

1 *Form 6 of New Brunswick Regulation 82-218 under The Residential Tenancies Act is repealed and the attached Form 6 is substituted.*

DRAFT
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FORM 6
RESIDENTIAL LEASE
(STANDARD FORM OF LEASE)

(The Residential Tenancies Act, Acts of New Brunswick, 1975, c.R-10.2, s.9)

Important Notes

Each landlord of residential premises must provide two (2) duplicate originals of this Standard Form of Lease for the **Landlord** and the **Tenant** to sign.

Any alteration of or deletion from this Standard Form of Lease is void other than

- an alteration made in accordance with Part 7 of Attachment A of this lease, or
- an addition agreed to by the **Landlord** and **Tenant** that does not alter any right or duty provided for under *The Residential Tenancies Act* or this lease.

Additions to this lease must appear on both duplicate originals of the lease. If there is not sufficient blank space provided in sections 2 and 4 of this lease, duplicate originals of a separate schedule setting out additions to the lease shall be attached. **Each page of the duplicate originals of the attached schedule must be signed by the Landlord and Tenant to be valid.**

For information on the Residential Tenancies Tribunal refer to Part 1 of Attachment A of this lease.

SECTION 1 – PARTIES

This lease is made in duplicate between:

A – The “Landlord”

<input type="text"/>		<input type="text"/>
First Name or Business Name		Last Name
<input type="text"/>		
Civic Address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
Province	Postal Code	E-mail Address (“Electronic Address”)
<input type="text"/>		<input type="text"/>
Phone Number		Fax Number

Instruction: Add information on additional landlords as required.

The **Landlord** employs an agent or representative who may act on the **Landlord’s** behalf. (Refer to section 7 of this lease.)

— and —

B – The “Tenant”

<input type="text"/>		<input type="text"/>	
1. First Name		Last Name	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone Number	E-mail Address (“Electronic Address”)	Fax Number	
<input type="text"/>		<input type="text"/>	
2. First Name		Last Name	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Phone Number	E-mail Address (“Electronic Address”)	Fax Number	

Instruction: Add information on additional tenants as required.

The **Tenant** wishes to provide emergency contact information. (Refer to section 7 of this lease.)

Notes:

- For information on the obligations of the **Landlord** and **Tenant** refer to Part 2 of Attachment A of this lease.
- For information on the service of notices, processes or documents on a **Landlord, Tenant** or residential tenancies officer refer to Part 3 of Attachment A of this lease.

SECTION 2 – PREMISES

The Landlord agrees to lease to the Tenant and the Tenant agrees to lease from the Landlord the following residential premises:

A – Address of Premises

Street Number and Street Name		Apt, Site or Room #
Municipality (or other)	N.B. Province	Postal Code

B – Type of premises. These residential premises are: **(Select one (1) option only)**

- A house or apartment
 A unit in a condominium property
 A room in a boarding house or lodging house
 A mobile home site
 A mobile home
 Other (*specify*) _____

C – Permitted use. The Landlord and the Tenant agree that the premises will be used only for residential purposes.

D – Initial inspection and repairs

An inspection of the premises has been completed by both the Tenant and Landlord on _____ Day _____ Month _____ Year

Repairs to be completed prior to the beginning of the tenancy or during the term of the tenancy (*specify*) _____

For emergency repairs contact: The Landlord (Refer to paragraph 1A of this lease), and/or The Landlord's agent or representative (Refer to section 7 of this lease.)

E – Additions

The premises or a portion of the premises are smoke-free (*specify*) _____

Restrictions or prohibitions apply in relation to pets (*specify*) _____

The Landlord or the Landlord's agent or representative may enter to show the premises to prospective tenants during the last rental period of the tenancy agreement without any notice requirement.

The premises are a unit in a condominium property. The Tenant agrees to comply with the by-laws and rules of the corporation created in relation to the condominium property. The by-laws and rules of the corporation are attached.

Other additions, including by-laws or rules (*specify*) _____

Note: For information on permitted entry by the Landlord or an agent or representative of the Landlord onto the premises refer to Part 4 of Attachment A of this lease.

SECTION 3 – LENGTH OF TENANCY

A – This tenancy is to begin on _____ Day _____ Month _____ Year

B – This tenancy is either: **(Select 1) or 2); except in the case of a tenancy of a mobile home site, for which the only valid option is 2).**

1) – A fixed term tenancy ending on _____ Day _____ Month _____ Year

2) – A periodic tenancy. The tenancy is to run **(Select one (1) option only)**

a) from week to week

b) from month to month **(only valid option for tenancy of mobile home site)**

c) from year to year

Note: For information on the minimum required notice of termination for each type of tenancy refer to Part 5 of Attachment A of this lease.

SECTION 4 – RENT

Subject to any law of the Province, the Tenant agrees to pay the Landlord on the following terms:

A – Amount and timing of payment

- 1) The amount of rent payable is: \$ per Week Month (only valid option for tenancy of mobile home site)
- 2) The first payment is due on
Day Month Year
- 3) And thereafter payments are to be made on the _____ day of each Week Month (only valid option for tenancy of mobile home site)
- 4) Payment is to be made: To the **Landlord** (Refer to paragraph 1A of this lease) To the **Landlord's** agent or representative (Refer to section 7 of this lease)
- 5) The **Landlord (for a fixed term tenancy, select a) or b))** a) may increase the rent. b) may not increase the rent.

Note: In the case of a fixed term tenancy, the **Landlord** may increase the rent only if the Landlord selects the box beside clause 5)a) above and gives the **Tenant**, in accordance with *The Residential Tenancies Act*, at least three (3) months' written notice of the increase, or the amount and time of the increase are set out below.

6) Particulars of any rent increase: _____

Note: For further information on rent, increases in rent and non-payment of rent refer to Part 6 of Attachment A of this lease.

B – Late payment fees

If the **Tenant** fails to pay the rent when due and the rent was given in the form of a cheque or other negotiable instrument that was subsequently dishonoured, the **Landlord (Select one (1) option only)**

- 1) is not entitled to charge a late payment fee, or
- 2) may charge a late payment fee. (The amount of the fee is the amount of NSF (not sufficient funds) charges that have been paid by the **Landlord**.)

Note: For information on late payment fees refer to "Late payment fees" under Part 6 of Attachment A of this lease.

C – Services and furnishings

The rent includes provision and payment for:

- No services, or The following services:
- | | | | | |
|--|---|--|---|--------------------------------------|
| <input type="checkbox"/> Water | <input type="checkbox"/> Heat | <input type="checkbox"/> Electricity | <input type="checkbox"/> Hot water | <input type="checkbox"/> Natural gas |
| <input type="checkbox"/> Propane | <input type="checkbox"/> Garbage collection | <input type="checkbox"/> Cable and/or internet hook-up | <input type="checkbox"/> Cable and/or internet services | |
| <input type="checkbox"/> Snow removal | <input type="checkbox"/> Janitorial | <input type="checkbox"/> Parking for _____ vehicle(s) | <input type="checkbox"/> Sewage | |
| <input type="checkbox"/> Room cleaning | <input type="checkbox"/> Meals | <input type="checkbox"/> Other (specify) _____ | | |

- No furnishings, or The following furnishings:
- | | | | |
|---------------------------------------|----------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Stove | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Washer and dryer |
| <input type="checkbox"/> Bed(s) | <input type="checkbox"/> Dresser | <input type="checkbox"/> Night table | <input type="checkbox"/> Lamp(s) |
| <input type="checkbox"/> Table | <input type="checkbox"/> Chairs | <input type="checkbox"/> Couch | <input type="checkbox"/> Other (specify) _____ |

SECTION 5 – SECURITY DEPOSIT (Select A or B)

- A** – A security deposit is not required, or
- B** – A security deposit is required in the amount of \$

Note: For information on security deposits refer to Part 8 of Attachment A of this lease.

SECTION 6 – ASSIGNMENT

Except for a tenancy of a mobile home site, select A, B or C. For a tenancy of a mobile home site, select A or B.

- A** – The **Tenant** may assign all of the **Tenant's** rights under this lease for the remaining term of the lease or for a portion of the remaining term of the lease.
- B** – The **Tenant** may only assign all of the **Tenant's** rights under this lease for the remaining term of the lease or for a portion of the remaining term of the lease with the consent of the **Landlord**.
- C** – The **Tenant** may not assign any of the **Tenant's** rights under this lease.

Notes:

- If no selection is made, the **Tenant** may, subject to section 13 and subsection 25.41(1) of *The Residential Tenancies Act*, assign all his or her rights under the lease.
- For information on assignment refer to Part 9 of Attachment A of this lease.

SECTION 7 – SIGNATURES

The **Landlord** and **Tenant** have read this lease including Attachment A.

This lease is binding on and is for the benefit of the heirs, executors and administrators, successors and assigns of the **Landlord** and the **Tenant**.

Signature of **Landlord** Date

Signature of **Tenant # 1** Date Signature of **Tenant #2** Date

Instructions: Add signature and date lines as required. Sign both copies of the lease separately.

Note: If the e-mail address ("electronic address") of the **Landlord** or **Tenant** as set out under this lease changes during the term of the tenancy agreement, in order to remain effective for purposes of service, the **Landlord** or **Tenant**, as the case may be, must ensure their new e-mail address ("electronic address") is duly provided to the other party for these purposes. Until such time, the e-mail address ("electronic address") as set out under this lease will remain the effective address of service for the **Landlord** or **Tenant** under *The Residential Tenancies Act*.

THE LANDLORD'S AGENT OR REPRESENTATIVE (If applicable)

<input type="text"/>		<input type="text"/>	
First Name		Last Name	
<input type="text"/>			
Civic Address			
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Province	Postal Code	E-mail address ("Electronic Address")	
<input type="text"/>		<input type="text"/>	
Phone Number		Fax Number	

THE TENANT'S EMERGENCY CONTACTS (If applicable)

Name(s)	Phone Number
Name(s)	Phone Number

Attachment A
ADDITIONAL INFORMATION

Part 1 – The Residential Tenancies Tribunal

The Residential Tenancies Tribunal is a provincial government office. Landlords and tenants may consult with a residential tenancies officer on questions concerning this Standard Form of Lease and their rights and obligations. A residential tenancies officer may

- advise landlords and tenants in tenancy matters,
 - receive complaints and mediate disputes between landlords and tenants,
 - disseminate information to educate and advise landlords and tenants on rental practices, rights and remedies,
 - receive and investigate complaints of conduct in alleged contravention of the law of landlord and tenant, and conduct investigations and inspections of premises.
- A residential tenancies officer shall carry out his or her powers or duties under *The Residential Tenancies Act*.

Solving a Tenancy Dispute The most efficient tenancy dispute resolution method consists of the following steps:

- **Step 1** – Dialogue between the **Landlord** and **Tenant**;
- **Step 2** – **Landlord's** or **Tenant's** written complaint to the other party to the tenancy agreement;
- **Step 3** – **Landlord's** or **Tenant's** application for assistance from the Residential Tenancies Tribunal;
- **Step 4** – Residential tenancies officer's investigation; and
- **Step 5** – Residential tenancies officer's decision.

For more information, please call 1-888-762-8600 (toll-free) or visit the Residential Tenancies Tribunal's website: www.snb.ca/irent.

Part 2 - Obligations of Landlords and Tenants

Obligations of Landlords

The **Landlord** shall

- deliver the premises to the **Tenant** in a good state of cleanliness and repair and fit for habitation,
- maintain the premises in a good state of repair and fit for habitation,
- deliver to the **Tenant** and maintain in a good state of repair any chattels provided in the premises by the **Landlord**,
- comply with all health, safety, housing and building standards and any other legal requirement respecting the premises, and keep all common areas in a clean and safe condition.

In addition,

- a **Landlord** of a **room in a boarding house or lodging house** shall ensure that sufficient doors, locks and other devices to make the room reasonably secure are installed and maintained; and
- a **Landlord** of a **mobile home site** shall repair any damage caused by the **Landlord** or an agent or representative of the **Landlord** to a **Tenant's** mobile home on the mobile home site, to the skirting of the mobile home or to any structure placed by the Tenant on the mobile home site.

Notes:

- Failure of the **Landlord** to comply with the **Landlord's** obligations may entitle the **Tenant** to have the obligations performed by a residential tenancies officer at the **Landlord's** expense or may result in the tenancy being terminated by a residential tenancies officer. If a residential tenancies officer terminates the tenancy, he or she may order the **Landlord** to compensate the **Tenant**.
- It is an offence for a **Landlord** or his or her agent or representative to
 - deliberately interfere with the supply of heat, water or electric power services to the premises except in an emergency or where it is necessary to enable maintenance or repairs to be carried out, or
 - deliberately do anything that would render the premises unfit for habitation.

Obligations of Tenants

The **Tenant** shall

- be responsible for ordinary cleanliness of the premises and any chattels provided in the premises by the **Landlord**,
- repair within a reasonable time after its occurrence any damage to the premises or to any chattels provided in the premises by the **Landlord** caused by the wilful or negligent conduct of the **Tenant** or by such conduct of persons who are permitted on the premises by the **Tenant**, and

- conduct himself or herself and require other persons on the premises with his or her consent to conduct themselves in a manner that will not cause a disturbance or nuisance.

In addition, a **Tenant** of a **mobile home site** shall

- maintain in a good state of neatness, cleanliness and repair the exterior of the mobile home placed on the mobile home site, the skirting of the mobile home, and any structure placed by the **Tenant** on the mobile home site,
- not exercise or carry on, or permit to be exercised or carried on, on the mobile home site or in the mobile home park any illegal act, trade, business, occupation or calling,
- not, by act or omission, impair, risk or interfere with the safety or any lawful right, privilege or interest of the **Landlord** or of any tenant of a mobile home site in the mobile home park, and
- not violate any health, safety, housing, or building standard respecting the number of persons occupying a mobile home.

Note: Failure of the **Tenant** to comply with the **Tenant's** obligations under *The Residential Tenancies Act*, or the terms of this lease, may render the **Tenant** liable to compensate the **Landlord** and may result in the tenancy being terminated by a residential tenancies officer.

Part 3 – Service

Notices, processes and documents are to be served, in writing, in accordance with section 25 of *The Residential Tenancies Act*.

Method of Service	Service on Landlord	Service on Tenant	Service on residential tenancies officer	Service on Assignor
Electronic Transmission	<ul style="list-style-type: none"> • Any notice, process or document is sufficiently served on a Landlord if delivered by electronic transmission to the Landlord • Any notice, process or document to be served by a Tenant on a Landlord is sufficiently served <ul style="list-style-type: none"> • by sending it electronically to the Landlord at the e-mail address ("electronic address") given by the Landlord or the agent or representative of the Landlord as set out under this lease and used by the Landlord for purposes of communicating with the tenant during the tenancy under the provisions of section 25 of <i>The Residential Tenancies Act</i>; • If the e-mail address ("electronic address") of the Landlord set out under this lease changes during the term of the tenancy agreement, in order to remain effective for purposes of service, the Landlord must ensure their new e-mail address ("electronic address") is duly provided to the Tenant for these purposes. Until such time, the e-mail address ("electronic address") as set out under this lease will remain the effective address of service for the Landlord under <i>The Residential Tenancies Act</i>. 	<ul style="list-style-type: none"> • Any notice, process or document is sufficiently served on a Tenant if delivered by electronic transmission to the Tenant • Any notice, process or document to be served by a Landlord on a Tenant is sufficiently served <ul style="list-style-type: none"> • by sending it electronically to the Tenant at the e-mail address ("electronic address") given by the Tenant as set out under this lease and used by the Tenant for purposes of communicating with the landlord during the tenancy under the provisions of section 25 of <i>The Residential Tenancies Act</i>; • If the e-mail address ("electronic address") of the Tenant set out under this lease changes during the term of the tenancy agreement, in order to remain effective for purposes of service, the Tenant must ensure their new e-mail address ("electronic address") is duly provided to the Landlord for these purposes. Until such time, the e-mail address ("electronic address") as set out under this lease will remain the effective address of service for the Tenant under <i>The Residential Tenancies Act</i>. 	<ul style="list-style-type: none"> • Any notice, process or document is sufficiently served on a residential tenancies officer if delivered by electronic transmission at the e-mail address ("electronic address") of the Residential Tenancies Tribunal: IRENT@SNB.CA 	<ul style="list-style-type: none"> • If there is an assignment by a Tenant of a portion of the remaining term of the lease, for the purposes of subsection 13(2.2) of <i>The Residential Tenancies Act</i>, any notice shall be sufficiently served to the assignor during the period of assignment if delivered by electronic transmission to <ul style="list-style-type: none"> • the e-mail address ("electronic address") provided by the assignor to the Landlord for the period of the assignment.

<p>Personal Delivery</p>	<ul style="list-style-type: none"> Any notice, process or document is sufficiently served on a Landlord if delivered personally to the Landlord. Any notice, process or document to be served by a Tenant on a Landlord is sufficiently served <ul style="list-style-type: none"> by delivering it personally to an agent of the Landlord, if the Landlord has posted or filed with the residential tenancies officer under subsection 25(8) of <i>The Residential Tenancies Act</i> the legal name of the agent of the Landlord; by delivering it personally to any adult person who apparently resides with the Landlord or to any person at the Landlord's place of business who appears to be in control of or to be managing the place of business. 	<ul style="list-style-type: none"> Any notice, process or document is sufficiently served on a Tenant if delivered personally to the Tenant. If a notice cannot be delivered personally to a Tenant by reason of his or her absence from the premises or by reason of his or her evading service, the notice may be served on the Tenant by delivering it personally to any adult person who apparently resides with the Tenant. 	<ul style="list-style-type: none"> Any notice, process or document is sufficiently served on a residential tenancies officer if delivered personally to the residential tenancies officer at his or her office. 	
<p>Mail</p>	<ul style="list-style-type: none"> Any notice, process or document is sufficiently served on a Landlord if sent by ordinary mail to the Landlord at the address given in the lease or to the address posted under the provisions of subsection 25(8) of <i>The Residential Tenancies Act</i>. Any notice, process or document to be served by a Tenant on a Landlord is sufficiently served <ul style="list-style-type: none"> by sending it by ordinary mail to the Landlord at the address where the Landlord resides; if demised premises are located in a building containing multiple premises, by placing the notice, process or document in a mailbox that has been placed in a conspicuous place in the building by the Landlord for the purposes of allowing tenants to deposit any notice, process or document to be served on the Landlord. If demised premises are located in a building containing more than two (2) premises and the 	<ul style="list-style-type: none"> Any notice, process or document is sufficiently served on a Tenant if sent by ordinary mail to the Tenant to the address of the premises. If a notice cannot be delivered personally to a Tenant by reason of his or her absence from the premises or by reason of his or her evading service, the notice may be served on the Tenant <ul style="list-style-type: none"> by sending it by ordinary mail to the Tenant at the address where he or she resides; by placing the notice in the mailbox for the premises. 	<ul style="list-style-type: none"> Any notice, process or document is sufficiently served on a residential tenancies officer if sent by ordinary mail to the residential tenancies officer to the address of his or her office. 	<ul style="list-style-type: none"> If there is an assignment by a Tenant of a portion of the remaining term of the lease, for the purposes of subsection 13(2.2) of <i>The Residential Tenancies Act</i>, any notice shall be sufficiently served to the assignor during the period of assignment if sent by ordinary mail to <ul style="list-style-type: none"> the address provided by the assignor to the Landlord for the period of the assignment; the address of the premises if the assignor has not provided the Landlord with an address for the period of the assignment.

Mail (continued)	Landlord does not reside in the building, any notice is sufficiently served if mailed to the address posted or filed under subsection 25(8) of <i>The Residential Tenancies Act</i> .			
Fax	<ul style="list-style-type: none"> Any notice, process or document shall be sufficiently served on a Landlord who has given a fax number in the lease or has posted or filed a fax number as part of an address for service for the purposes of subsection 25(8) of <i>The Residential Tenancies Act</i> if a facsimile of the notice, process or document is transmitted to the Landlord at that fax number. 		<ul style="list-style-type: none"> Any notice, process or document shall be sufficiently served on a residential tenancies officer if a facsimile of the notice, process or document is transmitted to the residential tenancies officer at the fax number at his or her office. 	
Posting		<ul style="list-style-type: none"> If a notice cannot be delivered personally to a Tenant by reason of his or her absence from the premises or by reason of his or her evading service, the notice may be served on the Tenant by posting it in a conspicuous place on some part of the premises or a door leading to the premises. 		
Other	<ul style="list-style-type: none"> If demised premises are located in a building containing more than two (2) premises and the Landlord does not reside in the building, any notice is sufficiently served if delivered to the address posted or filed under subsection 25(8) of <i>The Residential Tenancies Act</i>. 	<ul style="list-style-type: none"> If a notice cannot be delivered personally to a Tenant by reason of his or her absence from the premises or by reason of his or her evading service, the notice may be served on the Tenant by placing the notice under the door of the premises. 		

Notes:

- If any notice, process or document is sent by mail, it is deemed to have been served on the third day after the date of mailing.
- If demised premises are located in a building containing more than two (2) premises and the **Landlord** does not reside in the building, the **Landlord** is required under subsection 25(8) of *The Residential Tenancies Act* to post conspicuously and maintain so posted within the building or to file with a residential tenancies officer the legal name of the **Landlord** or his or her agent and an address for service. A **Landlord** may post or file a fax number as part of the address for service.
- If the e-mail address ("electronic address") of the **Landlord** or **Tenant** as set out under this lease changes during the term of the tenancy agreement, in order to remain effective for purposes of service, the **Landlord** or **Tenant**, as the case may be, must ensure their new e-mail address ("electronic address") is duly provided to the other party for these purposes. Until such time, the e-mail address ("electronic address") as set out under this lease will remain the effective address of service for the **Landlord** or **Tenant** under *The Residential Tenancies Act*.

Part 4 – Permitted Entry

The *Residential Tenancies Act* sets out minimum notice periods for entry by a **Landlord** or an agent or representative of the **Landlord** onto the demised premises in particular circumstances. Notice must be given in writing and comply with *The Residential Tenancies Act*.

Except where the **Tenant** has abandoned the demised premises or where an emergency is present, an entry by a **Landlord** or an agent or representative of the **Landlord** is to be made on a day other than a Sunday or other holiday and between 8:00 a.m. and 8:00 p.m.

Minimum Notice Period For Entry (written notice required)	Permitted Entry (in any of the following circumstances)
No notice required	<ul style="list-style-type: none"> • the Tenant has abandoned the premises • an emergency is present • the Tenant consents at the time of entry • within two (2) working days after receipt of the Tenant's request in writing to carry out repairs to the premises, the Landlord or an agent or representative of the Landlord is entering the premises to carry out the requested repairs (a working day is any day except a Sunday or other holiday) • the entry is made by the Landlord or an agent or representative of the Landlord during the last rental period of the tenancy agreement to show the premises to prospective tenants and the lease provides that the Landlord or agent or representative may enter without any notice requirement in that circumstance • the tenancy agreement for a tenancy of a room in a boarding house or lodging house provides that housekeeping services will be provided by the Landlord and the Landlord or an agent or representative of the Landlord is entering the premises to provide the housekeeping services
At least twenty-four (24) hours' notice required	<ul style="list-style-type: none"> • the Landlord or an agent or representative of the Landlord is entering the premises to carry out repairs that the Tenant in writing requested the Landlord or the agent or representative to carry out to the premises, but that were not carried out by the Landlord or agent or representative within two (2) working days after the request (a working day is any day except a Sunday or other holiday) • a person or authority having jurisdiction to do so has required, by order or otherwise, a Landlord or an agent or representative of the Landlord to carry out repairs or cause repairs to be carried out to the premises and the Landlord or agent or representative is entering the premises to carry out the repairs • the Landlord or an agent or representative of the Landlord desires to enter to show the premises to prospective purchasers or mortgagees or to carry out an inspection of the premises
At least seven (7) days' notice required	<ul style="list-style-type: none"> • the Landlord or an agent or representative of the Landlord wishes to enter to carry out normal repairs or redecoration on the premises

Notes:

- Except as provided in sections 16 and 25.03 of *The Residential Tenancies Act*, it is an offence for a **Landlord** or agent or representative of the **Landlord** to enter the demised premises during the term of the tenancy.
- It is an offence for a **Landlord** or **Tenant**, except by mutual consent or on the written authorization of a residential tenancies officer, to alter or cause to be altered, during occupancy under the tenancy agreement, the lock or the locking system on any door that gives entry to the demised premises.

Part 5 – Notice of Termination

Protection under the Act

If a **Tenant** makes a complaint against a **Landlord**, a notice of termination of the tenancy served by the **Landlord** within the period beginning the day on which the complaint was made and ending one (1) year after that day is not valid if

- the **Tenant** advises a residential tenancies officer in writing within fifteen (15) days after the receipt of the notice that he or she intends to contest the notice, and
- the **Landlord** does not satisfy the residential tenancies officer that he or she did not serve the notice of termination because the **Tenant** made the complaint.

Notice of Termination

- In the case of a **fixed term tenancy**, no notice of termination by the **Landlord** or **Tenant** is necessary because the date of termination is fixed in the lease.
- A notice of termination of a **periodic tenancy** to be served by a **Landlord** or **Tenant** is to be served in writing and must comply with *The Residential Tenancies Act*.

Type of Periodic Tenancy	When Minimum Notice of Termination required to be served (<i>written notice required</i>)
Week to week tenancy	<p>By the Landlord or the Tenant, at least one (1) week before the expiration of any week to be effective on the last day of that week.</p> <p>Notice shall be sufficiently given or served if given or served on or before the first day of that week.</p>
Month to month tenancy (other than long term tenancy or tenancy of a mobile home site)	<p>By the Landlord or the Tenant, at least one (1) month before the expiration of any month to be effective on the last day of that month.</p> <p>Notice shall be sufficiently given or served if given or served on or before the first day of that month.</p>
Year to year tenancy	<p>By the Landlord or the Tenant, at least three (3) months before the expiration of any year to be effective on the last day of that year.</p> <p>Notice shall be sufficiently given or served if given or served on or before the first day of the first month in the three (3) month notice period.</p>
Long term tenancy (The same tenant has occupied premises, other than a mobile home site, for five (5) consecutive years or more)	<p>By the Tenant, at least one (1) month before the expiration of any month to be effective on the last day of that month.</p> <p>Notice shall be sufficiently given or served if given or served on or before the first day of that month.</p> <p>By the Landlord, at least three (3) months before the expiration of any month to be effective on the last day of that month.</p> <p>Notice shall be sufficiently given or served if given or served on or before the first day of the first month in the three (3) month notice period.</p> <p>Limitations. A Landlord shall not serve a notice of termination of the tenancy unless</p> <ul style="list-style-type: none"> • the Landlord intends in good faith that the premises will be occupied by the Landlord, the Landlord's spouse, a child of the Landlord, a parent of the Landlord or a parent of the Landlord's spouse, • the premises occupied by the Tenant will be used other than as residential premises, • the premises will be renovated to such an extent that vacant possession is necessary to perform the renovation, or • the tenancy arises out of an employment relationship between the Tenant and the Landlord in which the employment relates to the maintenance or management of the premises, or both, and the employment relationship is terminated. <p>Review. A Tenant who is served notice of termination of the tenancy may apply in writing to a residential tenancies officer within fifteen (15) days after receipt of the notice to have the notice reviewed by the residential tenancies officer.</p>
Tenancy of mobile home site	<p>By the Tenant, at least two (2) months before the expiration of any month to be effective on the last day of that month.</p> <p>Notice shall be sufficiently given or served if given or served on or before the first day of the first month in the two (2) month notice period.</p> <p>By the Landlord, at least six (6) months before the expiration of any month to be effective on the last day of that month.</p> <p>Notice shall be sufficiently given or served if given or served on or before the first day of the first month in the six (6) month notice period.</p> <p>A Tenant who is served with a notice of termination of a tenancy may terminate the tenancy during the six (6) month notice period by serving a notice of termination on the Landlord at least one (1) month before the expiration of any month within the six (6) month period to be effective on the last day of that month.</p> <p>Limitations. A Landlord shall not serve a notice of termination of the tenancy unless</p> <ul style="list-style-type: none"> • the Landlord intends in good faith that the mobile home site will be occupied by the Landlord, the Landlord's spouse, a child of the Landlord, a parent of the Landlord or a parent of the Landlord's spouse,

<p>Tenancy of mobile home site (continued)</p>	<ul style="list-style-type: none"> • the mobile home site will be used other than as a mobile home site, or • the mobile home site will be renovated to such an extent that vacant possession is necessary to perform the renovation. <p>Review. A Tenant who is served notice of termination of the tenancy may apply in writing to a residential tenancies officer within fifteen (15) days after receipt of the notice to have the notice reviewed by the residential tenancies officer.</p>
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Part 6 – Rent

If a **Tenant** has not been given a duplicate original of this lease, the **Tenant** may pay any rent owing to a residential tenancies officer rather than to the **Landlord**.

Under subsection 6(5) of *The Residential Tenancies Act*, a residential tenancies officer may require the **Tenant** to pay the rent to the residential tenancies officer rather than to the **Landlord**.

Rent Increase

- Subject to any law of the Province, if a tenancy is a **fixed term tenancy** and the **Landlord** has the right to increase the rent during the term of the tenancy but the amount and time of the increase are not specified in the lease, the **Landlord** shall not increase the rent unless he or she gives the **Tenant** at least three (3) months' notice of the increase. Notice must be given in writing and comply with *The Residential Tenancies Act*.
- Subject to any law of the Province, if a tenancy is a **periodic tenancy**, the **Landlord** shall not increase the rent unless the **Landlord** gives the required period of notice to the **Tenant**. Notice must be given in writing and comply with *The Residential Tenancies Act*.

Type of Periodic Tenancy	Minimum Notice Period for Rent Increase (<i>written notice required</i>)
Week to week tenancy	At least two (2) months' notice
Month to month tenancy	At least two (2) months' notice
Year to year and long term tenancy (in the case of long term tenancy the same tenant has occupied premises, other than a mobile home site, for five (5) consecutive years or more)	<p style="text-align: center;">At least three (3) months' notice</p> <p>Limitations. In addition to giving the required period of notice, a Landlord of premises subject to a long term tenancy may only increase the rent if</p> <ul style="list-style-type: none"> • the notice of the increase is a document separate from any other notice or receipt given to or served on the Tenant by the Landlord, and • the Landlord is increasing the rent for each comparable unit in the same building by the same percentage or the increased rent is reasonable in relation to that charged for comparable units in the same geographical area. <p>Review. A Tenant who is served notice of a rent increase may apply in writing to a residential tenancies officer within fifteen (15) days after receipt of the notice to have the notice reviewed by the residential tenancies officer.</p>
Tenancy of mobile home site	<p style="text-align: center;">At least six (6) months' notice</p> <p>Limitations. In addition to giving the required period of notice, the Landlord may only increase the rent if</p> <ul style="list-style-type: none"> • the notice of the increase is a document separate from any other notice or receipt given to or served on the Tenant by the Landlord, and • the Landlord is increasing the rent for each mobile home site in the mobile home park or in the same distinct area of the mobile home park by the same percentage. <p>Review. A Tenant who is served with notice of a rent increase may apply in writing to a residential tenancies officer within fifteen (15) days after receipt of the notice to have the notice reviewed by the residential tenancies officer.</p>

Election to Terminate Tenancy

- If a **Tenant** receives a notice of rent increase for a fixed term tenancy (the amount and timing of the increase not having been set out in the lease) or for a periodic tenancy, he or she may elect to treat the notice as a notice of termination of the tenancy.
- If the **Tenant** elects to treat the notice as a notice of termination, the **Tenant** shall give the **Landlord** notice in writing that complies with *The Residential Tenancies Act*:
 - in the case of a fixed term tenancy, of a year to year or of month to month tenancy (other than a tenancy of a mobile home site), at least one (1) month before the day immediately preceding the day on which the increase in rent is to take effect;
 - in the case of a week to week tenancy, at least one (1) week before the day immediately preceding the day on which the increase in rent is to take effect;
 - in the case of a tenancy of a mobile home site, at least one (1) month before the expiration of any month within the six (6) month notice period to be effective on the last day of that month.

Non-payment of Rent and Notice to Vacate

- If a **Tenant** fails to pay the rent due, the **Landlord** may serve on the **Tenant** a Notice to Vacate terminating the tenancy on the day specified in the notice and requiring the **Tenant** to vacate the premises on or before the day specified in the notice. The day specified in the notice must be at least fifteen (15) days after the day on which the notice is served on the **Tenant**. (The Notice to Vacate form is available at the Residential Tenancies Tribunal.)
- Within seven (7) days after the Notice to Vacate is served on the **Tenant**, the **Landlord** shall serve on a residential tenancies officer a copy of the notice.
- Subject to subsection 19(6) and section 25.5 of *The Residential Tenancies Act*, the payment of all of the rent due by the **Tenant** within seven (7) days after the **Tenant** is served with the Notice to Vacate shall have the effect of cancelling the notice and continuing the tenancy.

Note: It is not permissible for a **Landlord** to seize a **Tenant's** personal belongings for default in payment of rent.

Late payment fees

If the **Tenant** fails to pay the rent when due, the rent was given in the form of a cheque or other negotiable instrument that was subsequently dishonoured and the **Landlord** may charge a late payment fee, as provided for under clause 4(B)(2) of the lease, the amount of the late payment fee is the amount of the NSF (not sufficient funds) charges that were charged by a financial institution to the **Landlord** as a result of the dishonouring of the instrument and that are proved by the **Landlord** by a receipt or statement from the financial institution.

Part 7 – Alteration of Tenancy Agreement

In the case of a long term tenancy (tenancy of premises, other than a mobile home site, that have been occupied by the same tenant for five (5) consecutive years or more) or a tenancy of a mobile home site, the **Landlord** may alter any provision of the lease or any other tenancy agreement, except the one providing for the amount of rent, if

- the **Landlord** serves on the **Tenant** at least three (3) months' written notice of the alteration,
- the alteration does not conflict with a provision, right or duty in *The Residential Tenancies Act*, and
- the alteration is reasonable and fair.

Note: Notice of an alteration must comply with *The Residential Tenancies Act*. A **Tenant** who is served with notice of an alteration may apply in writing to a residential tenancies officer within fifteen (15) days after receipt of the notice to have the notice reviewed by the residential tenancies officer.

Part 8 – Security Deposits

A security deposit is to provide security against

- the **Tenant's** failure to pay rent,
- the **Tenant's** failure to reimburse the **Landlord** for expenses incurred by the **Landlord** for the supply of heat, water, electric power or natural gas services to the premises if
 - the lease provides that the **Tenant** will pay the expenses incurred by the **Landlord** for the supply of the services, and
 - the rent does not include the payment by the **Tenant** for the provision of the services,
- the **Tenant's** failure to pay a late payment fee required by the **Landlord** under section 19.1 of *The Residential Tenancies Act* where the **Tenant** failed to pay the late payment fee after receiving a request in writing, dated and signed by the **Landlord** or an agent or representative of the **Landlord**, to do so, or
- the **Tenant's** failure to comply with **Tenant's** obligation under paragraph 4(1)(a) or (b) of *The Residential Tenancies Act* respecting cleanliness or repair of the premises or any chattels provided in the premises by the **Landlord**.

Type of Tenancy	Maximum Amount of Security Deposit
Week to week tenancy	Not more than one (1) week's rent
Tenancy of a mobile home site	Not more than three (3) month's rent
All other tenancies	Not more than one (1) month's rent

A security deposit is to be delivered to a residential tenancies officer by the **Landlord** or **Tenant**.

On the expiration or termination of a tenancy, there are several possible options in regards to the security deposit, including the following:

- **Option 1 – Security deposit transfer.** A **Tenant** who has already paid a security deposit to a residential tenancies officer in respect of other premises may apply to a residential tenancies officer, in accordance with *The Residential Tenancies Act*, to have the amount on deposit applied in respect of a security deposit required under a new lease.
- **Option 2 – Security deposit of overholding tenant kept in fund.** If a tenancy has expired or terminated and a new tenancy agreement is created between an overholding **Tenant** and a **Landlord**, the amount on deposit in the security deposit fund in respect of the expired or terminated tenancy shall remain in the security deposit fund to be used or returned on the expiry or termination of the new tenancy agreement.
- **Option 3 – Claim against a security deposit.** A claim against a security deposit for the **Tenant's** failure to comply with an obligation of the **Tenant** in respect of which the security deposit was made may be made by a **Landlord** within seven (7) days after the termination of the tenancy or within the period set out in subsection 8(12.02) or (12.021) of *The Residential Tenancies Act*, if applicable. After a proper investigation has been conducted the residential tenancies officer may use all or a portion of the amount on deposit with the residential tenancies officer toward the discharge of the obligation.
- **Option 4 – Security deposit used to satisfy settlement, judgment, decision or order.** If a claim referred to in subsection 8(12.1) of *The Residential Tenancies Act* is settled, in whole or in part, in favour of the **Landlord** before a proceeding commenced in respect of the claim has concluded, or if the proceeding, including all appeals from the proceeding, has concluded and relief is granted to the **Landlord** as a result of the proceeding, the residential tenancies officer shall, on being served with a copy of the settlement or with a copy of the judgment, decision or order in respect of the proceeding, use all or a portion of the amount on deposit with the residential tenancies officer toward the satisfaction of the settlement, judgment, decision or order.
- **Option 5 – Security deposit return.** If a tenancy has terminated and no application referred to under Option 1 has been made by the **Tenant** and Option 2 does not apply, the amount on deposit with the residential tenancies officer, after the application of subsections 8(12) and (12.1) to (12.8) of *The Residential Tenancies Act*, is to be returned to the **Tenant** within seven (7) days after a request in writing by the **Tenant**.

Part 9 – Assignment

Assignment of all of Tenant's rights under the lease

If a **Tenant** assigns all of the **Tenant's** rights under this lease as provided for under paragraph 6A of the lease, the **Tenant** is no longer liable for the obligations or entitled to the benefits of the lease, and in such a case the new **Tenant** assumes all of the obligations and is entitled to the benefits under the lease as if a party to the lease.

If a **Tenant** assigns a portion of the remaining term of the lease as provided for under paragraph 6A of the lease, the **Landlord** must serve any notice regarding the new **Tenant's** breach of obligations on the new **Tenant** and send a copy to the original **Tenant** in accordance with subsection 13(2.1) of *The Residential Tenancies Act*.

If the **Tenant** assigns a portion of the remaining term of the lease as provided for under paragraph 6A of the lease, the **Landlord** must serve notice of any increase in rent on the original **Tenant** and send a copy to the new **Tenant**. The original **Tenant** retains the right to elect to terminate the tenancy under section 11.1 or 25.4 of *The Residential Tenancies Act*.

Consent of Landlord required for assignment

A **Tenant** shall request consent to assign by giving a Request for Consent to Assign to the **Landlord** and a **Landlord** who does not reply in accordance with *The Residential Tenancies Act* within seven (7) days after service of the request is deemed to have given consent. (The request form is available at the Residential Tenancies Tribunal).

If the **Tenant** seeks to assign the **Tenant's** rights under the lease and the consent of the **Landlord** is required as provided for under paragraph 6B of the lease, the **Landlord** may

- consent and charge the **Tenant** a maximum of \$20,
- withhold consent, so long as consent is not withheld arbitrarily or unreasonably, or

- unless the **Tenant** is a tenant of a mobile home site or the assignment is for mortgage purposes or for a portion only of the remaining term of the lease, serve on the **Tenant** within seven (7) days after service of the **Tenant's** Request for Consent to Assign, a Notice to Quit, in writing, terminating the lease effective on the same day on which the requested assignment was to be effective. The Notice to Quit must comply with *The Residential Tenancies Act*.

If a **Landlord** of a mobile home site has refused to give consent to the assignment of the **Tenant's** rights, the **Tenant** may apply in writing to a residential tenancies officer to have the matter reviewed by the residential tenancies officer.

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