

General Info

What is the Residential Tenancies Act (RTA)?

In the province of Newfoundland and Labrador, the *Residential Tenancies Act, 2000* (RTA) oversees 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 many other issues.

Where can I get an official copy of the Residential Tenancies Act?

Official copies of the Act can be purchased for \$5.25 (including tax) at all Service NL locations and at Government Service Centres. Credit card, debit card, cash, cheque and money order payments are accepted. Cheques and money orders must be made payable to "Newfoundland Exchequer". You can order copies by phone using your credit card by calling 1-877-829-2608.

What does the Residential Tenancies Act *not* cover?

The RTA covers most rental housing in Newfoundland & Labrador. However, it does not apply to the following:

- Business or commercial tenancies, such as rental of an office space;
- Accommodations providing meals and bed linens;
- Where an owner shares bathroom and kitchen facilities with an occupant (i.e., a boarding home);
- Accommodations provided by an educational institution to its students (e.g., residence at Memorial University of Newfoundland);
- Accommodations provided by a religious, charitable or non-profit organization;
- Accommodations in a hospital or nursing home;
- Hotels, motels, inns, hostels, etc.

The above is not a complete list of exceptions. For more information, see section 3 of the RTA, found on the landlord and tenant section of the Service NL website:

<http://www.servicenl.gov.nl.ca/landlord/index.html>

Where can I get more information about the Residential Tenancies Act?

- Service NL - Residential Tenancies

Residential Tenancies is concerned with issues between residential landlords and tenants. Their services include: A landlords' guide, rental agreements, security deposit calculator, statutory conditions (a list of basic rights of tenants and landlords), a tenants' guide, termination notices, and complaint/dispute resolution.

Contact the following Residential Tenancies:

St. John's

Motor Registration Building
149 Smallwood Drive, PO Box 8700
Mount Pearl, 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
PO Box 2222
Gander, NL A1V 2N9
T: (709) 256-1019
Toll Free: 1-877-829-2608
F: (709) 256-1438
Corner Brook

Sir Richard Squires Building
84 Mount Bernard Avenue
PO Box 2006
Corner Brook, NL A2H 6J8
T: (709) 637-2445
Toll Free: 1-877-829-2608
F: (709) 637-2905

Before You Move In

Who should conduct an inspection?

An inspection should be the first step taken before a tenant agrees to a rental agreement. The property should be empty during an inspection, and **the landlord and potential tenant should inspect the premises together**. A Rental Premises Condition Report form is available on the "Before Renting" section of the Residential Tenancies website at http://www.servicenl.gov.nl.ca/landlord/condition_report.pdf

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. It is recommended that both parties take photos (date stamped) before beginning a new rental, and again once the rental has ended. This may help protect you against future claims. When you finish your rental term, you and the landlord should do another inspection.

What is a Rental Premises Condition Report form?

The Rental Premises Condition Report is completed, signed, and dated by both the tenant and landlord to show the condition of the rental property at the beginning and end of the rental agreement. Both landlords and tenants find that an inspection report is in their best interests: a tenant can use it to show there were damages before they moved in; a landlord can use it to show damages which were not there before the tenant moved in.

A Rental Premises Condition Report form is available on the “Before Renting” section of the Residential Tenancies website at http://www.servicenl.gov.nl.ca/landlord/condition_report.pdf

What is a rental agreement/lease?

Whether it is oral or written, the agreement is a legal contract between both parties. You need to know what you are agreeing to. The RTA states what must be included in this contract.

The rental agreement (or “lease”) sets out:

- what rent the tenant agrees to pay;
- the length of the rental term;
- the rental space the landlord agrees to provide;
- other conditions that must be followed.

It is important to note that any conditions or requirements in a rental agreement are **not valid** if they go against what is set out in the Act.

What are the types of rental agreement/leases?

There are different types of rental agreements. These include:

- week to week
- month to month
- fixed term – no less than 6 months and no more than 12 months

The type of rental agreement will decide when the rent is due and the minimum notice of termination to be given by the landlord or tenant.

What is included in a rental agreement/lease?

Each rental agreement, whether verbal or written, has certain basic rights and responsibilities under the *Residential Tenancies Act, 2000*. These are called **statutory conditions** and must be followed—even if the lease says otherwise. Anything in the rental agreement that goes against any of these basic rights is not legally binding.

Below is listing of the statutory conditions as found in section 8 of the RTA:

1. Obligation of the Landlord

(a) The Landlord shall maintain the premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.

(b) Paragraph (a) applies regardless of whether, when the landlord and tenant entered into the rental agreement, the tenant had knowledge of a state of non-repair, unfitness for habitation or contravention of a law respecting health, safety or housing in the premises.

2. Obligation of the Tenant

The tenant shall keep the premises clean, and shall repair damage caused by a wilful or negligent act of the tenant or of a person whom the tenant permits on the premises.

3. Subletting Premises

The tenant may assign, sublet or otherwise part with possession of the premises subject to the consent of the landlord, and the landlord shall not arbitrarily or unreasonably withhold consent and shall not levy a charge in excess of expenses actually incurred by the landlord in relation to giving consent.

4. Mitigation on Abandonment

Where the tenant abandons the premises, the landlord shall mitigate damages that may be caused by the abandonment to the extent that a party to a contract is required by law to mitigate damages.

5. Entry of Premises

Except in the case of an emergency, the landlord shall not enter the premises without the consent of the tenant unless:

(a) notice of termination of the rental agreement has been given and the entry is at a reasonable time for the purpose of exhibiting the premises to a prospective tenant or purchaser and a reasonable effort has been made to give the tenant at least 4 hours notice;

(b) the entry is made at a reasonable time and written notice of the time of the entry has been given to the tenant at least 24 hours in advance of the entry; or

(c) the tenant has abandoned the premises under section 27.

6. Entry Doors

Except by mutual consent, neither the landlord nor the tenant shall, during the use or occupancy of the premises by the tenant, alter a lock or locking system on a door that gives entry to the premises.

7. Peaceful Enjoyment

(a) The tenant shall not unreasonably interfere with the rights of a landlord or other tenants in the premises, a common area or the property of which they form a part.

(b) The landlord shall not unreasonably interfere with the tenant's peaceful enjoyment of the premises, a common area or the property of which they form a part.

8. Disconnection of Services

A landlord or tenant shall not, without the written consent of the other party to the rental agreement, disconnect or cause to be disconnected heat, water or electric power services being provided to the premises.

Must a landlord provide a signed copy of the lease to the tenant?

Yes; Under Section 5 and 6 of the RTA, a landlord has to provide a copy of the Act, free of charge, to the tenant, upon entering into a rental agreement.

Can the rental agreement be changed?

Yes. However, no matter whether a rental agreement is verbal or written, any changes to the agreement should **always** be in writing.

What is a security deposit?

A security deposit, sometimes called a damage 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 that will be paid.

How much is a security deposit?

The amount of the security deposit depends on the type of rental agreement:

- week-to-week rental payments: **security deposit up to 2 week's rent,**
- month-to-month: **up to ¾ of a month's rent,**
- fixed term (six to 12 months): **up to ¾ of a month's rent.**

Must the landlord provide the tenant with a receipt for the security deposit?

Yes, the landlord **must** provide the tenant with a written receipt for the security deposit.

How much time does the landlord have to return the security deposit after the tenant moves out?

The landlord does not own the security deposit. Unless the landlord has a claim for some or all of the security deposit, he/she must return it to the tenant, with any interest it gathered, **within 15 days** of the tenant moving out.

Can a landlord ask for pre-payments of rent?

While a landlord can ask for post-dated cheques to pay your rent, he/she **cannot** ask for any pre-payments of rent, such as pre-payment of the last week's or last month's rent. He/she also cannot ask for any single rental payment that is more than any other regular payment.

Is a tenant responsible to have insurance on their personal belongings?

No matter 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 is a way to help protect your belongings in the event of a fire, flood or other disaster. A landlord's insurance does not normally cover a tenant's belongings; a tenant is responsible for carrying insurance for their own personal belongings.

How am I protected from housing discrimination?

The Newfoundland and Labrador Human Rights Act, 2010 outlines the situations in which discrimination is prohibited.

The *Human Rights Act, 2000* protects individuals against discrimination based on certain personal characteristics. These personal characteristics are sometimes referred to as 'grounds'; these grounds include, but are not limited to, race, age, political opinions, sex, nationality, and marital status.

The Act's requirements apply to government, private business and individuals.

How do I file a complaint if I have experienced housing discrimination?

To make an inquiry or possible complaint about discrimination, you can phone the Newfoundland and Labrador Human Rights Commission at 709-729-2709 or toll free at 1-800-563-5808. Their website address is: <http://www.justice.gov.nl.ca/hrc/index.html>

Living in Your Place

What are the responsibilities of a landlord?

A landlord must:

- Give the tenant written notice of the landlord's name, telephone number and address and, if the landlord has an agent, they must provide that person's name, telephone number and address. The landlord must immediately tell the tenant, in writing, of any change in this information during the rental period;
- Look into complaints from the tenants of disturbances or repairs as soon as possible and try to fix the problem;
- Not change the locks or locking system during the rental period without giving the tenant a copy of the new key;
- Make repairs and keep the rental units in good condition;
- Have sufficient doors and lock to make a unit reasonably secure, and
- Never enter the rental unit without proper notice, unless in case of emergency.

The information above comes from the Residential Tenancies website, and is not a complete list. For more information, visit the landlord & tenant section of the Service NL website at http://www.servicenl.gov.nl.ca/landlord/residential_tenancies.html

What are the responsibilities of a tenant?

A tenant must:

- Pay the rent on time. Landlords may charge a late fee of \$5.00 for the first day the rent is late and \$2.00 for each additional day the rent is late to a maximum of \$75.00;
- Keep the rental unit clean at all times;
- Take 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;
- Not interfere with the peace of others in the rental property; and
- Obey the landlord's reasonable rules and regulations.

The information above comes from the Residential Tenancies website, and is not a complete list. For more detailed information, visit the landlord & tenant section of the Service NL website at http://www.servicenl.gov.nl.ca/landlord/residential_tenancies.html

Can the landlord enter the premises without permission from the tenant?

A landlord can normally enter rented premises only after giving written notice in advance to the tenant or with the tenant's permission. For example, if the landlord wishes to show the premises to a possible new tenant after notice of termination has been given, the landlord must give at least 4 hours notice. 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.

Neither the landlord nor the tenant can change the locks, except if they both agree.

Can the tenant sublet the apartment?

The tenant may sublet the apartment provided the landlord gives permission. The landlord cannot withhold permission without good reason.

Can the landlord disconnect services (i.e. heat, water, electricity) without informing the tenant?

Landlords and tenants must not, without written permission from the other party to the rental agreement, disconnect necessary services such as heat, water or electricity.

What is the protocol for rent paid in something other than money?

Where rent is paid, in part or in full, with something other than money, the landlord must give the tenant a written letter that says what the payment was in and the value of that item or service. If the item does not have a set value, the Director of Residential Tenancies will set the value of the item.

Can a landlord charge a fee for late payment of rent?

The landlord may charge a fee where the rent is not paid on time or where a cheque is returned by reason of “non sufficient funds” (NSF). Landlords may charge a late fee of \$5.00 for the first day the rent is late and \$2.00 for each additional day the rent is late to a maximum of \$75.00. If a rent cheque is returned N.S.F., a landlord may charge no more than \$25.00.

Can a landlord charge a fee if the tenant’s cheque was returned because of nonsufficient funds (N.S.F.) in the tenant’s account?

If a rent cheque is returned N.S.F., a landlord may charge no more than \$25.00.

Can a landlord increase rent at anytime?

A landlord cannot increase rent during the term of a fixed term lease.

For week to week or month to month rentals, a landlord cannot increase rent during the first 12 months of the rental agreement or more than once in a 12 month period after that.

Canceling a service, privilege, or accommodation could be considered a rent increase. For example, if the rental cost normally included utilities, and then a tenant was required to ‘POU’ (pay own utilities), this could be considered a rent increase.

If the landlord and tenant agree in writing, the landlord may increase the rent when the landlord begins providing a new service, privilege, or accommodation.

Can a landlord increase the rent by giving verbal notice?

Tenants must be told of a rental increase **in writing** no less than 8 weeks before such change in week to week rentals, and no less than 3 months before such change in month to month rentals.

Who should keep record of a tenant’s payments?

A landlord needs to keep an up-to-date record of all money received from the tenant because the Director of Residential Tenancies can visit a landlord and ask to see these records at any time.

Tenants should keep records and request a receipt for all rent and any security deposit paid.

Who should be contacted in case of harassment?

It is against the law for a landlord to harass a tenant, and for a tenant to harass a landlord. Since harassment can be hard to prove, it is a good idea to keep detailed notes about what is happening and if necessary, to contact the police or try to get legal advice.

Termination

What is a notice of termination?

A notice of termination is a written document that one person uses to tell the other that they planning to permanently leave the rented premises or end the rental agreement/lease.

What are the types of termination?

Unless the landlord and tenant agree in writing upon a longer period of notice for termination, the tenant must normally give the following notice if terminating the rental agreement:

- Termination Without Reason
 - *If the residential premises is a site for a mobile home* - landlord must give at least six months' notice before the end of the rental period, tenant must give at least one month's notice;
 - Fixed term*: landlord must give at least three months' notice before the end of the fixed term, tenant must give at least two months' notice;
 - Month to month*: landlord must give at least three months' notice before the end of the rental period, tenant must give at least one month's notice;
 - Week to week*: landlord must give at least four weeks' notice before the end of the rental period, tenant must give at least one week's notice.

- Shortened Termination Notices

-There are cases when the notice requirement may be shortened depending on the situation. Some of those situations are described below (not a complete list, for more information, please visit http://www.servicenl.gov.nl.ca/landlord/term_notice.html):

1. Termination for Failure to Pay Rent

- Where a fixed-term or monthly agreement exists:
 - the landlord may give a tenant a termination notice that if effective **10 days** or more after the day the notice is served when the rent is **late for 15 days**.
 - For example: Rent is due on June 1st, if not paid by midnight on June 15th, the land-lord can issue a notice on June 16th for termination on June 26th.
- Where a weekly rental agreement exists:
 - the landlord may give a tenant a termination notice effective no less **than 3 days** after the notice is served (when the rent is late for at least **3 days**).

Where the tenant pays the full amount of late rent, plus a late fee if that is a condition of the lease, before the date specified in the notice, the notice is cancelled and cannot be carried out. However, this rule does not apply when notice is given to a tenant more than twice within a period of 12 months.

2. Termination Where There is a Material Breach

- A material breach is an activity or thing that affects the value of the rental property. Examples may be smoking or having a pet when the rental agreement specifically does not allow smoking or pets.
- Where a landlord or tenant commits a material breach, the other party may give written notice of the breach along with a request to fix the problem. If the party who committed the breach fails to fix the problem, then the other party may give notice of termination. Where the premises are rented monthly, or for a fixed term, or are a site for a mobile home, notice of termination must be given no less than 1 month before the end of the rental period. Where rented weekly, notice must be given not less than 1 week before the end of the rental period.

3. Termination Where Premises Uninhabitable

- When a landlord fails to maintain a rental premises in acceptable living conditions, the tenant can give the landlord notice that the rental agreement is terminated and that he/she is leaving the premises immediately.
- When a tenant makes a premises unfit for living, the landlord can give the tenant notice that the rental agreement is terminated and that the tenant is required to leave immediately.
- Tenants cannot withhold rent, even if the landlord is not properly maintaining the premises. The tenant should contact the landlord in writing stating the problems, and if they are not fixed in a "reasonable amount of time" they can contact Residential Tenancies for help. The tenant would then be allowed to give notice of termination if the situation is not fixed or they could request a hearing.

4. Termination for Interference with Peaceful Enjoyment

- If a landlord interferes with the peaceful enjoyment of a tenant, the tenant may give written notice of termination effective no less than 5 days but no more than 14 days following the date notice was given.
- If a tenant interferes with the peaceful enjoyment of a landlord or other tenants, the landlord may give termination notice in writing to take effect no less than 5 days following the date on which notice was given.

5. Termination in Exceptional Circumstances

- Tenant may give 1 month's written notice, along with evidence, in special situations. These include ill health of the tenant, the tenant's income is reduced, ill health of a person who has been providing financial assistance towards the payment of tenant's rent, ill health of a family member when tenant is required to take up residence with that family member, tenant admitted to a nursing home, or tenant dies.

Can termination notice be verbal?

No, a termination notice **must** be in writing.

How can notice be given to the landlord or tenant?

Notice can be given to the landlord or tenant by:

- giving it in person;
- giving it to someone 16 years of age or older who lives with the person;
- placing it in the mailbox or under a door of the person's premises;
- sending it to the person by registered mail, express post, pre-paid to a location where the rent is payable or the landlord/tenant carries on business;
- sending it by courier; or
- any other method authorized by the Director

Where either the landlord or tenant is a company, the notice may be given personally to a company director, manager or officer as follows:

- by leaving it at the company office
- by sending it to the company by registered mail, express post, pre-paid or courier, or another method authorized by the Director.

How can a landlord evict a tenant?

If the tenant doesn't move out following valid notice, then the landlord can commence eviction proceedings. This requires making an application to the Director of Residential Tenancies. For more information about the eviction process and application cost, contact Residential Tenancies.

What is the protocol for abandonment of the premises by tenant?

Where a tenant has abandoned the premises, the landlord can take over the property.

Where a landlord intends to take over an abandoned rental property, they must give notice **24 hours** before taking action.

What is the protocol for abandoned personal property?

Where a tenant abandons property, the landlord must hold it in storage for **60 days** and provide a list of items to the Director of Residential Tenancies and to the tenant, if possible. A tenant wishing to collect their property has to pay the landlord's storage fees. Where the property has no monetary value, is unsanitary or unsafe, or is not worth the price of storage or sale, then the Director can allow the throwing away of the property.

Where a tenant does not take back their property, the property can be sold with the proceeds going to the landlord for storage fees, as dictated by the Director. The rest of the money must go to the Director with a written statement about the sale and distribution of the proceeds. The Director must hold these funds for the tenant, but if they are not collected in a year, they go into the consolidated revenue fund.

What is the protocol for seizure of property?

A landlord may not take your personal property under any circumstances.

The Residential Tenancies Board

What are the powers of the Director of the Residential Tenancies Board?

The Director of Residential Tenancies is responsible for the general administration of the RTA, exercising the powers and performing the duties of Director according to the Act, and providing information to landlords and tenants.

The Director can also determine a matter under a rental agreement or the *Residential Tenancies Act, 2000*. The Director may also assign duties, including mediation and adjudication of disputes, to the staff that the Director considers appropriate.

The Director and other staff authorized by the Minister can enter residential premises for the purpose of carrying out an investigation or inspection under the *Residential Tenancies Act, 2000*.

What is the time frame for submitting applications for investigations to the Residential Tenancies Board?

A landlord or tenant can, within **2 years** after the rental agreement ends, apply to the Director to determine whether a part of a rental agreement has been broken, or whether a requirement of the RTA has been violated.

A form and fee prescribed by the Minister must be submitted to the Director with applications. Once an application is made, the applicant has to serve the other parties to the matter with a copy of the application by personal service, registered mail, courier service or express post.

Can I withdraw my application for investigation?

An applicant *can* withdraw an application before an order is issued by the Director.

What will happen if my application is approved by the Director?

After the Director of Residential Tenancies receives an application and hasn't dismissed it, there are two possible outcomes:

1. The parties can be scheduled to attend a mediation session, where an attempt will be made to settle the matter. If the matter is settled, the parties will be required to sign a document of agreement which is binding and must be obeyed. It cannot be appealed.

2. If no agreement is reached, the parties may give evidence at a hearing before the adjudicator. Both landlord and tenant have the right to be represented by a lawyer at any stage of the proceedings. However, the process allows for a person to represent themselves.

After mediation or a hearing, the Director of Residential Tenancies can make an order that settles the dispute between the parties. For example, if money is owed, the Director can order it be paid. If the lease has been breached, the Director can order that the landlord or tenant act according with the terms of the lease. The Director can also make an order determining who is entitled to the security deposit or whether or not a Termination Notice is valid.

All orders are protected by law. A party who refuses to follow the order may face prosecution. Parties are able to make an application for reconsideration if they are not satisfied with the order of the Director. If the application for reconsideration is rejected, the applicant may file an appeal to the Supreme Court Trial Division.

Mediation Agreements do not qualify for reconsideration or appeal.

