



Residential Tenancies Act, 2018

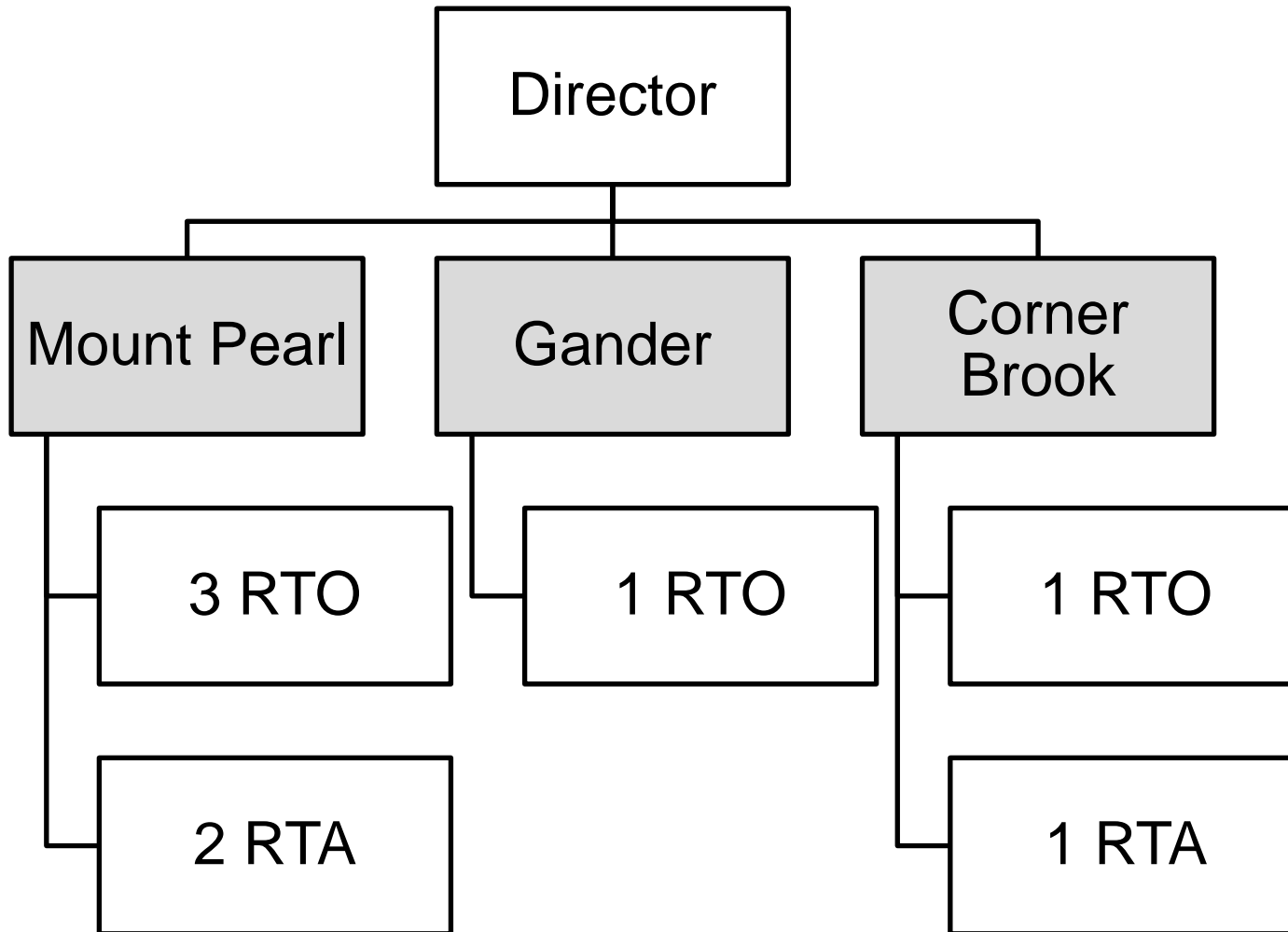
Jean Bishop – Director of Residential Tenancies

September, 2018

Our Mission

- **To protect residential tenants and landlords by providing:**
 - information on their rights and obligations under the Residential Tenancies Act; and
 - effective and efficient dispute resolution services through mediation and adjudication.

Organizational Structure



Demand for Service

2017	East	Central	West	Total
Telephone Calls	19,944	2,088	5,724	27,756
Applications	907	63	130	1,100
Orders				50%
Mediations				13%
Dismiss/Withdraw				37%

Rental Agreement

Section 2

- **Written**
- **Oral**
- **Implied**
- **A Tenant is granted the right to possess or occupy residential premises on the condition that rent is paid to a Landlord**

RTA Does not Apply

Section 3

- Hospitals
- Tourist establishments
- Vacation home
- Prisons
- Temporary shelters
- Nursing homes
- University and college residences
- Co-ops
- ~~Boarding Houses~~
- ~~Living accommodations provided by religious, charitable or non-profit organizations~~
- Commercial properties
- Rent to own agreements

Rental Agreement

Section 7

- **Landlord is required to provide the tenant:**
 - Copy of Residential Tenancies Act and Regulations (tenant may be asked to sign receipt)
 - Copy of any written rental agreement within **10** days after it is signed.
 - **Written notice of provisions in any oral or Implied rental agreement within 10 days of agreement entered into.**

Rental Agreement

Section 7

- **Landlord is required to provide the tenant:**
 - Landlord's name, telephone number and address where documents may be received, delivered or served by the tenant
 - Agent's name, telephone number and address where documents may be received, delivered or served by the tenant

Rental Agreement

Section 7

- **Tenant may withhold rent if landlord fails to provide to the tenant:**
 - Copy of the executed written rental agreement;
or
 - **Written notice of an oral or implied agreement entered into.**

Types of Rental Agreements

Section 8

- **Periodic**
 - Week to Week;
 - Month to Month

- **Fixed Term**
 - 6 to 12 months

Statutory Conditions

Section 10

- **Landlord**
 - maintain the rental premises in a good state of repair and comply with any laws respecting health, safety or housing.
- **Tenant**
 - keep the premises clean and repair any damages caused by him/her or anyone they permit on the premises.

Statutory Conditions

Section 10

- **Subletting or Assigning**
 - **Tenant is permitted to sublet or assign the premises with the landlord's written consent**
 - Landlord cannot refuse a sublet or an assignment without a reason and can only charge for expenses incurred in relation to the consent to sublet or assignment.

Statutory Conditions

Section 10

- **Mitigation on Abandonment**
 - Landlord is required to minimize losses that may be incurred by a tenant abandoning the rental unit by seeking to re-rent the property as quickly as possible.

Statutory Conditions

Section 10

- **Entry of Premises**

- Landlord is prohibited from entering the premises without the consent of the tenant unless:

- Case of emergency
- 24 hour written notice, reasonable time of entry time; or
- 4 hour notice, reasonable time where notice of termination has been given

Statutory Conditions

Section 10

- **Entry Doors**

- Unless a landlord and tenant agree otherwise, the landlord or tenant shall not change the locks on a rental unit.

Statutory Conditions

Section 10

- **Peaceful Enjoyment & Reasonable Privacy**
 - Tenant shall not interfere with the reasonable privacy or rights of the landlord or other tenants;
 - Landlord shall not interfere with the tenant's reasonable privacy or peaceful enjoyment of the premises

Statutory Conditions

Section 10

- **Disconnection of Services**
 - The landlord and tenant shall not, without the consent of the other, cause the heat, water or electrical power to be disconnected to the rental unit.

Security Deposit

Section 14

- **Week to week**
 - 2 weeks rent
- **Month to Month**
 - $\frac{3}{4}$ month rent
- **Fixed Term**
 - $\frac{3}{4}$ month rent

Security Deposit

Section 14

- Money paid by a tenant and held by the landlord as security against the liability of the tenant
- Not rent
- Not an asset of the landlord
- Not a holding deposit

Security Deposit

Section 14

- Landlord must provide a receipt if security deposit is paid
- Landlord must hold in separate trust account if 3 or more rented premises
- Landlord must return security deposit within 10 days after termination of tenancy
 - No agreement reached regarding disposition; or
 - Claim filed to apply the security deposit

Security Deposit

Section 14

- **Tenant files claim for return of security deposit**
 - Landlord has 10 days to file claim to apply the security deposit
- **If Landlord does not file claim in response**
 - No hearing
 - Order issued for landlord to return security deposit to tenant.

Rent Increase

Section 16

- **Week to week rental**
 - Not less than 8 weeks before effective date
- **Month to month**
 - Not less than 6 months before effective date
- **Fixed term**
 - Not less than 6 months before effective date

Termination – No Cause

Section 18

- **Landlord Notice to Tenant**
 - **Week to week**
 - Not less than 4 weeks before the end of the rental period
 - **Month to Month**
 - Not less than 3 months before the end of the rental period
 - **Fixed Term**
 - Not less than 3 months before the end of the fixed term

Termination – No Cause

Section 18

- **Tenant Notice to Landlord**
 - **Week to week**
 - Not less than 7 days before the end of the rental period
 - **Month to Month**
 - Not less than 1 month before the end of the rental period
 - **Fixed Term**
 - Not less than 2 months before the end of the fixed term

Termination – Exceptions

Section 18

- **Tenant Notice to Landlord**
 - Not less than **1 month** to the end of the rental period
 - Tenant ill health where income is reduced;
 - Tenant required to live with ill family member;
 - Tenant is admitted to a nursing home;
 - Tenant dies

Termination – Cause

Section 19

- **Failure to Pay Rent**
 - Notice after 5 days late rent,
 - Termination not less than 10 days after notice

Termination – Cause

Section 20

- **Material Breach**
 - Notice to remedy the breach within a reasonable time,
 - Termination not less than one month before the end of the rental period

Termination – Cause

Section 21

- **Premises Uninhabitable**
 - Notice to be effective immediately may be given by either the landlord or tenant (e.g. disconnection of electrical power or water)

Termination – Cause

Section 22

- **Tenant Obligation Not Met**
 - Tenant fails to keep the rental premises clean or repair any damage caused by a willful or negligent act;
 - Notice to comply within 3 days
 - Termination not less than 5 days after notice

Termination – Cause

Sections 23 & 24

- Interference with **Reasonable Privacy** or Peaceful Enjoyment
 - Tenant Notice
 - Notice of termination not less than 5 days and not more than 14 days after notice
 - Landlord Notice
 - Notice of termination not less than 5 days after notice

Termination – Cause

Section 25 & 26

- **Domestic Violence**
 - **Tenant Notice**
 - Obtain certificate
 - Not less than 30 days notice
 - Rental agreement is terminated for all

Termination – Invalid Purpose

Section 29



- **Invalid Purpose**

- Retaliation for the tenant from securing their rights under the RTA
- Tenant may apply to the director no later than **1** month after receiving the notice to contest the notice

Termination – Abandonment

Section 31

- **Tenant has vacated the premises**
- **Rental agreement is not terminated**
- **Rent is overdue**

Abandoned Property

Section 32

- Landlord cannot seize a tenant's property for any reason
- Landlord must apply to Residential Tenancies Section for authorization to dispose

Abandoned Property

Section 32

- Inventory property left behind
 - Document
 - Photos
- **Hold for 30 days**
- **Can store in rental premises**
- Make application to dispose of property

Notice Requirements

Section 34

- **Must be in writing in form prescribed**
- **All fields must be completed**
 - Name and address of recipient
 - Rental address
 - Section of the Act under which notice is given
 - Signature of person giving notice

Service Requirements

Section 35

- **Electronic**
- Giving it personally
- Giving it to a person 16 years of age or older
- Posting it in a conspicuous place
- Placing it in the mailbox or under a door
- Sending it by registered mail, express post,
- Courier service

Service Requirements

Section 35

- **Substituted Service**
 - Demonstrate that other approved methods of service have been tried and failed
 - Approval required

Application to Director

Section 42

- **One year from the termination of the rental agreement**

Order without Hearing

Section 48

- Threat to the safety or security of a landlord or tenant
- **Property at significant risk**
- **Return of security deposit**
- Ex-parte
- High burden of proof

Appeal of Decision

Section 47

- **Reconsideration eliminated**
- **Appeal direct to Supreme Court**

Offences

Section 51

- **Fines**
 - Individual maximum of \$3,000
 - Corporation maximum of \$10,000
- **Imprisonment**
 - Maximum of 4 months

Contact Info:

- Telephone
 - 1.877.829.2608
- Email
 - LandlordTenant@gov.nl.ca
- Website
 - <http://www.servicenl.gov.nl.ca/landlord/index.html>