

# Lease Terminations & Evictions

## Standard Terminations

- **Weekly:** You need to tell the landlord 7 days before you leave. The landlord needs to tell you 4 weeks before they want you to leave.
- **Monthly:** You need to tell the landlord 1 month before you leave. The landlord needs to tell you 3 months before they want you to leave.
- **Fixed-term (6-12 month):** You need to tell the landlord 2 months before it ends. The landlord needs to tell you 3 months before it ends.

## Health Terminations

A tenant can end a fixed-term rental agreement with one month's notice for certain health-related reasons:

- If the tenant's income decreases because of their own illness, or if someone who helps pay the rent can't anymore because of illness.
- If the tenant has to live with a family member who's sick.
- If the tenant goes into a personal/long-term care home permanently.
- If the tenant passes away.

## Family Violence Terminations

If you or your children are in danger due to family violence, you can ask Service NL for permission to end your rental agreement early to escape the abusive situation. This is only possible if you have a fixed-term rental agreement.

You will also need one of the following: a **Court Order** (An emergency protection order under the Family Violence Protection Act; Restraining order; Peace bond) **OR** a **Statement from a Professional** (doctor, nurse, social worker, psychologist, RNC officer)

# Requests for Repairs & Formal Complaints

## Dispute Resolution

If tenants and landlords have a disagreement, they can use Dispute Resolution Service NL for resolution. First, try discussing the issue with your landlord and document your complaints. If you both agree on a solution, ensure it's written down. If no agreement is reached, seek assistance from Service NL by filling out an application form on their website.

## Mediation

The tenant and landlord can choose to resolve their disagreement through mediation before it goes to a hearing.

If both parties agree to mediation, a Residential Tenancies Officer will talk with them to try and find common ground. Any agreement made during mediation is legally binding.

If an agreement isn't reached through mediation, or if one or both parties don't agree to it, the matter will proceed to a formal hearing in front of an Adjudicator.

## Formal Hearing

During a Service NL hearing, both tenant and landlord present their case to an Adjudicator, supported by documents like rental agreements or photos. The Adjudicator thoroughly reviews all information before making a decision. You'll receive a written copy of the decision and any orders issued. If orders aren't followed, they can be enforced through the court system.

Hearings can be conducted in person, over the phone, or through written submissions.

# Resources

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.

<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

# Tenant Toolkit

END HOMELESSNESS  
ST. JOHN'S **#WECANENDIT**

# Landlord Rights & Responsibilities

- The landlord must keep the place where you live in good shape and safe.
- Landlords must fix or repair damages in a timely manner.
- Landlords must give you a copy of the Residential Tenancies Act and a signed copy of the rental agreement.
- Landlords must follow all health, safety, and housing laws.

## Rental Increases

A landlord can only raise the rent once in a year or within the first year of your stay. There's no limit on how much they can increase it.

## Peaceful Enjoyment

The landlord shouldn't bother you too much or disturb your peace while you're living here. They should respect your privacy and let you enjoy your home.

## Disconnection of Services

A landlord or tenant can't stop the heat, water, or electricity without getting permission in writing from the other person who signed the rental agreement.

## Subletting or Assigning Your Unit

You can't let someone else live in your unit or rent it out to someone else unless the landlord says it's okay in writing.

## Entry Doors

Unless the landlord and tenant both say it's okay beforehand, nobody should change the lock on the door to the place where you live.

## When Can the Landlord Come into Your Home?

Landlords generally need to ask before entering your home, except in these cases:

- When you're moving out and they need to show the place, they must give you at least four hours' notice.
- For any other reason, they must give you 24 hours' notice.
- Unit is empty or abandoned.

# Tenant Rights & Responsibilities

Tenants must:

- Pay the rent on time;
- Always keep the rental unit clean;
- Be careful not to damage your unit. If something does get damaged, fix it ASAP;
  - You are also in charge if your friends damage anything while they are in your unit;
- Do not bother others living in the unit/building;
- Follow the landlord's rules and regulations;
- Report any problems needing to be fixed to the landlord right away;
- Give your landlord written notice if you plan to move out.

# Maintaining Your Home

Maintaining a clean and safe home is crucial.

Here's what to do:

- Clean mirrors, glass, and windows. Disinfect surfaces such as countertops, sinks, and toilets. Spray bathrooms and kitchens, including appliances like fridges and microwaves. Vacuum or sweep floors, and mop them.
- Regularly take out trash and recycling, and pick up any indoor litter.
- When doing laundry, empty lint traps to prevent fires.
- Notify your landlord if you see pests like mice or bugs.
- Keep all windows and doors locked and avoid sharing keys. Don't make key copies for friends.
- Stay prepared for emergencies: Know all exits, turn off electrical appliances when not in use, and keep doorways and hallways clear for escape routes.

# Securing Your Rental

Before signing a lease, visit the rental unit to ensure suitability and good condition. Check taps, appliances, locks, safety features, and for signs of mold, pests, or damage. Take plenty of pictures beforehand.

The lease should include:

- Full names, addresses, emails, and phone numbers of both landlord and tenant.
- Rental unit address and description.
- Lease type and details (e.g., 2 bedrooms, 1 bathroom, 1-year lease).
- Lease signing and tenancy start dates.
- Rent amount, due date, and payment method.
- Occupancy terms (furnishings, utilities, parking, smoking rules).
- Security deposit details (amount and payment date).

A **security deposit**, covering potential losses for the landlord, is determined by the rental agreement type:

- Week-to-week: up to two weeks' rent.
- Month-to-month: 3/4 months' rent.
- Fixed term (6-12 months): 3/4 months' rent.

Security deposits must be returned within 10 days after the rental agreement ends

# Tenant Insurance

It can cover replacing stolen or damaged belongings, repairing accidental damage caused by you, and providing liability coverage if someone is injured and sues you. It can also assist with expenses like hotel stays if your residence requires repairs.