

YOUR RIGHTS & RESPONSIBILITIES AS A TENANT



As a tenant, you have the right to live in a safe and clean environment. Your home should be in good repair and should have adequate water, heat, light, and toilets.

Your home should be safe.

The **City of St. John's** has prepared this guide to help tenants to understand their rights and responsibilities.

The City of St. John's is committed to ensuring that there are acceptable standards of housing for all citizens. We urge tenants and lodgers to report any/all unsafe conditions.

If you have a concern about the standard of the housing where you are living, you may call:

**City of St. John's
Building Inspections**

Call: 311



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ST. JOHN'S

Tenant Rights



- ✓ Rent cannot be increased for the first year you live in a new rental unit.
- ✓ Rent can only be increased once in a 12-month period, with 6 months written notice.
- ✓ If you sign a written rental agreement, the landlord **MUST** provide you with a copy.
- ✓ If you enter into a verbal rental agreement, the landlord must provide you with a written notice containing all of the information found in the Rental Agreement Notice Regulations (<https://www.assembly.nl.ca/Legislation/sr/regulations/rc180120.htm>).
- ✓ Landlords are required to provide you with a copy of the Residential Tenancies Act. This can be a paper copy, or an electronic format such as a PDF if you have provided an electronic address for receiving documents.
- ✓ The most a landlord can charge for a security deposit is $\frac{3}{4}$ of the monthly rent amount. Deposits must be returned within 10 days of your rental agreement ending, unless a claim is filed with Service NL.
- ✓ Any rent increases or other notices from the landlord must be in writing and state the section of the Act under which the notice has been given.
- ✓ A landlord cannot change the locks, or disconnect any service, while you are living in the rental unit.
- ✓ Except in an emergency, a landlord must provide 24 hours notice, in writing, if they wish to enter the rental unit.
- ✓ Landlords must make necessary repairs in a timely manner. Requests for repairs must be made in writing.

Knowing your rights is important, so we have put together some information about your most common rights as a tenant. You may have other rights as well. If you have questions about your rights as a tenant, please see Page 12 of this guide.

Definitions

Landlord	The person or company you are renting from.
Tenant(s)	Person(s) who are entitled to occupy a rental unit under a rental agreement.
Roommates	People you share common space with, like a kitchen or bathroom.
Rental Agreement	A written agreement that states the rules and conditions of renting.
Fixed-Term Rental Agreement	A rental agreement that covers a period that is not less than six months and not more than twelve months.
Rental Unit	The house, apartment, or room that you are renting.
Termination Notice	Notice from the landlord that you must move out of the rental unit.



The Residential Tenancies Act does NOT apply in some situations, including:

- ⇒ Hotels, motels, inns, tourist homes, hostels, vacation homes, etc.
- ⇒ Accommodations for penal, correctional, rehabilitative or therapeutic purposes
- ⇒ Emergency shelters
- ⇒ Hospitals, nursing homes or personal care homes
- ⇒ Educational institutions
- ⇒ Transient accommodations provided by a religious, charitable or non-profit organization
- ⇒ Co-operative housing where its members or shareholders occupy the living accommodations

There may be some other cases in which the Residential Tenancies Act does not apply. If in doubt, contact Service NL using the information found at the end of this guide.

Tenant Responsibilities

Having a good relationship with your landlord, roommates, or other tenants is important while renting. Being respectful towards each other can help improve the rental experience.

By following the guidelines found here you can avoid many of the common problems faced by tenants.



Tenants MUST

- ✓ Pay rent on time, and as agreed to in the rental agreement. For more information on what could happen if you are late paying rent, please see Page 9 of this guide.
- ✓ Keep the rental unit clean. Garbage should be removed often and not be left inside or outside of the rental unit for long periods of time. Tenants should do regular housekeeping such as cleaning the floors and bathroom, etc.
- ✓ Repair any damage caused by the tenants or their guests. If damage has been caused that the tenant cannot repair, they should tell the landlord right away.
- ✓ Report any problems requiring maintenance to the landlord right away. It's important to report things like leaking pipes to the landlord as soon as possible to minimize the amount of damage.
- ✓ Provide proper written notice to the landlord if they plan to move out.
- ✓ Put any notices to the landlord in writing and state the section of the Act that the notice has been given under.

Tenants must NOT

- ✗ Do anything that keeps the landlord or other tenants from being able to enjoy the rental property.
- ✗ Break any rules that were agreed upon or are found in the rental agreement, such as rules about pets or smoking inside the rental unit.
- ✗ Change the locks on the rental unit without permission from the landlord.
- ✗ Disconnect heat, water, or electrical while living in a rental unit. Tenants also should not transfer electrical service back into the landlord's name until the end of the rental agreement.
- ✗ Rent out any part of the rental unit to someone else without first asking for permission from the landlord.
- ✗ Allow anyone else to live in the rental unit without asking for permission from the landlord.
- ✗ Withhold rent from the landlord for any reason unless permitted by the Residential Tenancies Act or authorized in advance by Service NL.



- ⇒ If you do not follow these rules, the landlord may give you a written notice asking you to fix the problem. If you do not fix the problem after getting a written notice from the landlord you can be evicted.
- ⇒ You must follow these rules even if you are having problems with your landlord. If you are having problems with your landlord you should refer to Page 12 of this guide for information about who to contact for help.

Landlord Responsibilities



The law sets out some rules and procedures that all landlords must follow. When landlords and tenants work together many issues can be resolved quickly and easily.

As a tenant, understanding your landlord's obligations can help you protect your rights. We've listed some of the most common issues here.

If you have questions about your rights as a tenant, or the obligations of your landlord, you can find more information on Page 12 of this guide.

Landlords MUST

- ✓ Keep the rental unit in a good state of repair. Landlords should address maintenance requests in a timely manner.
- ✓ Comply with all health, safety, and housing laws.
- ✓ Put any notices to the tenant in writing and state the section of the Act that the notice has been given under.
- ✓ Ensure they are treating tenants fairly and in accordance with the Human Rights Act.
- ✓ Provide a signed copy of the rental agreement to the tenants or a written notice containing all the information found in the Rental Agreement Notice Regulations (<https://www.assembly.nl.ca/Legislation/sr/regulations/rc180120.htm>) if entering into a verbal rental agreement, along with a copy of the Residential Tenancies Act.
- ✓ Submit an application to Service NL if there is a claim for any of the security deposit.

Landlords must NOT

- ✗ Do anything that keeps tenants from being able to enjoy the rental property.
- ✗ Change the locks on the rental unit without permission from the tenant. The tenants must be given keys to the new locks immediately.
- ✗ Disconnect heat, water, or electrical service, while tenants are living in a rental unit.
- ✗ Enter a rental unit without providing twenty-four hours notice in writing, except in an emergency (fire, flood, etc.)
- ✗ Increase rent during a fixed-term rental agreement, or more than once in a twelve-month period for month-to-month tenants.
- ✗ Terminate a rental agreement or threaten, intimidate, or harass a tenant, a member of a tenant's family, or a guest in retaliation for a tenant asking about, or enforcing, their rights under the law.



- ⇒ If a landlord is unsure of the rules or procedures to follow in a specific case, they should seek clarification **BEFORE** making any decisions that may impact their tenants. It's easier to do the right thing the first time than it is to fix a mistake after!
- ⇒ If a property is sold to a new owner all the same rules apply to the new owner. The new owner is also responsible for returning the security deposit upon termination of the rental agreement.

Property Standards

In the Residential Property Standards By-Law the City of St. John's sets out the minimum standards for residential properties within the city. All residential property owners are required to follow these standards, including residential landlords.

The Residential Tenancies Act requires landlords to comply with all laws relating to health, safety, and housing. Following these standards can help ensure the safety of all occupants and visitors.



Outside

Property owners must ensure the exterior of their property does not appear neglected. This includes, but is not limited to:

- ⇒ Keeping exterior walls of a dwelling maintained in good repair and free from holes or excessively worn surfaces
- ⇒ Painting or treating exterior surfaces
- ⇒ Fixing broken or missing windows and doors
- ⇒ Not allowing accumulation of garbage and debris
- ⇒ Not storing wrecked or inoperative vehicles
- ⇒ Removing materials that are likely to attract rodents
- ⇒ Ensuring grass is cut
- ⇒ Keeping exterior stairs to a dwelling in good repair
- ⇒ Keeping railings and handrails for stairs or patios in good condition
- ⇒ Keeping fences and accessory buildings in good repair

Inside

Property owners are responsible for maintaining the interior of the dwelling unit. This includes, but is not limited to:

- ⇒ Having operable smoke alarms on all floors of the dwelling, and located adjacent to sleeping rooms
- ⇒ Keeping floors, walls, ceilings and other surfaces in good condition, free from holes
- ⇒ Ensuring sleeping areas have at least one window that opens and meets minimum escape requirements (areas not less than 0.35 m² (3.8ft²)). The opening must be big enough to crawl out of in an emergency.
- ⇒ Repairing or replacing defective or missing window or door hardware
- ⇒ Keeping all electrical components such as outlets, switches, and lights in good working order
- ⇒ Ensuring there is no excessive use of extension cords
- ⇒ Keeping all plumbing fixtures in good working order
- ⇒ Ensuring every dwelling unit has hot and cold running water and adequate heat



- ⇒ Landlords or tenants that have questions about Property Standards, or anyone wishing to report a Property Standards violation, can contact the City of St. John's by calling 311 or 709-754-2489
- ⇒ The City of St. John's Residential Property Standards By-Law can be found at <http://www.stjohns.ca/bylaws.nsf/nwByLawNum/1140>

Family Violence



If the safety of you or your children is at risk because of family violence you may apply to Service NL for permission to terminate your rental agreement early if you need to leave the abusive situation. This only applies if you have a fixed-term rental agreement.

If you need to terminate a rental agreement for this reason you must apply to Service NL for a certificate first, and give the landlord a copy of the certificate with the termination notice.

Before a certificate to terminate your rental agreement will be granted you must provide **ONE** of the following, along with your application, to the Director of Residential Tenancies:

Court Order

If you already have any of the following court documents you may file with Service NL for permission to terminate your rental agreement without requiring any further documentation:

- ⇒ a copy of an emergency protection order granted under the Family Violence Protection Act
- ⇒ a restraining order
- ⇒ a peace bond or other court order that is in place to prevent a person who is alleged to have committed family violence against the tenant or a child residing with the tenant from contacting or communicating with the tenant or a child residing with the tenant

OR

Statement of Professional

If you do not have a court order you will require a statement from one of the following, acting in his or her professional capacity, indicating his or her opinion that the tenant or a child residing with the tenant has been the subject of family violence:

- ⇒ a medical practitioner, registered nurse or nurse practitioner, practical nurse, social worker, psychologist
- ⇒ a member of the Royal Newfoundland Constabulary or the Royal Canadian Mounted Police
- ⇒ an individual employed by an agency or organization to assist individuals for whom the agency or organization provides accommodation in an emergency or transitional shelter because of violence or abuse



- ⇒ The Director of Residential Tenancies has five business days after receiving an application to either issue a certificate or deny the application. A decision by the director is final and not subject to review or appeal. If an application is denied you can apply again if the circumstances change.
- ⇒ A certificate issued by the Director for this reason is only valid for 90 days after it is issued. Once 90 days has passed you would need to apply again for a new certificate.
- ⇒ A landlord must ensure that any information received in connection with a notice or certificate provided as a result of family violence is kept confidential.

What to Look For



Before you come to an agreement over a rental unit it is important to make sure it is a good fit for you and the unit is in good repair. We've put together a list of things you can check for while viewing a rental unit to help you make a better choice about where you rent.

When viewing a rental unit view it during daylight hours since problems are easier to spot during the day. You can bring a trusted friend or family member when you view the rental unit since they may notice problems that you may have missed.

Kitchen

- Is the kitchen in good condition? (hot/cold running water, clean cupboards/drawers, no leaky faucets, enough water pressure, etc.)
- Are appliances provided? (fridge, stove) If so, are they clean and working?
- Do the doors and controls on appliances work properly?
- Is there an exhaust fan, or a window that opens?

Outside

- Is the building well kept on the outside? (cleared walkways, enough parking, etc.)
- Is the entrance well lit?
- Is the entrance easily and safely accessed?
- Are the stairs/porch in good condition?
- Who is responsible for clearing snow from the walkways/driveways?
- Who is responsible for mowing the grass?
- Who is responsible for garbage removal?

Inside

- What floor is your unit on?
- Will you be sharing your unit?
- Is there an elevator?
- Are all stairs and landings in good, firm condition with secure railings and handrails?
- Are there working locks on the doors? (main door, apartment/bedsitting room door)
- Are there enough windows to allow good light and air circulation? In each bedroom, there should be at least one window which is large enough to exit through in an emergency.
- Do the windows open/close properly and easily?
- Do the windows have fly screens that are in good condition?
- Are there unpleasant smells, cracks or water stains on walls/ceilings? (may mean leaks)
- Are the rooms damp (i.e. mould) or cold? When was the unit last painted?
- Is there an air exchanger or de-humidifier?
- Is there a working thermostat to control heat in your unit?
- Is there a fuse box or breakers? Is it located in your unit? If not, can you get to it easily?

What to Look For... (continued)

Safety

- Are there working smoke detectors? (push the test button to see if they are working)
- Is there a working fire extinguisher and is it within reach? Who is responsible for keeping the fire extinguisher in working condition?
- Is there any kind of safety/alarm system? Is the neighbourhood generally safe? (i.e. is vandalism common?)
- Is there an emergency exit? (i.e. another way out if the main door is blocked?)
- Is there a clear, well lit pathway to all emergency exits?
- Is there a proper and secure railing on fire escapes and stairwells?
- Are electrical cords running under carpets, over/under doors and windows or through walls creating a potential safety issue?

Bathroom & Laundry

- How many people will be sharing the bathroom?
- Is the bathroom clean?
- Is the plumbing in good working order (no leaky faucets, enough water pressure, properly flushing toilets, etc.)?
- Is there a shower?
- Does the bathroom have a fan or a window that opens?
- Is there a washer and dryer or a laundry room? Can you access it at all times?
 - If not, is there a laundromat nearby?

Other Questions

- What is the most you can afford to pay for rent?
- What is included in the rent?
 - Hot water?
 - Heat?
 - Cable?
 - Internet?

If not, remember to include these costs in your budget.
- Is the area close to school, work, or public transit?
- Is smoking allowed in the residence? Are pets allowed?
- What is the earliest move-in date and at what exact time?
- If sharing a rental unit with roommates, who is responsible for cleaning common areas and who supplies cleaning materials?

Important to Know

- ✓ A rental agreement, or lease, is a legal contract between you and the landlord. It is important to understand your lease, and ask any questions, **BEFORE** you agree to it!
- ✓ Notices may be sent electronically, if:
 - ⇒ The notice is substantially similar to the paper version.
 - ⇒ The other person has provided an electronic address for receiving notices.
 - ⇒ The notice is sent to the electronic address that was provided.



Reading the Fine Print

Before You Sign A Rental Agreement or Move In

- ❑ Make sure you understand your rental agreement and any rules that are in place.
- ❑ Be clear on what is included in the rent (electricity, hot water, cable, internet, etc.)
- ❑ Be clear on the length of the rental period. (weekly, monthly, yearly, etc.)
- ❑ Find out how much rent will be, when it is due, and how to make payments. Also find out how much the security deposit is.
- ❑ **Always get receipts for any money you pay your landlord.**
- ❑ Do an inspection of your unit with your landlord. You and your landlord should sign your list of existing damages before you pay security deposit and you and your landlord should have a copy of that list.

The **Rental Premises Condition Report** can be used for this purpose:
http://www.servicenl.gov.nl.ca/landlord/condition_report.pdf

- ❑ Make sure that you understand your responsibilities and those of your landlord as outlined in this guide.
- ❑ **If a landlord or tenant wishes to end a tenancy written notice is required. Find out how much notice is required and make sure it is stated in the rental agreement.**



What is Tenant Insurance?

Tenant insurance, sometimes called renter's insurance, is something every tenant should consider. Some landlords even require their tenants to have this type of insurance.

Tenant insurance can cover things like replacing your belongings if they are stolen or damaged, repairing any accidental damage you cause to the rental unit, and protects you if someone is injured on your property and sues you. Tenant insurance can also cover expenses like staying in a hotel while repairs are made to your rental unit.

You may be able to bundle tenant insurance with your car insurance to save money!

Late Paying Rent?

It is important that you pay your rent on time each month. Your landlord can charge a late fee for each day rent is late. The landlord can also begin the eviction process if rent is not paid.

- ⇒ Landlords can charge a late fee of \$5 for the first day rent is late, and \$2 for each additional day, to a maximum of \$75.
- ⇒ If rent has been late for five days or more the landlord can serve a termination notice and begin the eviction process. The notice **MUST** be in writing.
- ⇒ You have ten days from the date of the termination notice to either pay rent, including any late fees, or move out. **If rent is paid in full within those ten days the termination notice is automatically void and you do not need to move!**
- ⇒ If you receive three written termination notices within a twelve-month period you can be evicted, even if you pay your rent in full the third time.
- ⇒ A landlord cannot change the locks on a rental unit, to evict the tenant, without applying for and receiving permission from Service NL.

Terminating a Rental Agreement

Standard Terminations

A landlord or tenant can terminate a rental agreement if proper notice is given in writing. The amount of notice that is required in each case is listed below, unless you have agreed in writing to a longer notice period.

Week to Week

Tenant must give 7 days notice to the landlord.
Landlord must give 4 weeks notice to the tenant.

Month to Month

Tenant must give 1 month notice to the landlord.
Landlord must give 3 months notice to the tenant.

Fixed Term

Tenant must give 2 months notice to the landlord that they will be moving out when the agreement expires. Landlord must give 3 months notice to the tenant that they will need to move out when the agreement expires.

Material Breach

If a landlord or tenant breaks any of the rules or conditions of the rental agreement the other party may serve them a written notice explaining the problem.

If the problem is not corrected within a reasonable amount of time the rental agreement can be terminated by providing written notice at least one month before the rent is normally due.

Unfit for Habitation

If a rental unit is no longer fit for habitation a landlord or tenant can **terminate the rental agreement immediately**. Notice must be in writing and must be given at that time.

A rental unit can be made unfit for habitation due to lack of maintenance by the landlord, damage caused by the tenant, or an unforeseeable situation like a flood or fire.



Enjoyment and Privacy

Landlords and tenants are not supposed to do anything that keeps others from being able to enjoy the rental property. Failure to follow this rule could lead to a termination of the rental agreement if an issue is ongoing or serious in nature.

If a tenant is terminating a rental agreement for enjoyment or privacy reasons they need to give the landlord between five and fourteen days notice in writing. If a landlord is terminating a rental agreement for these reasons they must give the tenant at least five days notice in writing.

Health

A tenant can terminate a fixed-term rental agreement with one month notice for the following health-related reasons:

- ⇒ The tenant's income is reduced as a result of ill health, or the income of a person who has been providing financial assistance towards the payment of the tenant's rent is no longer able to provide financial assistance due to ill health.
- ⇒ The tenant is required to reside with a family member because of the ill health of the family member.
- ⇒ The tenant is admitted permanently into a home that provides personal care for the aged.
- ⇒ The tenant dies.

In these cases the rental agreement can be terminated by providing written notice to the landlord, along with supporting documentation, at least one month before rent is normally due.

There are forms available on the Service NL website that you can use to terminate a rental agreement. They can be found at: https://www.servicenl.gov.nl.ca/landlord/residential_tenancies.html

Having Problems?



Dispute Resolution

Service NL has a process in place to help tenants and landlords who are having a disagreement.

Before filing a formal complaint you should try to work the problem out with your landlord. You should put your complaints in writing and give them to the landlord.

If you come to an agreement that solves the problem you should get the agreement in writing.

If you are not able to come to an agreement you can ask Service NL to help.

The first step of the formal dispute resolution process requires you to file an application with Service NL. You can find a copy of the Dispute Resolution Application form on the Service NL website. A link has been provided at the bottom of Page 10 in this guide.

The tenant and landlord then have the option to try to sort out their disagreement through mediation before the matter goes to a hearing.

Mediation

Mediation is one final chance to come to an agreement before the matter goes to a full hearing in front of an Adjudicator.

If you and the landlord agree to try the mediation process a Residential Tenancies Officer will discuss the issues with you to try to help you come to an agreement. If you do reach an agreement it is legally enforceable.

If you cannot come to an agreement, or you and the landlord did not agree to use the mediation process, the matter will move on to a formal hearing before an Adjudicator.

Formal Hearing

At a Service NL hearing, the tenant and landlord will each present their case to an Adjudicator, along with any supporting documentation such as rental agreements or photos.

The Adjudicator will look at all the information and evidence that was presented at the hearing and make a decision. You will receive a copy of the written decision and Order. The Order can be enforced through the court system if the other person fails to follow it.

Hearings may be conducted in person, over the phone, or by written submissions.

When deciding on your case the Adjudicator has several options available to resolve the problems. These are known as "remedies". Some remedies available through a formal hearing include:

- ⇒ Directing a landlord or tenant to pay money to the other person.
- ⇒ Requiring a landlord or tenant to comply with the rental agreement.
- ⇒ Directing a tenant to move out of the residential premises on a specified date.
- ⇒ Ordering the return personal property or to pay for the value of the personal property taken.
- ⇒ Directing a tenant to pay rent or a percentage of rent to the Residential Tenancies Office to be held until the dispute is settled.
- ⇒ Determining if a notice of termination is valid.
- ⇒ Determining the outcome of claims related to the security deposit.
- ⇒ Imposing terms and conditions to ensure compliance with the Act and the rental agreement.

Provincial Offence

Under Section 51 of the Residential Tenancies Act, a person found guilty of violating the Act, the regulations, or an Order made under the Act can be issued fines of up to \$10,000.

To invoke Section 51 of the Act, you would need to make an application to the Provincial Court.

Contacts and Information

Safety & Support

City of St. John's Property Standards Complaints

Phone: 311
Phone: (709) 754-CITY (2489)

HealthLine

Toll-free: 811

811 is for non-emergency situations only.
For medical emergencies, please call 911.

Mental Health Crisis Centre

Toll-free: 1-888-737-4668
Phone: (709) 737-4668

Newfoundland Power (Outages)

<https://www.newfoundlandpower.com/en/Outages/>

Toll-free: 1-800-474-5711

Sexual Assault Crisis Line

<http://nlsacpc.com/>

Toll-free: 1-800-726-2743
E-mail: info@endsexualviolence.com

Royal Newfoundland Constabulary

<http://www.rnc.gov.nl.ca/>

Phone: (709) 729-8000

St. John's Regional Fire Department

Phone: (709) 576-3905

Housing Options

Memorial University Off Campus Housing

<https://www.stuaff.mun.ca/ochl>

Phone: (709) 864-4796
E-mail: och@mun.ca

NL Housing Corporation

<https://www.nlhc.nl.ca/>

Phone: (709) 724-3000

City of St. John's Non-Profit Housing

<http://www.stjohns.ca/living-st-johns/city-services/non-profit-housing>

Phone: (709) 576-8196
E-mail: housing@stjohns.ca

SeniorsNL

Produces a list of housing options for seniors

<http://seniorsnl.ca/>

Toll-free: 1-800-563-5599
Phone: (709) 737-2333
E-mail: info@seniorsnl.ca

Rights & Legislation

Service NL (Residential Tenancies Office)

<https://www.servicenl.gov.nl.ca/landlord/>

Toll-free: 1-877-829-2608
E-mail: landlordtenant@gov.nl.ca

Residential Tenancies Act

You can read the actual rental law here:

<http://www.assembly.nl.ca/legislation/sr/statutes/r14-2.htm>

Public Legal Information (NL)

<http://publiclegalinfo.com/>

Toll-free: 1-888-660-7788
Phone: (709) 722-2643
E-mail: info@publiclegalinfo.com