.

R.S.S. 1978, c.L-6, s.2.

#### PART I

##### Convenants and Conditions

##### COVENANTS RUNNING WITH REVERSION, ETC.

##### Remedies available to assignees of reversion

- 3 All grantees or assignees of land under lease and their executors, administrators and assigns shall have and enjoy like advantage against the lessees, their executors, administrators and assigns, by entry for non-payment of the rent or for doing of waste or other forfeiture, and also shall have and enjoy the same advantage, benefit and remedies, by action, for the non-performance of other conditions, covenants, or agreements, contained and expressed in the indentures of their leases, demises or grants against the said lessees, their executors, administrators and assigns, as the lessors or grantors themselves or their legal representatives might have had and enjoyed at any time.

R.S.S. 1978, c.L-6, s.3.

**Lessee's covenant to run with reversion notwithstanding severance**

4(1) Rent reserved by a lease and the benefit of every covenant or provision contained therein, having reference to the subject-matter thereof, and on the lessee's part to be observed or performed, and every condition of re-entry and other condition contained therein shall be annexed and incident to and shall go with the reversionary estate in the land or in any part thereof, immediately expectant on the term granted by the lease, notwithstanding severance of that reversionary estate, and shall be capable of being recovered, received, enforced and taken advantage of by any person from time to time entitled, subject to the term, to the income of the whole or any part, as the case may require, of the land leased.

(2) In the case of rent reserved and the reversion having been severed, subsection (1) applies only where the rent has been legally apportioned.

R.S.S. 1978, c.L-6, s.4; 2015, c.21, s.64.

**Action against assigns of grantors and lessors**

5 All lessees and grantees of lands, tenements, rents or any other hereditaments for term of years, life or lives, their executors, administrators and assigns, shall and may have like action, advantage and remedy against every grantee or assignee of the reversion of the same lands, tenements and other hereditaments so let, or any parcel thereof, for any condition, covenant or agreement contained or expressed in the indentures of their leases, as the same lessees or any of them might and should have had against their said lessors and grantors or their legal representatives.

R.S.S. 1978, c.L-6, s.5.

**Lessor's covenants to run with reversion notwithstanding severance**

6 The obligation of a covenant entered into by a lessor with reference to the subject-matter of the lease shall, if and as far as the lessor has power to bind the reversionary estate immediately expectant on the term granted by the lease, be annexed and incident to and shall go with that reversionary estate, or the several parts thereof, notwithstanding severance of that reversionary estate, and may be taken advantage of and enforced by the person in whom the term is from time to time vested by conveyance, devolution in law, or otherwise; and, if and as far as the lessor has power to bind the person from time to time entitled to that reversionary estate, the obligation may be taken advantage of and enforced against any person so entitled.

R.S.S. 1978, c.L-6, s.6; 2015, c.21, s.64.

### APPORTIONMENT OF CONDITION OF RE-ENTRY

#### **Apportionment of conditions on severance**

7(1) Notwithstanding the severance by conveyance, surrender or otherwise, of the reversionary estate in land comprised in a lease, and notwithstanding the avoidance or cesser in any other manner of the term granted by a lease as to part only of the land comprised therein, every condition or right of re-entry, and every other condition contained in the lease, shall be apportioned, and shall remain annexed to the severed parts of the reversionary estate as severed, and shall be in force with respect to the term whereon each severed part is reversionary, or the term in land which has not been surrendered, or as to which the term has not been avoided or has not otherwise ceased, in like manner as if the land comprised in each severed part, or the land as to which the term remains subsisting, as the case may be, had alone originally been comprised in the lease.

(2) In the case of rent reserved and the reversion having been severed, subsection (1) applies only where the rent has been legally apportioned.

R.S.S. 1978, c.L-6, s.7.

### MERGER, ETC., OF REVERSIONS

#### **Effect of surrender or merger of reversion expectant on a lease**

8 Where the reversion expectant on a lease of land merges or is surrendered, the estate which for the time being confers as against the tenant under the lease the next vested right to the land shall, to the extent of and for preserving such incidents to and obligations on the reversion as but for the surrender or merger thereof would have subsisted, be deemed the reversion expectant on the lease.

R.S.S. 1978, c.L-6, s.8.

## PART II

### **Leases**

#### RIGHT OF RE-ENTRY

#### **Right of re-entry on non-payment of rent**

9(1) In every lease, whether verbal or in writing and whenever made, unless it is otherwise agreed, there shall be deemed to be included an agreement that if the rent reserved, or any part thereof, remains unpaid for two calendar months after any of the days on which the same ought to have been paid, although no formal demand thereof has been made, or if default is made in the performance of any covenant or agreement on the part of the lessee, whether express or implied, and the default is continued for two calendar months, the landlord may at any time thereafter reenter into and upon the demised premises, or any part thereof in the name of the whole, and again have, repossess and enjoy the premises as of his former estate.

**Implied agreement for re-entry on conviction of tenant for keeping disorderly house**

(2) In every lease there shall be deemed to be included an agreement that, if the tenant or any other person is convicted of keeping a disorderly house, within the meaning of the *Criminal Code*, on the demised premises, or any part thereof, the landlord may at any time thereafter re-enter into and upon the demised premises and again have, repossess and enjoy the premises as of his former estate.

R.S.S. 1978, c.L-6, s.9.

**Interpretation**

**10(1)** In this section, and sections 11, 12 and 13:

- (a) **“action”** includes any proceedings under Part IV;
- (b) **“lease”** includes an original or derivative under lease, and an agreement for a lease where the lessee has become entitled to have his lease granted;
- (c) **“lessee”** includes an original or derivative under lessee and the executors, administrators and assigns of a lessee;
- (d) **“lessor”** includes an original or derivative under lessor and the executors, administrators and assigns of a lessor;
- (e) **“under lease”** includes an agreement for an under lease where the under lessee has become entitled to have his under lease granted;
- (f) **“under lessee”** includes any person deriving title under or from a lessee or an under lessee.

**Restrictions on and relief against forfeitures of leases**

(2) A right of re-entry or forfeiture under a proviso or stipulation in a lease, for a breach of any covenant or condition in the lease other than a proviso in respect of the payment of rent, shall not be enforceable by action or otherwise, unless and until:

- (a) the lessor serves on the lessee a notice specifying the particular breach complained of and if the breach is capable of remedy requiring the lessee to remedy the breach, and, in any case, requiring the lessee to make compensation in money for the breach; and
- (b) the lessee fails, within a reasonable time thereafter, to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money to the satisfaction of the lessor for the breach.

**Relief against forfeiture**

(3) Where a lessor is proceeding by action or otherwise to enforce a right of re-entry or forfeiture, whether for non-payment of rent or for other cause, the lessee may in the lessor's action, if any, or if there is no such action pending, then in an action brought by himself, or upon summary application to a judge of the Court of Queen's Bench, apply to the court or judge for relief.

**c. L-6**

## LANDLORD AND TENANT

(4) The court or judge may grant relief to the lessee who applies under subsection (3) and on such terms as to payment of rent, costs, expenses, damages, compensation, penalty or otherwise, including the granting of an injunction to restrain any like breach in the future, as it or he deems just having regard to the proceedings and conduct of the parties under the foregoing provisions of this section and to all the other circumstances.

**Lease until breach**

(5) For the purpose of this section a lease limited to continue so long only as the lessee abstains from committing a breach of covenant shall be and take effect as a lease to continue for any longer term for which it could subsist, but determinable by a proviso for re-entry on such breach.

**When proceedings may be stayed**

(6) Where action is brought to enforce a right of re-entry or forfeiture for non-payment of rent and the lessee, at any time before judgment, pays into court all the rent in arrear and the costs of the action, the proceedings in the action shall be forever stayed.

**Position of lessee**

(7) Where relief is granted under this section the lessee shall hold and enjoy the demised premises according to the lease thereof made without any new lease.

**Application of section**

(8) This section applies to all leases, notwithstanding any stipulation in the lease to the contrary.

**Exceptions**

(9) This section does not extend:

- (a) to a covenant or condition against the assigning, under letting, parting with the possession, or disposing of the land leased; or
- (b) to a condition for forfeiture on the bankruptcy of the lessee, or on the taking in execution of the lessee's goods or interest in the term.

R.S.S. 1978, c.L-6, s.10.

## LEASES, UNDER LEASES, FORFEITURE

**Protection of under lessees on forfeiture of superior lease**

11(1) Where a lessor is proceeding by action or otherwise to enforce a right of re-entry or forfeiture under a covenant, proviso or stipulation in a lease, the court, on application by a person claiming as under lessee an estate or interest in the property comprised in the lease or any part thereof, either in the lessor's action, if any, or in an action brought by that person for that purpose, may make an order vesting for the whole term of the lease or any less term the property comprised in the lease, or any part thereof, in any person entitled as under lessee to an estate or interest in the property, upon such conditions, as to execution of any deed or other document, payment of rent, costs, expenses, damages, compensation, giving security or otherwise, as the court in the circumstances of each case thinks fit.

(2) No under lessee shall be entitled, under subsection (1) to require a lease to be granted to him for a longer term than he had under his original sublease.

R.S.S. 1978, c.L-6, s.11.



**Parties to an action to enforce right of re-entry or forfeiture**

**12** Where a lessor is proceeding by action to enforce a right of re-entry or forfeiture under a covenant, proviso or stipulation in a lease, every person claiming any right, title or interest in the demised premises under the lessee, if it is known to the lessor that he claims such right or interest or if the instrument under which he claims is registered in the proper land titles office, shall be made a party to the action.

R.S.S. 1978, c.L-6, s.12.

**Licence to assign not to be unreasonably withheld**

**13** In every lease containing a covenant, condition or agreement against assigning, underletting, or parting with the possession, or disposing of the land or property leased without licence or consent, the covenant, condition or agreement shall, unless the lease contains an express provision to the contrary, be deemed to be subject to a proviso to the effect that such licence or consent shall not be unreasonably withheld.

R.S.S. 1978, c.L-6, s.13.

**LICENCES****Restriction of effect of licence under power contained in lease**

**14** Where a licence to do any act that without such licence, would create a forfeiture, or give a right to re-enter under a condition or power reserved in a lease, is given to a lessee or his assigns, every such licence shall, unless otherwise expressed, extend only to the permission actually given, or to any specific breach of a proviso or covenant, or to the actual assignment, under lease or other matter thereby specifically authorized to be done, but shall not prevent a proceeding for a subsequent breach unless otherwise specified in the licence; and all rights under covenants and powers of forfeiture and re-entry contained in the lease shall remain in full force, and shall be available as against any subsequent breach of covenant or condition, assignment, under lease, or other matter not specifically authorized or made dispunishable by such licence, in the same manner as if no licence had been given; and the condition or right of re-entry shall be and remain in all respects as if such licence had not been given, except in respect of the particular matter authorized to be done.

R.S.S. 1978, c.L-6, s.14.

**c. L-6**

## LANDLORD AND TENANT

**Restricted operation of partial licences**

**15** Where in the lease there is a power or condition of re-entry on assigning or underletting or doing any other specified act without licence, and a licence has been or is given to one of several lessees or co-owners to assign or underlet his share or interest, or to do any other act prohibited to be done without licence, or has been or is given to a lessee or owner, or any one of several lessees or owners, to assign or underlet part only of the property, or to do any other such act in respect of part only of the property, the licence shall not operate to destroy or extinguish the right of re-entry in case of a breach of the covenant or condition by the co-lessee or co-lessees or owner or owners of the other shares or interest in the property, or by the lessee or owner of the rest of the property, over or in respect of such shares or interest or remaining property, but such right of re-entry shall remain in full force over or in respect of the shares or interests or property not the subject of the licence.

R.S.S. 1978, c.L-6, s.15.

## WAIVER OF COVENANT

**Restriction of effect of waiver of covenant**

**16** Where an actual waiver of the benefit of a covenant or condition in a lease, on the part of a lessor or his executors, administrators or assigns, is proved to have taken place in any one instance the actual waiver shall not be assumed or deemed to extend to any instance or any breach of covenant or condition other than that to which the waiver specially relates, nor to be a general waiver of the benefit of any such covenant or condition unless an intention to that effect appears.

R.S.S. 1978, c.L-6, s.16.

## COVENANT TO PAY TAXES

**Covenant to pay taxes not to include taxes for local improvements**

**17** Unless it is otherwise specifically provided in a lease made on or after the first day of May, 1919, a covenant by a lessee for payment of taxes shall not be deemed to include an obligation to pay taxes assessed for local improvements.

R.S.S. 1978, c.L-6, s.17.

## LENGTH OF NOTICES TO QUIT

**Notice to quit in case of weekly or monthly tenancies**

**18** A week's notice and a month's notice to quit, respectively, ending with the week or the month, is sufficient notice to determine, respectively, a weekly or monthly tenancy.

R.S.S. 1978, c.L-6, s.18.

PART III  
**Distress**  
EXTENSION OF THE REMEDY

**Distress for rents seck**

**19** Every person may have the like remedy by distress, and by impounding and selling the property distrained, in cases of rent seck, as in case of rent reserved upon lease.

R.S.S. 1978, c.L-6, s.19.

**Distress for arrears on leases determined**

**20** A person having rent due and in arrear, upon a lease for life or lives or for years or at will, ended or determined, may distrain for the arrears, after the determination of the lease, in the same manner as he might have done if the lease had not been ended or determined, if the distress is made within six months after the determination of the lease, and during the continuance of the landlord's title or interest, and during the possession of the tenant from whom the arrears become due.

R.S.S. 1978, c.L-6, s.20.

**Right of persons entitled to rent during life of another to recover same after death**

**21** A person entitled to any rent or land for the life of another may recover by action or distress the rent due and owing at the time of the death of the person for whose life the rent or land depended as he might have done if the person by whose death the estate in the rent or land determined had continued in life.

R.S.S. 1978, c.L-6, s.21.

**Distress to be reasonable**

**22** Distress, whether for a debt due to the Crown or to any person, shall be reasonable.

R.S.S. 1978, c.L-6, s.22.

PROPERTY LIABLE TO DISTRESS

**Right to distrain grain, etc.**

**23** A person having rent due and in arrear upon a demise, lease or contract may seize and secure sheaves or cocks of grain, or grain loose, or in the straw, or hay, lying or being in a barn or granary or otherwise upon a part of the land charged with the rent, and may lock up or detain the same, in the place where the same is found, for or in the nature of a distress until the same is replevied; and, in default of the same being replevied, may remove and sell the same.

R.S.S. 1978, c.L-6, s.23.

**Right to distrain cattle or live stock**

24(1) A landlord may take and seize, as a distress for arrears of rent, cattle or live stock of his tenant feeding or pasturing upon a highway, or upon any way belonging to the demised premises or any part thereof.

**Right to distrain standing crops; disposal thereof**

(2) Subject to subsection (4) a landlord may take and seize standing crops as a distress for arrears of rent, and may cut, gather, make, cure, thresh, carry and lay up the crops, when ripe, in the barns or another proper place on the demised premises, and if there is no barn or proper place on the demised premises, then in any other barn or proper place that the landlord hires or otherwise procures for that purpose as near as possible to the premises, and may in convenient time sell or otherwise dispose of the crops towards satisfaction for the rent for which the distress is made, and of the charge of the distress and sale in the same manner as other goods and chattels may be seized, distrained and disposed of.

**Tenant's right to notice of place of keeping**

(3) Notice of the place where the goods and chattels so distrained are lodged or deposited shall, within one week after the lodging or depositing thereof, be given to the tenant or left at his last place of abode.

**Satisfying distress of standing crops**

(4) If, after a distress of standing crops so taken for arrears of rent, and before the crops are ripe and cut, cured, threshed or gathered, the tenant pays to the landlord for whom the distress is taken the whole rent then in arrear, with the full costs and charges of making the distress and occasioned thereby, then, upon such payment or lawful tender thereof, the distress and every part thereof shall cease, and the standing crops so distrained shall be delivered up to the tenant.

**Sale of standing crops**

(5) Where standing crops are distrained for rent they may, at the option of the landlord, be advertised and sold in the same manner as other goods and it shall not be necessary for the landlord to reap, thresh, gather or market the crops.

**Liability of purchaser of standing crops**

(6) A person purchasing standing crops at such sale shall be liable for the rent of the land upon which the crops are standing at the time of the sale, and until they are removed, unless the rent has been paid or has been collected by the landlord, or has been otherwise satisfied, and the rent shall, as nearly as may be, be the same as that which the tenant whose goods were sold was to pay, having regard to the quantity of land, and to the time during which the purchaser occupies it.

R.S.S. 1978, c.L-6, s.24.

**Interpretation**

25(1) In this section:

- (a) **“purchase-money security interest”** means:
- (i) a security interest that is taken or reserved by a seller, lessor or consignor of personal property to secure payment of all or part of the sale or lease price; or
  - (ii) a security interest that is taken by a person who gives value for the purpose of enabling the debtor to acquire rights in or to personal property, to the extent that the value is applied to acquire such rights;

(b) “**security agreement**” means an agreement that creates or provides for a security interest;

(c) “**security interest**” means an interest in goods that secures payment or performance of an obligation.

**Distrain**

(1.1) No landlord shall distrain for rent on the goods and chattels of any person except the tenant or person who is liable for the rent, even though the goods or chattels are found on the premises.

**Exceptions**

(2) Subsection (1.1) does not apply:

(a) in favour of a person claiming title under an execution against the tenant;

(b) in favour of a person whose title is derived by purchase, gift, transfer or assignment from the tenant, whether absolute or in trust, or by way of a security agreement, other than a security agreement creating a purchase-money security interest, or otherwise;

(c) to the interest of the tenant in any goods or chattels on the premises in the possession of the tenant under a contract for purchase, or by which he may or is to become the owner thereof upon performance of any condition;

(d) where goods or chattels have been exchanged between tenants or persons by the one borrowing or hiring from the other for the purpose of defeating the claim of or the right of distress by the landlord; or

(e) where the property is claimed by the spouse, daughter, son, daughter-in-law, son-in-law or any other member of the tenant’s family who lives on the premises as a member of the tenant’s family or by a person whose title is derived by purchase, gift, transfer or assignment from any of them.

(3) In this section “**tenant**” means a person holding directly of the landlord.

R.S.S. 1978, c.L-6, s.25; 1979-80, c.28, s.3 and 4;  
1982-83, c.16, s.31; 2001, c.50, s.9.

**Exemptions from seizure**

**26** The following goods and chattels shall not be liable to seizure by a distress by a landlord for rent, namely:

(a) the beds, bedding and bedsteads, including perambulators or cradles, in ordinary use by the debtor and his family;

(b) the necessary and ordinary wearing apparel of the debtor and his family;

(c) one cooking stove with pipes and furnishings, one other heating stove with pipes, two towels, one wash-basin, one kitchen table, one tea kettle, one teapot, one saucepan, one frying pan and for each member of the family the following, namely: one chair, one cup and saucer, one plate, one knife, one fork and one spoon;

(d) all necessary fuel, meat, fish, flour and vegetables for the ordinary consumption of the debtor and his family for thirty days;

**c. L-6**

## LANDLORD AND TENANT

(e) the tools or agricultural implements used by the debtor in the practice of his trade or occupation, to the value of \$300;

(f) one axe, one saw.

R.S.S. 1978, c.L-6, s.26.

**Right of set-off**

**27(1)** A tenant may set off against the rent due a debt due to him by the landlord.

**Notice**

(2) Notice of the claim of set-off (form A) may be given before or after the seizure.

**Effect of notice**

(3) When the notice is given the landlord shall be entitled to distrain, or to proceed with the distress, only for the balance of the rent after deducting any debt justly due by him to the tenant which is mentioned in the notice.

R.S.S. 1978, c.L-6, s.27.

**Service of notice**

**28(1)** Service of notices under subsection (2) of section 10, and under sections 18 and 27 shall be made either personally or by leaving the notices with an adult person in and apparently residing on the premises occupied by the person to be served.

**Posting notice in lieu of service**

(2) If the tenant cannot be found and his place of abode is not known, or admission thereto cannot be obtained, the posting of a notice on a conspicuous part of the premises shall be good service.

R.S.S. 1978, c.L-6, s.28.

## WHERE DISTRESS MAY BE TAKEN

**Limitation on distraint**

**29** Except as otherwise provided herein, goods or chattels that are not, at the time of the distress, upon the premises in respect of which the rent distrained for is due shall not be distrained for rent.

R.S.S. 1978, c.L-6, s.29.

## FRAUDULENT REMOVAL

**Power to distrain certain goods**

**30(1)** Where a tenant for life or lives, term of years, at will, sufferance or otherwise, of messuages, lands, tenements or hereditaments, upon the demise or holding whereof any rent is reserved, due or made payable, fraudulently or clandestinely conveys away, or carries off or from such premises his goods and chattels to prevent the landlord from distraining them for arrears of rent so reserved, due or made payable, the landlord or any person by him for that purpose lawfully empowered may, within sixty days next ensuing the conveying away or carrying off, take and seize the goods and chattels wherever they are found, as a distress for the arrears of rent, and may sell or otherwise dispose of the goods and chattels in the same manner as if they had actually been distrained by the landlord upon such premises for such arrears of rent.

**Exception**

(2) No landlord or other person entitled to arrears of rent shall take or seize, as a distress for the arrears, any goods or chattels that have been sold in good faith and for a valuable consideration, before such seizure is made, to any person not privy to the fraud.

R.S.S. 1978, c.L-6, s.30.

**Right of landlord to break open houses where goods fraudulently secured**

**31** Where goods or chattels fraudulently or clandestinely conveyed or carried away by a tenant, his servant or agent, or any other person aiding or assisting therein are or are believed to be in any house, barn, stable, outhouse, yard, close or place, locked up, fastened, or otherwise secured so as to prevent them from being taken and seized as a distress for arrears of rent, the landlord or his agent may take and seize, as a distress for rent, those goods and chattels, first calling to his assistance a constable or peace officer who is hereby required to aid and assist therein, and, in the case of a dwelling house, oath being also first made of a reasonable ground for believing that such goods or chattels are therein, and, in the daytime, break open and enter into the house, barn, stable, outhouse, yard, close or place and take and seize the goods and chattels for the arrears of rent as he might have done if they were in an open field or place upon the premises from which they were so conveyed or carried away.

R.S.S. 1978, c.L-6, s.31.

**Penalty for fraudulently removing or assisting to remove goods**

**32** If a tenant so fraudulently removes, conveys away or carries off his goods and chattels, or if a person wilfully and knowingly aids or assists him in doing so, or in concealing them, every person so offending shall forfeit and pay to the landlord double the value of the goods, to be recovered by action in any court of competent jurisdiction.

R.S.S. 1978, c.L-6, s.32.

## IMPOUNDING DISTRESS

**Power to impound goods**

**33** A person lawfully taking distress for any kind of rent may impound, or otherwise secure the distress so made in such place or on such part of the premises chargeable with the rent as is most fit and convenient for that purpose, and may sell and dispose of the same upon the premises; and any person may come and go to and from the place or part of the premises where goods or chattels distrained are so impounded and secured to view and buy, and carry off or remove the goods or chattels on account of the purchaser thereof.

R.S.S. 1978, c.L-6, s.33.

**Pound breach or rescue, damages for**

**34** Upon a pound breach or rescue of goods or chattels distrained for rent the person offending, or the owner of the goods or chattels distrained, if they are afterwards found to have come to his use or possession, shall forfeit to the person aggrieved a sum not exceeding \$20 in addition to the damages sustained by him.

R.S.S. 1978, c.L-6, s.34.

## SALE OF GOODS DISTRAINED

**Power of sale**

**35** Where goods or chattels are distrained for rent reserved and due upon any demise, lease or contract, and the tenant or owner of them does not, within five days next after the distress is taken and notice thereof, with the cause of the taking, is left at the dwelling house or other most conspicuous place on the premises charged with the rent distrained for, replevy the goods or chattels, then after such distress and notice and the expiration of such five days, the person distraining may lawfully sell the goods or chattels so distrained for the best price that can be obtained for them towards satisfaction of the rent for which they were distrained and of the charges of the distress and sale, and shall hold the surplus, if any, for the owner's use and pay the same over to him on demand.

R.S.S. 1978, c.L-6, s.35.

## CLAIMS FOR WAGES

**Priority of wage claims over other claims**

**36(1)** Where goods or chattels upon premises occupied by a tenant for business purposes are distrained for rent due in respect of the premises, any person employed by the tenant on the premises on the day of the distress or at any time during the period of three months immediately preceding that day shall, if he files a claim in accordance with this section, have a lien upon the moneys realized from the sale of the goods or chattels for unpaid wages or salary earned during the period of three months immediately preceding the day of the distress, whether payable by the hour, day, week, month, year or otherwise, and the lien shall have priority over the rights or claims of the landlord and of any other creditor of the tenant and of the tenant, but no claim for wages or salary shall be made under this section for an amount in excess of \$500.



**Filing of wage claims with sheriff**

(2) A person mentioned in subsection (1) who desires to file a claim for wages or salary shall file his claim with the sheriff at the judicial centre nearest to the place where the distress is made.

**Form of claim**

(3) The claim shall be in the form of a statutory declaration setting forth particulars of the claimant's employment by the tenant including the last date of the employment, the rate of wages or salary applicable thereto, the period of employment in respect of which the claim is made and the total amount claimed.

**Time limit for filing claim**

(4) The claim shall be filed before the sale of the goods and chattels distrained or, if one or more other claims are filed under this section before the sale, at any time prior to the expiration of sixty days after the day of the sale.

**Distraining landlord to pay to sheriff the amount realized from sale**

(5) Notwithstanding section 35, if one or more claims for wages or salary are filed with the sheriff prior to the sale of any goods or chattels distrained, the distraining landlord shall, forthwith after the sale, pay to the sheriff mentioned in subsection (2) the moneys realized from the sale and give the tenant written notice of the amount of the moneys so paid.

**Payment of claims**

(6) Upon the expiration of:

- (a) ten days after the expiration of sixty days after the day of the sale of the goods or chattels distrained; or
- (b) ten days after the day of the filing with the sheriff by the landlord of a statutory declaration of the tenant stating that all persons entitled to file claims under this section have filed their claims;

the sheriff shall, after retaining five per cent of the amount of each claim for his fee, pay the claims unless the landlord or tenant has during those ten days given the sheriff written notice that he disputes the claims or any of them in which case the sheriff shall proceed in accordance with subsection (8).

***Pro rata* distribution if funds insufficient**

(7) Where the moneys received by the sheriff from the landlord are insufficient, after retention by the sheriff of five per cent of the amount of each claim for his fee, to pay all claims in full, the sheriff shall distribute the moneys *pro rata* among the claimants who have filed claims in accordance with this section.

**Procedure where claim disputed**

(8) Where the landlord or tenant has disputed a claim for wages or salary within the time and in the manner required by subsection (6), the sheriff shall interplead with respect to the disputed claim and for that purpose he shall have the same right to interplead as he would have in case of an adverse claim to moneys levied by him under execution, but he shall distribute the remainder of the moneys received from the landlord among the claimants whose claims are not disputed, in accordance with subsections (6) and (7).

**Personal liability of landlord who fails to comply with subsection (5)**

(9) A landlord who distrains upon and sells goods and chattels for rent and fails to comply with subsection (5) shall be personally liable to the wage or salary claimants who have filed claims in accordance with this section, to the extent of their respective claims as limited by subsection (1) but he shall be entitled to dispute the validity of any of those claims.

**Landlord liable for claims filed after distribution in certain cases**

(10) Where distribution of the moneys received by the sheriff is made upon the filing by the landlord of a statutory declaration of the tenant under subsection (6), the landlord is liable to any claimant for the amount of any unpaid claim filed in accordance with this section prior to the expiration of sixty days after the day of sale to the extent of the amount that would have been paid to the claimant by the sheriff if the claim had been filed with him before distribution, and the landlord shall pay that amount to the claimant on demand.

**Sheriff to pay surplus moneys to landlord**

(11) If any moneys remain in the hands of the sheriff after he has retained five per cent of the amount of each claim for his fee and has paid all undisputed claims and all disputed claims proved to be valid, the sheriff shall pay the moneys to the landlord, who shall, if any surplus remains after his claim for rent up to the day of the distress and the charges of the distress have been satisfied, hold the surplus for the tenant's use and pay it over to him on demand.

R.S.S. 1978, c.L-6, s.36.

**WRONGFUL OR IRREGULAR DISTRESS****Irregularities not to make distress void *ab initio***

**37** Where distress is made for any kind of rent justly due and any irregularity or unlawful act is afterwards done by the person distraining, or by his agent, the distress itself shall not be therefore deemed to be unlawful, nor the person making it be deemed a trespasser *ab initio*, but the person aggrieved by the unlawful act or irregularity may recover by action full satisfaction for the special damage sustained thereby.

R.S.S. 1978, c.L-6, s.37.

**Wrongful distress**

**38(1)** A distrainor who takes an excessive distress, or takes a distress wrongfully, is liable in damages to the owner of the goods or chattels distrained, but no action for excessive distress lies against a distrainor in respect of moneys realized from a sale that are paid to wage or salary claimants pursuant to section 36.

## LANDLORD AND TENANT

c. L-6

**Where no rent due**

(2) Where a distress and sale are made for rent pretended to be in arrear and due when, in truth, no rent is in arrear or due to the person distraining, or to the person in whose name or right the distress is taken, the owner of the goods or chattels distrained and sold, his executors, or administrators shall be entitled, by action to be brought against the person so distraining, to recover full satisfaction for the damage sustained by the distress and sale.

R.S.S. 1978, c.L-6, s.38.

**Burden of proof**

**39** In any action, suit or matter in which the legality of a distress is called in question, the proceedings in connection with the distress shall be taken to have been valid and regular until the contrary is shown.

R.S.S. 1978, c.L-6, s.39.

## CROPS SEIZED UNDER JUDGMENT ENFORCEMENT

**Liability of growing crops seized and sold under judgment for accruing rent**

**40** If all or any part of the standing crops of the tenant of any land are seized and sold by a sheriff pursuant to *The Enforcement of Money Judgments Act*, those crops, so long as they remain on the land in default of sufficient distress of the goods and chattels of the tenant, are liable for the rent that may accrue and become due to the landlord after the seizure and sale, and to the remedies by distress for recovery of that rent, notwithstanding any bargain and sale or assignment of those crops that may have been made or executed by the sheriff.

2010, c.E-9.22, s.192.

## EXECUTORS OR ADMINISTRATORS

**Right of personal representatives to distrain for arrears**

**41** The executors or administrators of a landlord may distrain for the arrears of rent due to the landlord in his lifetime, and may sue for those arrears in like manner as the landlord might have done if living, and the powers and provisions contained in this Act relating to distresses for rent are applicable to distresses so made.

R.S.S. 1978, c.L-6, s.41.

## BANKRUPTCY OF TENANT

**Interpretation**

**42** In sections 43 to 49 “**court**” means the court that is invested with original jurisdiction in bankruptcy under the *Bankruptcy Act* (Canada).

R.S.S. 1978, c.L-6, s.42.

**Priority given to landlord**

43 When a receiving order or an assignment is made against or by any lessee under the *Bankruptcy Act* (Canada) and the lessee has goods or chattels on which the landlord has distrained, or would be entitled to distrain, for rent, the right of the landlord to distrain or realize his rent by distress shall cease with respect to those goods and chattels from and after the date of the receiving order or authorized assignment and the custodian or the trustee shall be entitled to immediate possession of all property of the debtor, but in the distribution of the property of the bankrupt or assignor the trustee shall pay to the landlord, in priority to all other debts, an amount not exceeding the value of the distrainable assets and not exceeding three months' rent accrued due prior to the date of the receiving order or assignment, and the costs of distress, if any.

R.S.S. 1978, c.L-6, s.43.

**Power to prove for surplus**

44 The landlord may prove as a general creditor for all surplus rent accrued due at the date of the receiving order or assignment.

R.S.S. 1978, c.L-6, s.44.

**Rent for unexpired term**

45 The landlord shall not be entitled to prove as a creditor for rent for any portion of the unexpired term of his lease, but the trustee shall pay to the landlord for the period during which he actually occupies the leased premises from and after the date of the receiving order or assignment, a rental calculated on the basis of the lease.

R.S.S. 1978, c.L-6, s.45.

**Continued occupation of premises by trustee**

46(1) The trustee shall be entitled to continue in occupation of the leased premises while he requires the premises for the purposes of the trust estate.

(2) The trustee may surrender possession at any time, but the landlord shall be entitled to receive three months' notice in writing of the trustee's intention to surrender possession or three months' rent in lieu thereof, such three months to end with the last day of the calendar month.

(3) After the trustee surrenders possession under subsection (2), such of the landlord's rights as are based upon actual occupation by the trustee shall cease.

(4) Nothing in subsection (2) renders the trustee personally liable beyond the value of the assets in his hands, and the landlord shall have a first and preferential claim upon those assets for any sum that may become payable in lieu of notice.

R.S.S. 1978, c.L-6, s.46.

**Power to retain premises and assign lease**

47(1) Notwithstanding the legal effect of any provision or stipulation in a lease, where a receiving order or authorized assignment has been made, the trustee may, while he is in occupation of leased premises for the purposes of the trust estate and before he has given notice of intention to surrender possession, or disclaimed, elect to retain the leased premises for the unexpired term, and he may, upon payment to the landlord of all overdue rent, assign the lease to any person who covenants to observe and perform its terms and agrees to conduct upon the demised premises a trade or business that is not reasonably of a more objectionable or more hazardous nature than that that was thereon conducted by the debtor, and who shall on application of the trustee be approved by the court as a fit and proper person to be put in possession of the leased premises.

(2) Before the person to whom the lease is assigned under subsection (1) shall be permitted to go into occupation he shall deposit with the landlord a sum equal to six month's rent or supply to him a guarantee bond approved by the court in a penal sum equal to six months' rent, as security to the landlord that that person will observe and perform the terms of the lease and the covenants made by him with respect to his occupation of the leased premises.

R.S.S. 1978, c.L-6, s.47.

**Power to disclaim lease**

48 The trustee has the further right, at any time before giving notice of intention to surrender possession, to disclaim the lease, and his entry into possession of the leased premises and their occupation by him while required for the purposes of the trust estate shall not be deemed to be evidence of an intention on his part to elect to retain the premises nor affect his right to disclaim or to surrender possession pursuant to this section and subsection (1) of section 47; and if, after occupation of the leased premises, he elects to retain them and thereafter assigns the lease to a person approved by the court as provided by subsection (1) of section 47, the liability of the trustee, whether personal or as trustee and whether arising out of privity of contract or of estate and all liability of the estate of the debtor shall, subject to section 43, be limited and confined to the payment of rent for the period of time during which the trustee remains in possession of the leased premises for the purposes of the trust estate.

R.S.S. 1978, c.L-6, s.48.

**Underlease by bankrupt or assignor, if disclaimed or assigned by trustee, may be vested in underlessee of debtor**

49(1) Where the bankrupt or authorized assignor being a lessee, has, before the making of the receiving order or authorized assignment, demised by way of underlease any premises and the trustee disclaims or elects to assign the lease, the court may, upon the application of the underlessee, make an order vesting in the underlessee an equivalent interest in the property, the subject of the demise to him, to that held by him as underlessee of the debtor, but subject, except as to rental payable, to the same liabilities and obligations as the bankrupt was subject to under the lease at the date of the making of the receiving order or authorized assignment, performance to be secured as provided by section 47 and pursuant to the conditions imposed by that section in case of an assignment of lease made by the trustee.

(2) The underlessee shall in that event be required to covenant to pay to the landlord a rental not less than that payable by the underlessee to the debtor, and, if the last mentioned rental was greater than that payable by the debtor to the landlord, the underlessee shall be required to covenant to pay to the landlord the like greater rental.

(3) The provisions of said section 47 shall be read subject to these provisions so that an underlessee, if he so desires, may have prior opportunity to acquire the right to the possession, for any unexpired term, of the premises occupied or held by him of the debtor, and further, if it seems to the court most desirable in the interest of the debtor's estate, and notwithstanding the foregoing provisions of this section, a prior opportunity to acquire, pursuant to section 47, an assignment of the head lease.

R.S.S. 1978, c.L-6, s.49.

#### PART IV Overholding Tenants

##### Application to court against overholding tenant

**50(1)** Where a tenant after his lease or right of occupation, however created, has expired or been determined, either by the landlord or by the tenant, by a notice to quit or notice pursuant to a proviso in any lease or agreement in that behalf, or has been determined by any other act whereby a tenancy or right of occupancy may be determined or put an end to, wrongfully refuses or neglects upon demand made in writing to go out of possession of the land demised to him or which he has been permitted to occupy, his landlord may apply by notice of motion to a judge of Her Majesty's Court of Queen's Bench for Saskatchewan sitting at the judicial centre nearest to which the land or part of the land is situated for an order for a writ of possession directed to the sheriff acting at the judicial centre nearest to which the land or part of the land is situated commanding him forthwith to place the landlord in possession of the land.

(2) A demand in writing for possession mentioned in subsection (1) shall contain a notice to the tenant of the intention of the landlord to apply for a writ of possession and shall be in form B.

(3) The notice of motion shall appoint a time and place for the return of the notice of motion, and shall state briefly the principal facts alleged by the landlord as entitling him to possession, and at such time and place, or at such later time or other place as the judge may fix upon such return, he shall inquire and determine whether the person complained of was tenant of the land for a term or period that has expired or has been determined by a notice to quit or for default in payment of rent or otherwise, and whether the tenant holds the possession against the right of the landlord, and whether the tenant, having no right to continue in possession, wrongfully refuses or neglects to go out of possession.

(4) The time so appointed shall not be sooner than the sixteenth day after the service on the tenant of the demand for possession and notice of intention (form B).

(5) The notice of motion shall be served upon the tenant or left with an adult person at the tenant's place of abode at least three days before the day so appointed, if the place appointed is not more than twenty miles from the tenant's place of abode, and one day in addition for every twenty miles above the first twenty, reckoning any broken number above the first twenty as twenty miles.

(6) Where service of the notice cannot be effected in the manner described in subsection (5), it shall be sufficient service if a copy thereof is put up in two conspicuous places on the land.

R.S.S. 1978, c.L-6, s.50; 1979-80, c.92, s.49.

**Proceedings, how instituted**

**51** The proceedings under this Part shall be instituted in the Queen's Bench at the judicial centre nearest to which the land or part of the land is situated and shall be styled: "In the matter of (*giving the name of the party complaining*) landlord, against (*giving the name of the party complained against*) tenant".

R.S.S. 1978, c.L-6, s.51; 1979-80, c.92, s.49.

**Proceedings in default of appearance**

**52(1)** If at the time and place appointed, the tenant fails to appear, the judge, if it appears to him that the tenant wrongfully holds against the right of the landlord and that the right to possession may properly be determined in a proceeding under this Part, may order the issue of a writ of possession (form C), directed to the sheriff acting at the judicial centre nearest to which the land or part of the land is situated, commanding him forthwith to place the landlord in possession of the land.

**In case of appearance**

(2) If the tenant appears the judge shall, in a summary manner, hear the parties and their witnesses, and examine into the matter, and if it appears to the judge that the tenant wrongfully holds against the right of the landlord and that the right to possession may properly be determined in a proceeding under this Part, he may order the issue of the writ.

**Orders of Provincial Mediation Board**

(3) Notwithstanding subsections (1) and (2), the judge shall not proceed with a hearing unless it is shown by affidavit that no order made by the Provincial Mediation Board prohibiting the proceedings has been filed with the local registrar of the Court of Queen's Bench.

**Same**

(4) If a prohibition order made by the Provincial Mediation Board is filed with the local registrar of the Court of Queen's Bench before the time appointed for hearing the application there shall be no costs allowed against the tenant with respect to the application.

**Refusal of writ**

(5) If the judge hearing the application finds that the tenant wrongfully holds against the right of the landlord but, nevertheless, is of opinion that the right to possession should not be determined in a proceeding under this Part, he may refuse the writ and the landlord may in that case proceed by action for the recovery of possession.

R.S.S. 1978, c.L-6, s.52; 1979-80, c.92, s.49.

**Restriction on application of certain provisions**

**53** Notwithstanding sections 50 and 52, in the case of proceedings to recover possession of land let or occupied solely for the purpose of husbandry, agriculture or horticulture subsections (2) and (4) of section 50 and subsections (3) and (4) of section 52 apply only with respect to the residence and other buildings on that land and to the land surrounding those buildings and used in connection therewith up to but not exceeding two acres and any land necessary for reasonable access thereto.

R.S.S. 1978, c.L-6, s.53.

**Writ of possession continuing**

**54** A writ of possession issued pursuant to an order made under section 52 shall be effective to enable the sheriff to maintain the landlord in possession of the land described therein as against any person bound by the proceeding or any person claiming through or under him.

R.S.S. 1978, c.L-6, s.54.

**Appeal**

**55** Any appeal lies to a judge of the Court of Appeal sitting in chambers from the order of the judge granting or refusing a writ of possession, and the proceedings upon such appeal shall, subject to section 56, be similar to those provided in the case of an appeal from an interlocutory order, judgment or decision of Her Majesty's Court of Queen's Bench for Saskatchewan.

R.S.S. 1978, c.L-6, s.55; 1979-80, c.92, s.49.

**Evidence**

**56** When a question of fact is involved in the appeal, the evidence taken by the judge appealed from bearing upon the question shall, subject to any special order, be brought before the judge who hears the appeal as follows:

- (a) as to evidence taken by affidavit, by the production of copies of the affidavits;
- (b) as to evidence given orally, by the production of the judge's or stenographer's notes, or such other material as the judge hearing the appeal deems expedient.

R.S.S. 1978, c.L-6, s.56; 1982-83, c.16, s.31.



**Discharge of order**

**57(1)** If the judge hearing the appeal is of opinion that the right to possession should not be determined in a proceeding under this Part he may discharge the order granting or refusing the writ, and the landlord may in that case proceed by action for the recovery of possession.

**Restoration of tenant**

(2) When the order is discharged, if possession has been given to the landlord under a writ of possession, the judge hearing the appeal may direct that possession be restored to the tenant.

R.S.S. 1978, c.L-6, s.57.

**Proceedings before provincial magistrate**

**58** Notwithstanding anything in sections 50 to 57, if the monthly rental payable by the tenant did not exceed \$15 and the land is situated in a municipality other than a rural municipality or northern municipality, the landlord may apply to a provincial magistrate acting at the judicial centre nearest to which the land or part of the land is situated for a writ of possession, and the magistrate shall in writing appoint a time and place for hearing the application which written appointment shall be served and otherwise dealt with as in the case of a notice of motion, and if an application is so made sections 50 to 57 apply *mutatis mutandis* and the magistrate may make such order as to costs as he deems just.

R.S.S. 1978, c.L-6, s.58; 2002, c.C-11.1, s.388;  
2005, c.M-36.1, s.434.

PART V  
**Miscellaneous Provisions**  
ATTORNMENT

**Nullity of attornment to stranger**

**59(1)** Every attornment of a tenant of land to a stranger claiming title to the estate of his landlord is null and void, and the possession of his landlord shall not be deemed to be changed, altered or affected by such attornment.

(2) Nothing in this Act vacates or affects an attornment made:

- (a) pursuant to and in consequence of a judgment or order of a court; or
- (b) with the privity and consent of the landlord.

(3) Nothing in this Act alters, prejudices or affects rights that a mortgagee now possesses under law or statute.

R.S.S. 1978, c.L-6, s.59.

**Attornment of tenant, not necessary**

**60(1)** Every grant or conveyance of rent or of the reversion or remainder of land is good and effectual without any attornment of the tenant of the land out of which the rent issued, or of the particular tenant upon whose particular estate any such reversion or remainder is expectant or depending.

(2) A tenant shall not be prejudiced or damaged by the payment of rent to a grantor or by breach of a condition for non-payment of rent, before notice to him of such grant by the grantee.

R.S.S. 1978, c.L-6, s.60.

## RENEWAL OF LEASE, WITHOUT SURRENDER OF UNDER LEASE

**Chief leases renewed without surrendering under leases**

**61(1)** Where a lease is duly surrendered in order to be renewed, and a new lease is made and executed by the chief landlord, the new lease shall, without a surrender of all or any of the under leases, be as good and valid as if all the under leases derived thereout had been likewise surrendered at or before the time of taking the new lease.

(2) Every person in whom an estate for life or lives, or for years, is from time to time vested by virtue of such new lease shall be entitled to the rents, covenants and duties, and have like remedy for recovery thereof, and the under lessees shall hold and enjoy the land in the respective under leases comprised as if the original lease had been kept on foot and continued, and the chief landlord shall have and be entitled to such and the same remedy by distress or entry in and upon the land comprised in any such under lease for the rents and duties reserved by the new lease, so far as they do not exceed the rents and duties reserved in the lease out of which the under lease was derived, as he would have had if the former lease had been still continued or as he would have had if the respective under leases had been renewed under such new principal lease.

R.S.S. 1978, c.L-6, s.61.

## RENEWAL OF LEASE BY ABSENTEES

**Renewal on behalf of persons out of province**

**62(1)** Where a person who, pursuant to any covenant or agreement in writing, if within Saskatchewan and amenable to the process of the Court of Queen's Bench might be compelled to execute a lease by way of renewal, is not within Saskatchewan or is not amenable to the process of the court, the court, upon the application of a person entitled to such renewal, whether such person is or is not under any disability, may direct such person as the court thinks proper to appoint for that purpose to accept a surrender of the subsisting lease, and to make and execute a new lease in the name of the person who ought to have renewed the same.

**Validity of new lease**

(2) A new lease executed by the person so appointed shall be as valid as if the person in whose name the lease was made were alive and not under any disability and had himself executed it.

**Discretion of court to direct action to be brought**

(3) In every such case the court may in its discretion direct that an action be brought to establish the right of the person seeking the renewal, and refuse to make an order for such new lease unless by the judgment to be made in such action, or until after it has been entered.

**Conditions**

(4) A renewed lease shall not be executed by virtue of this section pursuant to any covenant or agreement unless the sum or sums of money, if any, that ought to be paid on the renewal and the things, if any, that ought to be performed pursuant to such covenant or agreement by the tenant be first paid and performed, and counterparts of every such renewal lease shall be duly executed by the tenant.

**Premiums**

(5) All sums of money that are had, received or paid for on account of, the renewal of a lease by a person out of Saskatchewan or not amenable to the process of the court, after a deduction of all necessary incidental charges and expenses, shall be paid to that person or in such manner or into the court to such account, and be applied and disposed of as the court directs.

**Costs**

(6) The court may order that the costs and expenses of and relating to the applications, orders, directions, conveyances and transfers, or any of them, be paid and raised out of or from the land, or the rents in respect of which they are respectively made, in such manner as the court deems proper.

R.S.S. 1978, c.L-6, s.62.

**63 Repealed.** 2010, c.E-9.22, s.193.

## GENERAL

**Practice and procedure under Part IV**

**64** Except as otherwise provided therein the practice and procedure under Part IV shall be in accordance with the practice and procedure in Her Majesty's Court of Queen's Bench for Saskatchewan.

R.S.S. 1978, c.L-6, s.64; 1979-80, c.92, s.49.

SCHEDULE

FORM A

[Section 27]

NOTICE TO LANDLORD

Take notice, that under *The Landlord and Tenant Act*, I wish to set off against rent due by me to you, the debt which you owe to me on your promissory note for \_\_\_\_\_ dated \_\_\_\_\_ (or as the case may be).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
C.D. (*tenant*)

## LANDLORD AND TENANT

c. L-6

FORM B  
[Subsection 50(2)]DEMAND FOR POSSESSION AND NOTICE TO TENANT OF INTENTION  
TO APPLY FOR A WRIT OF POSSESSION

In the Matter of (*giving the name of the party complaining*), Landlord, against (*giving the name of the party complained against*), Tenant.

I, (*landlord*), do hereby demand and require you forthwith to go out of possession and to deliver up to me possession of the lands demised to you, or which you have been permitted to occupy, under and by virtue of a lease dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, (*or under a verbal agreement, as the case may be, and specifying the nature of the agreement*), and which lease or right of occupation has been determined and has expired by effluxion of time (*or, breach of any covenant in the said lease, as the case may be*), which said lands may be described as (*here describe the lands*).

I further give you notice that if you fail to go out of possession and to deliver up to me possession of the lands demised, or which you have been permitted to occupy, I intend to apply by notice of motion returnable, at a time that cannot be sooner than the sixteenth day after the service of this demand and notice on you, before a judge of Her Majesty's Court of Queen's Bench for Saskatchewan sitting at the judicial centre of \_\_\_\_\_, for a writ of possession under *The Landlord and Tenant Act*. And further take notice that if you object to repossession by me of the said lands you should as soon as possible make an application in writing to the Provincial Mediation Board, Regina, Saskatchewan, for an order prohibiting the granting of a writ of possession pursuant to my proposed application or prohibiting any action or proceeding by me for the recovery of possession of the said land.

My address for service is \_\_\_\_\_.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
(*Landlord*)

To (*name and address of tenant*)

FORM C  
[Section 52]

WRIT OF POSSESSION

SASKATCHEWAN,  
TO WIT:

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada and Her other Realms and Territories QUEEN, Head of the Commonwealth, Defender of the Faith.

[L.S.]

To the sheriff acting at the judicial centre of \_\_\_\_\_ .

Greeting:

Whereas \_\_\_\_\_ judge sitting at the judicial centre of \_\_\_\_\_, by his order dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, made in pursuance of *The Landlord and Tenant Act*, on the complaint of \_\_\_\_\_, against \_\_\_\_\_, adjudged that was \_\_\_\_\_ entitled to the possession of \_\_\_\_\_ with the appurtenances in your bailiwick, and that a writ should issue out of our said court accordingly (*if costs are awarded add*, and also ordered and directed that the said \_\_\_\_\_ should pay the costs of the proceedings under the said Act, which have been taxed at the sum of \_\_\_\_\_ ).

Therefore, we command you that without delay you cause the said \_\_\_\_\_ to have possession of the said land and premises, with the appurtenances, and that you defend and keep him, his successors and assigns in peaceable and quiet possession when and as often as any interruption may or shall, from time to time, be given or offered to him or them or any of them by the said \_\_\_\_\_ or any person claiming through or under him (*if costs are awarded add*, and we also command you that of the goods and chattels and land and tenements of the said \_\_\_\_\_ in your bailiwick, you cause to be made \_\_\_\_\_ being the said costs so taxed and have that money in our said court immediately after the execution hereof, to be rendered to the said \_\_\_\_\_ ).

And in what manner you shall have executed this writ make appear to our said court, immediately after the execution hereof, and have there then this writ.

Witness \_\_\_\_\_ judge of our said court at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ .

\_\_\_\_\_  
*Local Registrar*

Issued from the office of the local registrar of the Court of Queen's Bench at the judicial centre of \_\_\_\_\_ .

\_\_\_\_\_  
*Local Registrar*

R.S.S. 1978, c.L-6, Form C; 1979-80, c.92, s.49.