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the

PLIAN

notebook

PROVIDING NEWFOUNDLANDERS & LABRADORIANS WITH PUBLIC LEGAL EDUCATION AND INFORMATION SERVICES WITH THE INTENT OF INCREASING ACCESS TO JUSTICE.

Landlords & Tenants: *Know Your Rights*

In Newfoundland and Labrador, the *Residential Tenancies Act, 2000* governs the relationship between residential landlords and tenants.

The Act sets out the rights and responsibilities of landlords and tenants. It regulates matters such as rent increases, ending a tenancy, settling disputes, as well as addresses other issues. It should be noted that the *Residential Tenancies Act, 2000* does not apply to business/commercial tenancies (such as rental of an office space or other commercial spaces).

The **Department of Government Services, Residential Tenancies Division** is responsible for mediating and adjudicating disputes between residential landlords and tenants.

RENTAL AGREEMENTS

A rental agreement forms the basis of the relationship between landlord and tenant. Whether it is oral or written, the agreement is a legally binding contract between the two parties. The *Residential Tenancies Act, 2000* regulates this relationship.

The rental agreement (or “lease”) sets out what rent the tenant agrees to pay, the length of the rental term and states the premises the landlord agrees to provide. It may be

simple and brief, or it may contain extra conditions or obligations. Regardless of any verbal promises, any changes or additions to the rental agreement should always be in writing.

It is important to note that any added conditions or obligations in a rental agreement are not valid if they contravene the *Residential Tenancies Act, 2000*. A sample rental agreement is available at the Residential Tenancies website (<http://www.gs.gov.nl.ca/landlord>).

LANDLORD & TENANT RESPONSIBILITIES

The landlord and tenant have a number of obligations some of which we will highlight below. The information below comes from the Residential Tenancies Division’s website, and is only a partial list. For more detailed information visit <http://www.gs.gov.nl.ca/landlord>

A landlord must:

- Provide the tenant with a written notice of the landlord’s name, telephone number and address where documents may be served and, if the landlord has an agent responsible for the residential premises, they must provide that person’s name, telephone number and address. The landlord must immediately notify the tenant in writing of any change in



this information during the tenancy;

- Provide a written receipt for the rent and security deposit paid. The receipt should show the amount of rent received and for what period, the date it is received, and the address of the rental unit. The landlord is required to keep records of rent and security deposits received from tenants;
- Investigate complaints from the tenants of disturbances or repairs as soon as possible and try to resolve the problem;
- Not change or alter the lock or locking system during the tenancy without providing the tenant with a copy of the new key;
- Make repairs and keep the rental unit in good condition;
- Provide and maintain sufficient doors and locks

to make a unit reasonably secure, and cannot enter the rental unit without proper notice of entry, unless it's an emergency.

A tenant must:

- Pay the rent on time. Landlords may charge a late fee of \$5.00 for the first day the rent is in arrears and \$2.00 for each additional day the rent remains in arrears to a maximum of \$75.00;
- Request a receipt for all rent and any security deposit paid;
- Keep the rental unit clean at all times;
- Take reasonable care not to damage the premises, and if damage does occur, repair the damage properly within a reasonable period of time. You are also responsible for damages done by people you allow on the premises;
- Do not interfere with the peaceful enjoyment of others in the rental property or in any neighbouring properties;
- Obey the landlord's reasonable rules and regulations.

ENTRY & ACCESS

A landlord can normally enter rented premises only after giving advanced notice to the tenant or with the tenant's consent. For example, if the landlord wishes to show the premises to a prospective tenant after notice of termination has been given, the landlord must give at least 4 hours notice and for general inspection or entry for any other reason, the landlord must give at least 24 hours written notice. In the case of an emergency, the landlord may enter the rented premises at any time.

First Timer Renter? Being Prepared Helps.

Renting for the first time can be exciting and overwhelming at the same time. It's important to be prepared for this new role. Here are a few tips to consider.

INSPECT BEFORE YOU ACCEPT

An inspection should be one of the first steps taken before you accept responsibility for a rental property. The premises should be vacant during an incoming inspection, and the landlord and tenant should inspect the premises together. A Rental Premises Condition Report form is available on the Residential Tenancies Division's website. Write down any damages such as holes, scratches and burns. The landlord and tenant should then sign and keep a copy of the inspection report. When you finish your rental term, you will do an outgoing inspection as well.

UNDERSTAND YOUR RENTAL AGREEMENT

The rental agreement (or "lease") is a legally binding contract you enter into with your landlord. It specifies the rights and obligations of both the tenant and landlord. Carefully read the contract and ask plenty of questions. Consider speaking with a lawyer before you sign so that you are fully informed of the duties that flow from the agreement. The landlord must provide you with a copy of the signed agreement within 10 days after it is signed.

THE SECURITY DEPOSIT

A security deposit is a sum of money the landlord requires the tenant to pay at the beginning of a rental agreement, in addition to the rent paid. The amount depends on the type of rental agreement. If the premises are rented from week to week, the deposit cannot be greater than the first two weeks rent. For a month to month rental, the amount must not exceed three-quarters of the first month's rent. Where the premises are rented for a fixed term of 6 to 12 months,

TERMINATION NOTICES

Unless the landlord and tenant agree in writing upon a longer period of notice, **the tenant must normally give the following notice:**

- no less than 7 days before the end of the rental period in a week-to-week agreement
- no less than 1 month before the end of the rental period in a month-to-month agreement
- no less than 2 months before the end of the rental period in a fixed term agreement (i.e. 6-month or 1-year lease)

The landlord must give the following notice if terminating the rental agreement:

- no less than 4 weeks before the end of the rental period in a week-to-week agreement
- no less than 3 months before the end of the rental period in a month-to-month agreement
- no less than 3 months before the end of the rental period in a fixed-term agreement

A landlord also has the right to evict a tenant who will not leave after the landlord has given the proper notice.

The Department of Government Services, Residential Tenancies Division addresses many more questions about landlord-tenant relationships at their website: www.gs.gov.nl.ca/landlord/index.html. See page 6 of this newsletter for FAQs.



the deposit cannot exceed three-quarters of the first months rent if the rent was proportioned to a monthly payment. The landlord must provide the tenant with a written receipt for the security deposit.

TENANT'S INSURANCE

Regardless of how little you think your belongings are worth, consider how much it would cost you to replace everything you own - furniture, appliances, clothing, supplies and personal belongings. That's where tenant's insurance comes in. It's a way to help protect your belongings in the event of a fire, flood or other disaster. Your landlord's insurance will not normally cover the tenant's belongings. The tenant is therefore usually responsible to carry insurance on his or her personal belongings. Tenant's insurance is often quite affordable. It is worth inquiring into what tenant's insurance may be available and what it would cover.

For more first-time renters details, visit the FAQ section of the Residential Tenancies Division: www.gs.gov.nl.ca/landlord/index.html.



Message from the Executive Director

Public Legal Information Association of NL (PLIAN) is a non-profit organization dedicated to educating Newfoundlanders and Labradorians about the law. We provide public legal education and information services with the intent of increasing access to justice.

Many people in our province rent apartments and houses. The *Residential Tenancies Act, 2000* applies to residential tenancies in Newfoundland and Labrador. In this edition of PLIAN's newsletter, we want to help educate people on the rights and responsibilities of both tenants and landlords.

The Residential Tenancies Division of the Department of Government Services mediates and adjudicates disputes between residential landlords and tenants.

The Department has an excellent website with lots of information. It can be found online at <http://www.gs.gov.nl.ca/landlord>.

We hope you find this newsletter informative. Join us in learning more about residential tenancies in our province.

Best regards,

K. O'Keefe

Kristen O'Keefe
Executive Director

Settling Disputes: When Landlords & Tenants Disagree

The Department of Government Services, Residential Tenancies Division is responsible mediating and adjudicating disputes between residential landlords and tenants.

The Division can receive complaints from tenants or landlords, and may conduct an investigation and try to settle disputes between tenants and landlords.

If tenants or landlords have a problem, try talking first. If talking fails, the Residential Tenancies Division (Department of Government Services) strongly suggests on their website that you put the problem in writing to the other party and keep a copy for yourself. Give the other side a reasonable chance to respond in writing to your comments.

If the problem continues, document the problem as best you can and then contact Residential Tenancies Division for more information.

STARTING A CLAIM: If you have a problem you cannot resolve, for landlords or tenants, you may wish to start a claim. To start this process, contact the Residential Tenancies Division at (709) 729-2600 or 1-877-829-2608.

After you file your claim and a hearing date is set, you have to give a copy of your claim to the other party involved in the dispute. You must complete an Affidavit of Service to show you 'served' your Claim and Notice of Hearing on the other party.

Once the claim has been served, during the time before the hearing, your claim will be assigned to a mediator who will try to contact both parties involved to see if the dispute can be resolved. A mediated



(C) Cliff Jette/Sourcemia Group

agreement is voluntary, confidential and binding (enforceable) on all parties involved.

If an agreement is not mediated, the matter would proceed to a hearing where you may put forward your evidence to support your claim and submit a Hearing Expense form. A hearing officer will record the hearing and make a ruling in the matter.

The Department of Government Services, Residential Tenancies Division will try to notify all parties involved of the results within 14 days by registered mail.

If you are not satisfied with the results and feel that you have grounds for reconsideration, you can file a Request for Reconsideration with the Department.

Need a copy of the Residential Tenancies Act, 2000?

Access a **FREE** copy online at:
<http://assembly.nl.ca/Legislation/sr/statutes/r14-1.htm>



Disclaimer:

The information provided in this newsletter is general in nature and is not intended as legal advice. We strongly suggest you speak with a lawyer for specific legal advice.

“HERE & THERE”

Recognizing a Decade of Service

In this edition of Here & There (PLIAN’s staff section), we interview employee Kelly Brockerville, who is celebrating her **10th year** of employment with PLIAN. Congratulations Kelly!

Tell us about your role at PLIAN and where it all began.

I started working here in May of 2001 as a Legal Information Coordinator. Today, I’m the Office Manager, responsible for Accounts Payable, Accounts Receivable, Payroll and Human Resources. I also answer the Legal Information Line, manage the Lawyer Referral Service and act as Volunteer Coordinator, among other things.

What is your favourite part of your job? Any special memories to share?

Without a doubt, helping people is the best part of my job. It’s so rewarding. There’s never a dull moment, either. Everyday brings new clients with different inquires. One of my favourite PLIAN memories was helping plan and host the 2010 PLEAC Conference. It was amazing to be a part of such a large scale, national event. I loved every minute of it, especially the boat tour with the visiting delegates from across Canada and even a few from the UK!

What has changed about your job (and PLIAN) over the last decade?

The demand for our services has continued to increase, but of course, our clients’ needs are always changing. I can see a change as well in how people have started to show more interest in law, becoming more knowledgeable about it and wanting to self-represent in court. Also, PLIAN has always worked to improve access to our services and resources by making information and publications available online. As technology advances, we’re learning more about social media and webinars as potential ways to promote PLIAN’s services and resources.

What has been your biggest accomplishment in your life, so far?

My biggest accomplishment in my life would be giving birth to and raising my daughter. Being a mother is the most rewarding and amazing experience. I wouldn’t trade it for the world. Not even the sleepless nights!



LEGAL BEAGLE

Puzzlers from PLIAN



Hi folks --
It’s Molly the “Legal Beagle” back to puzzle you again!

This dapper looking fellow is **BRAVO**, a young rescue kitty who now has a good

life with one of our staff members.

As you can tell from his wise eyes, he was a lot of help this time around with creating a puzzle for you. His mom really likes hidden details and art, so he wanted to impress her with his puzzle-making skills.

Try it out and see how sharp your observation skills are. Simply find the 8 shapes shown along the bottom, which are hidden within the image (answer key on page 6; don’t peek!)

Have your furry friend featured in the Legal Beagle by e-mailing programs@publiclegalinfo.com.

MONEY MATTERS:

Deposits, Increases, Fees & Fines

There are a number of situations where increases, fees and fines come into play when a tenant rents a residential premises. Here are some:



SECURITY DEPOSIT

A security deposit is a sum of money the landlord requires the tenant to pay at the beginning of a rental agreement. The amount depends on the type of rental agreement (eg. if rented week-to-week, the deposit cannot be greater than the first two weeks' rent; for a month-to-month or fixed term rental agreement, the amount must not exceed three quarters of the first month's rent).

The landlord must return the security deposit to the tenant within 15 days after the tenant vacates the premises, unless the landlord has a claim for all or a portion of the security deposit. When a security deposit is refunded to a tenant, a landlord must also pay interest on the security deposit for the entire period the landlord has had it. If a landlord and tenant disagree on the status of the security deposit, either party can contact the Department of Government Services, Residential Tenancies Division to start a claim to determine the disposition of the money.

LATE RENT

In Newfoundland and Labrador, a landlord can charge \$5.00 for the first day the rent is late and \$2.00 for each additional day the rent is not paid up to a maximum of \$75.00.

FAILURE TO PAY RENT

Where a fixed term or monthly tenancy exists and the rent is in arrears for 15 days, a landlord may give a tenant a termination notice effective not less than 10 days after the day the notice is served. Where a weekly tenancy exists and the rent is in arrears for at least 3 days, the landlord may give a tenant a termination notice effective not less than 3 days after the notice is served.

If the rental arrears, (plus a late fee, if applied) are paid in full on or before the termination date, the Termination Notice is cancelled. However, where a notice for rental arrears is given to a tenant more than twice in the same 12 month period, the payment of all rental arrears on or before the termination date will NOT cancel the notice. A landlord may request the tenant to comply with a third notice and vacate the premises.

RENT INCREASES

Whether or not the landlord is permitted to increase the rent depends on the type of rental agreement. In a fixed term agreement, the landlord cannot increase rent during the term of the rental agreement. In a week-to-week or month-to-month agreement, the landlord **cannot** increase the rent during the first 12 months immediately following the commencement of the rental agreement however, after 12 months the landlord can increase the rent once a year. Notice must be given in accordance with the procedure set out in the *Residential Tenancies Act, 2000*.

Where the landlord and tenant agree in writing, the landlord may increase the rent, without notice, when the increase is due to the provision of a service, facility, privilege or thing, including a parking space, that was not previously provided under the rental agreement.

SPOTLIGHT:

In this edition, we are pleased to highlight the following organization:



Department of Government Services

RESIDENTIAL TENANCIES DIVISION

The Department of Government Services mediates and adjudicates disputes between residential landlords and tenants. Landlord includes an owner, a lessor or person who has authority to enforce the rights given to a landlord. A tenant includes a person who is entitled to use or occupy residential premises under a rental agreement.

SERVICES: Landlords' Guide, Rental Agreement, Security Deposits Calculator, Statutory Conditions, Tenants' Guide, Termination Notices, Complaint/ Dispute Resolution

CONTACT:

St. John's

5 Mews Place

P.O. Box 8700

St. John's, NL A1B 4J6

T: 709-729-2610 / 709-729-2608 / 709-729-5829

Toll Free: 1-877-829-2608

F: (709) 729-6998

Gander

Fraser Mall,

230 Airport Blvd

P O Box 2222

Gander, NL A1V 2N9

T: (709) 256-1019

Toll Free: 1-877-829-2608

F: (709) 256-1438

Corner Brook

The Noton Building

133 Riverside Drive

P.O. Box 2006

Corner Brook, NL A2H 6J8

T: (709) 637-2445

Toll Free: 1-877-829-2608

F: (709) 637-2905

ONLINE RESOURCES:

The Residential Tenancies Division's website contains department information and practical information for both landlords and tenants. Check them out online at: http://www.gs.gov.nl.ca/landlord/residential_tenancies.html



Questions & Answers

Residential Tenancy Law



Q. I keep asking my landlord to repair major problems in the house. Can I just withhold rent until he does?

A tenant cannot force a landlord to meet his or her responsibilities by withholding the rent. A tenant should always start by calling and then writing to the landlord outlining the maintenance work required. If the tenant has done this and the landlord does not fix the problem, or if any work carried out is not satisfactory, the tenant should contact Residential Tenancies Division. Not paying the rent may result in the landlord serving you with a termination notice.

Q. I've just sold my house, but I've got a very reliable tenant that the buyer is happy to keep. Do we need a new rental agreement for the new owner?

If the landlord sells the property, he or she must send notice (in writing) to the tenant, with the new landlord's name and telephone number. The new owner assumes the responsibilities of the landlord under the existing rental agreement. Essentially, the rental agreement continues as if there was no change in ownership. The new owner will be responsible for the security deposit, meaning he or she will be the one to refund the deposit whenever the tenant moves out in the future.

Q. I am a business owner and rent an office space. Does the *Residential Tenancies Act, 2000* apply to my commercial rental?

No, the *Residential Tenancies Act, 2000* does not apply to business/commercial rental agreements.

Q. Does the *Residential Tenancies Act, 2000* apply to verbal rental agreements?

Yes, the Act applies to a verbal rental agreement. While verbal leases are valid and enforceable, it is highly advisable to get your agreement in writing. Also worth noting is the difference between verbal rental agreements and verbal notices. For example, a landlord cannot increase the rent by giving a verbal notice. A written notice is required, however, to increase the rent. Termination notices must also be made in writing, whether it is the tenant who is leaving the premises or the landlord who is terminating the rental agreement.

Q. What types of residential premises are not covered by the Act?

There are certain premises that do not come under the Act, such as: (1) accommodations where meals and bed linens are provided; (2) accommodations where the owner shares bathroom and kitchen facilities with an occupant, as in a boarding home; (3) accommodations provided by an educational institution to its students (including units owned by Memorial University); (4) accommodations provided by religious, charitable or non-profit organizations; (5) accommodations in a hospital or nursing home; and (6) accommodations occupied on a transient basis provided in a hotel, motel, inn, tourist home or hostel. (Refer to Section 3 of the Act for more information concerning what accommodations are excluded.)

Q. My tenant is 4 months late on rent and won't respond to my calls. My wife thinks we should disconnect the power.

A landlord cannot, without written consent, disconnect any heat, water, or electric services on the premises. Likewise, the tenant is not permitted to disconnect any services on the premises without the landlord's consent.

Find more answers to Landlord & Tenant FAQs online:

http://www.gs.gov.nl.ca/faq/landlord_faq.html

DISCLAIMER:

The information provided in this newsletter is general in nature and is not intended as legal advice. We strongly suggest you speak with a lawyer for specific legal advice.



PUBLIC LEGAL INFORMATION
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