



What is the *Residential Tenancies Act*?

In Newfoundland and Labrador rights of tenants and landlords in certain situations are covered by the *Residential Tenancies Act*. Some other rights come from rental contracts or other laws. It is important for you to know your rights while renting and to know when the *Residential Tenancies Act* applies to your situation and when it does not.

Am I covered by the *Residential Tenancies Act*?

Some housing situations are **not** covered by the *Residential Tenancies Act*. Rentals such as **boarding houses** and **bed-letting** are not covered in Newfoundland and Labrador. This means that your landlord does not have to do certain things, such as give you a notice period before eviction, although a notice period may be included as part of your rental agreement or contract.

If you live in an apartment, a basement apartment, or part of a house, you may be covered by the *Residential Tenancies Act*.

The following situations are **not** covered under the *Residential Tenancies Act*:

- Short-term rentals in hotels, motels, inns, tourist homes or hostels;
- Vacation homes used for seasonal or temporary periods;
- Rentals for penal, correctional, rehabilitative or therapeutic purposes;
- Rentals used to temporarily shelter persons in need;
- Hospitals, nursing homes, or retirement homes;
- Rentals from schools for students;
- Rentals from religious, charitable, or non-profit organizations for purposes they have established;
- Rentals from cooperative housing corporations (co-ops) to members;
- Rentals that are under the same rental agreement as your business;
- If you have to share a bathroom or kitchen with the owner who lives in the same building (i.e. boarding house)
- If meals or bed linens are provided (i.e. boarding house);
- A government agency that pays your rent;
- Rentals related to a transfer clause in a mortgage, where a security interest has been created in the residential premises

I'm not covered under the *Residential Tenancies Act*. What can I do to protect myself?

The best way to protect yourself in any situation is to make an agreement with your landlord. Write down and keep a signed copy of your agreement for your own records and for any future disagreements with the landlord.

Date and sign the agreement, and have your landlord date and sign the agreement. If possible, do this in front of a witness.

What should I consider in making a rental agreement?

There are many things you can put in rental agreements. You can negotiate almost anything you want, so long as it is not illegal.

Some things to consider are:

- Length of agreement (weekly, monthly, yearly, etc.);
- Total cost of your rent (rent, additional utilities, internet, phone, etc.);
- How much notice your landlord must give you before ending the agreement;
- How much notice you must give your landlord before ending the agreement;
- Who has to repair and maintain the unit/room;
- Who has to clean the unit/room;
- Whether or not the rental/room will be furnished or unfurnished;
- When a landlord may enter a rental/room, and how much notice they must give;
- How much a landlord may charge for late payments and if they can evict you immediately for late or missed payment(s);
- Parking;
- Anything else important to you (internet, phone, etc.)

Agreements do not guarantee you protection against wrongdoings. They help both you and your landlord know what must be done. They can also be used as evidence in court.

Obligations of Tenants under the *Residential Tenancies Act*

The following lists some, but not all, obligations of tenants:

- Tenants cannot unreasonably interfere with the rights of the landlord(s) or other tenant(s) in the housing, common areas they share, or the property the landlord(s) or tenant(s) use.
 - This means you cannot do things such as:
 - Stopping landlords from letting them show the rental to new possible renters.

- Blocking repairs that need to be completed.

- Tenants must keep the rental unit clean.
- Tenants must repair damage they cause accidentally or on purpose.
- Tenants cannot disconnect water, heat, or electricity without consent of the landlord.

Obligations of Landlords Under the *Residential Tenancies Act*

The following lists some, but not all, obligations of landlords:

- Landlords cannot unreasonably interfere with tenant's peaceful enjoyment of the housing, common areas, or property of which the tenants live.
 - This may mean they cannot do things such as:
 - repairs late at night;
 - blocking entrance to a rental unit; or
 - leaving the rental unit dirty or in disrepair.

- Landlords must keep the rental unit in good conditions for living.
- Landlords must give you 24 hours notice of entry unless you abandon the unit.
- If the landlord gives you notice of termination of renting they must give you 4 hours notice before showing the unit to new renters.
- Landlords cannot disconnect water, heat, or electricity without consent of the tenant.
- Landlords must give notice to tenants to terminate a rental agreement.

I have a problem with my landlord/tenant. What can I do?

If you have a problem with your landlord or tenant the first thing you should do is ask them about the problem. There may have been a misunderstanding of the situation. Often, this can solve many problems.

I've talked to my landlord/tenant but nothing has been done about my problem.

If you have spoken to your landlord or tenant about the problem and nothing has changed, you may want to start a claim with Service NL. Claim forms can be found online here:

http://www.servicenl.gov.nl.ca/forms/pdf/Claim_and_Notice_of_Hearing.pdf.

You may also find information on completing your claim form through the Service NL website here: http://www.servicenl.gov.nl.ca/landlord/comp_claim_form.pdf.

Your claim can be submitted to the following Service NL offices:

- **Eastern Newfoundland**
Motor Registration Building
149 Smallwood Drive, Mount Pearl
P.O. Box 8700, A1B 4J6
Tel: (709) 729-2608 / 729-2710 / 729-5829
Fax: (709) 729-6998
- **Central Newfoundland**
Fraser Mall
230 Airport Boulevard, Gander
P.O. Box 2222, A1V 2N9
Tel: (709) 256-1420
Fax: (709) 256-1438
- **Western Newfoundland**
Sir Richard Squires Building
84 Mount Bernard Ave, Corner Brook
P.O. Box 2006, A2H 6J8
Tel: (709) 637-2445
Fax: (709) 637-2498

You must *serve* the other person. This means you must notify the other person that you have a problem and are bringing a claim against them at a hearing.

After you have *served* the other party, you must complete an "Affidavit of Service" form. This can be found by contacting a service NL office (listed below) or online here:
http://www.servicenl.gov.nl.ca/landlord/affidavit_of_service.pdf.

Service NL will then try to have mediation between you and the other person to solve the problem. This process is voluntary. You do not have to participate if you do not want to. Mediation decisions are legally binding on the parties involved and may not be appealed. This means that whatever is decided in mediation you must follow, even if you disagree with the decision.

Mediation uses someone to act like a judge to solve disputes. Mediators are usually lawyers or professionals who encourage you to tell your side of a problem. Mediation is usually a better option to solving problems than court, as you have more say in solving problems.

I don't want to try mediation or mediation did not work. What now?

If mediation is unsuccessful you may have a hearing to come to a decision. Hearings are similar to court, but are more informal.

If you decline mediation upon suggestion/request, you may continue with your claim. If you attempt mediation but it is unsuccessful you may have to re-file your claim with Service NL.

Proceeding to a hearing

If you choose to proceed to a hearing you must also complete a hearing expense form. This can be found at a service NL office (listed below) or online here:

http://www.servicenl.gov.nl.ca/landlord/hearing_expense_claim.pdf.

At the hearing

During the hearing both you and the other person will have the chance to tell your side and give evidence. Evidence is **very** important to hearings to support your case. Be sure to bring **ALL** forms of evidence you have to support your case. Acceptable forms of evidence may be, but are not limited to:

- Photographs / Videos
- Receipts
- Written rental agreements / contracts / leases
- Witnesses
- Rental receipts
- Notices of any kind (eviction, termination, repair, etc)
- Any letters you have mailed or received
- Any information that may be important to your dispute / problem

It is important to document any problem you have had, even before it becomes an issue that needs resolving through hearings, mediation, or court. This will always be helpful to support your case.

Evidence documentation example:

If you have mold in your apartment and you ask your landlord to clean and repair the damaged areas, record the date you asked, when work was completed, and when the mold returned (if it returned). Photographs of before, after, and when the mold returned are useful to your case.

For more information on hearings you can contact service NL (office locations on pages 1-2), or visit the following webpage: <http://www.servicenl.gov.nl.ca/landlord/hearing.pdf>.

When will I learn the decision of my case?

There is no strict timeline for decisions. Service NL tries to notify parties of decisions within 14 days of a hearing, but there is no guarantee that this will be the timeline for your case.

Starting a claim checklist

Make sure you complete the follow items to ensure your claim for a hearing is an effective way to end your dispute:

- [] Make copies of any evidence you may have (receipts, leases, etc.)
- [] Complete Claim and Notice of Hearing form
- [] Submit completed Claim and Notice of Hearing form
- [] Serve other person **BEFORE** hearing
- [] Completed an Affidavit of Notice form stating you served the other party
- [] Submit completed Affidavit of Notice form
- [] Mark the date of your hearing on your calendar
- [] Prepare your evidence and anything you want to bring to your hearing

A note on landlord/tenant relationships

Tenants

Landlord and tenant relationships can be hard relationships. As a tenant you need to do everything you can to help make sure your landlord knows if you have any problems, need something repaired, or if you have a concern with your rental unit.

You should always try to first talk to your landlord. If this does not work you should then seek other options, such as having a hearing through Service NL to resolve your disputes or problems.

Landlords

If you are a landlord and have problems with your tenant, be sure to keep checking your unit. Be sure to give appropriate notice whenever you want to visit the unit. It is often easier and cheaper to solve problems instead of court.

Try to talk with your tenant to solve any problems before issues become big. If this does not work you should then seek other options, such as having a hearing through Service NL to resolve your disputes or problems.