

## New Brunswick

Many terms may relate to legal rights and obligations that are subject to change from time to time. Exact interpretation of terminology, acts and related regulations depend on the laws/legal procedures within the province. The following are only excerpts from New Brunswick's Residential Tenancies Act and Regulations and is for information purposes only and does not constitute any legal advice. If you require further information about New Brunswick laws and regulations, you should contact your rental authority listed at the bottom of this page or consult with a lawyer.

**Governing or Regulatory Body:** The Office of the Rentalsman

**Name of ACT / Regulations:** The Residential Tenancies Act and Regulation

### **.Types of Leases**

Leases can be week-to-week, month-to-month, year-to-year or fixed term.

### **Is a signed lease required?**

Yes. Two copies of a standardized lease, called the Residential Lease, must be signed by both the landlord and tenant for all tenancies. In situations where the landlord and tenant did not sign the required Residential Lease, its terms will still apply to the tenancy and the tenancy will have a month-to-month term. A Residential Lease form is available online at the Service New Brunswick site.

### **Is a signed move in/move out condition report required?**

No. The Rentalsman provides an ingoing inspection report form to assist both parties, but completing it is not mandatory.

### **Deposits**

Collecting the last month's rent is not allowed, however a security deposit up to the equivalent of one month's rent is allowed. If collected, the deposit must be paid to the Office of the Rentalsman. The Rentalsman holds security deposits collected by landlords in the province and ensures their return, if applicable. Landlords have 7 days after the tenant moves out to make a claim to the Rentalsman to access security deposit funds for damage, cleaning or rent owing. If no claim is made, the money is returned to the tenant from the Office of the Rentalsman, upon request.

### **Key Money**

Requiring key money is illegal.

### **Post-dated Cheques**

Landlords may request post-dated cheques if it is stipulated in the Residential Lease.

## **Renewal of a Lease Term**

If a fixed-term lease has expired and parties haven't renegotiated and the landlord accepts the rent, the lease automatically becomes a month-to-month tenancy. For a periodic lease (year-to-year, month-to-month or week-to-week), the tenancy is automatically renewed for the same term unless proper notice of termination is served.

## **Terminating a Tenancy (Lease): Notice and Timing**

In New Brunswick, the end of a fixed term lease is a valid reason to terminate the tenancy. The contract is concluded on the date specified in the lease. The tenant does not automatically have the right to continue renting the premises after that date unless the tenant negotiates in advance to extend the tenancy or the landlord accepts payment in exchange for renting the premises once the fixed-term tenancy has ended which is not the case in most other provinces and territories. No notice is required to terminate a lease if it ends on a specific date; a lease for a fixed term ends automatically at the end of the term. To end a month-to-month tenancy, one month notice is required; in a year-to-year, 3 month's notice prior to the anniversary date is required. To terminate a long-term tenancy (5 or more years), the tenant must serve one month's notice. For the Landlord 3 months' notice is required and a reason is needed for the tenancy to be terminated. Reasons include but are not limited to: a family member moving in, a major renovation, the building changes to commercial use or recreational use. A landlord may also terminate for "cause" which would include such items as:

- rental arrears
- conduct concerns
- damage to the property
- safety matters

## **Assignments and Sublets**

In New Brunswick a sublet, or a situation in which the original tenant will be returning to the premises, is considered a partial assignment. The lease agreement can restrict a tenant's ability to sublet the unit. Whether the assignment is for all or part of the remaining term of the lease, a lease agreement can provide that the tenant may not assign, or may assign only with the consent of the landlord. The consent cannot be unreasonably withheld. A lease agreement may also provide that the tenant may assign the unit. If the lease does not address the issue the tenant may assign. If there is no lease then the province's Residential Lease applies and the tenant may assign.

## **Rent Increases: Notice and Timing**

There are no rent controls in New Brunswick. In a month-to-month lease, 2 month's notice is required to allow the tenant to be able to give a month's notice to terminate the tenancy. In a year-to-year lease, 3 months' notice is required and the tenant may elect to terminate the tenancy by serving at least one month's notice prior to the day the rent increase is to take effect. If a fixed term tenancy using the lease prescribed by the province indicates a check mark in the box to allow for a rent increase during the year, the landlord may do so with 3 month's notice. If not, then the full year must pass before an increase is allowed.

## **Late Rent Payments**

Rent is considered late the day after it is due. The landlord can, at that point, issue a 15-day Notice to Vacate the premises. If the tenant pays within the next 7 days the notice is cancelled. Failure to pay or leave will enable the landlord to request an Eviction Order. If the tenant fails to pay rent a second time, the landlord may issue a Final Notice to Vacate, and follow with an eviction request regardless of whether rent is paid.

## Evictions

Landlords may request an Eviction Order from the Office of the Rentalsman for the following reasons:

- if a tenant fails to leave on the date set in a Notice to Vacate issued by the landlord for non-payment of rent,
- if a tenant fails to leave on the date set in a Notice to Quit issued by a Rentalsman for breach of lease,
- if a tenant fails to leave at the end of a term lease or on the date given by one of the parties in a proper Notice to Terminate served in a periodic tenancy.

New Brunswick's eviction process usually takes 3 to 6 days to complete.

## Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords have full emergency access rights to enter the rental premises, but they must give 24 hours notice for inspection and 7 days for repairs. The Residential Lease provides information on permitted entry following a tenant's request for repairs. If a tenant is in the last month of the tenancy and if the lease provides, a landlord can enter the premises to show the property between 8 a.m. and 8 p.m. on any day except Sundays and holidays.

### May the tenant withhold rent for repairs?

No. If the tenant faces repair problems they may seek help from the Rentalsman. Tenants must give 7 days notice to the landlord about repair problems and landlords must provide a remedy to the problem or, upon application by the tenant, the Rentalsman can take the rent to ensure the repair is completed.

## Changing Locks

Not allowed without mutual consent of both parties or permission from the Office of the Rentalsman.

## Pets and Smoking

### May a landlord refuse to rent to a tenant who has pets?

Yes. Pet restrictions are strictly linked to a premise, not to a person. A no-pets clause in a residential lease may prohibit a tenant from having a pet in the rented premises but does not prevent the tenant from owning a pet.

If pets are allowed in the tenancy agreement, or the agreement does not address this issue, then pets are permitted in the rental unit.

### May a landlord include a no-smoking clause in the lease?

Yes. Smoking restrictions are strictly linked to a premise, not to a person. A no-smoking clause in a residential lease may prohibit a tenant from smoking in the rented premises but does not prevent the tenant from being a smoker.

**If a no pets and no smoking clause is written into the Residential Lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?**

Yes, no pet/no smoking policies can be enforceable if spelled out in the Residential Lease. Landlords and tenants can agree to terms such as "no pets and no smoking" in the lease. If a tenant breaches the rental agreement by having a pet or smoking in the rental premises, these breaches would be dealt with on a case by case basis by the Rentalsman and could result in an eviction. Alternatively, if the tenant remains a damage claim at the end of the tenancy may result whereby the landlord acts to recover the cost of re-painting the premises.

### **Service New Brunswick**

In Person: At any Service New Brunswick Centre located across the Province (Addresses can be found at [www.snb.ca](http://www.snb.ca))

Teleservices: 1-888-762-8600

[www.snb.ca/irent](http://www.snb.ca/irent) (Landlord and Tenants may manage their security deposits and/or apply for assistance online)

Email: [IRENT@snb.ca](mailto:IRENT@snb.ca) Office of the Rentalsman, Service New Brunswick

### **Residential Tenancies Act**

[laws.gnb.ca/en/showdoc/cs/R-10.2](http://laws.gnb.ca/en/showdoc/cs/R-10.2)

### **General Regulation, NB Reg 820-218**

[laws.gnb.ca/en/showdoc/cs/R-10.2/ga:s\\_29#anchorga:s\\_29](http://laws.gnb.ca/en/showdoc/cs/R-10.2/ga:s_29#anchorga:s_29)

### **Office of the Rentalsman Forms**

A collection of forms and publications in pdf format, including the Accommodation Rental Report, standard lease forms and guides.

<https://www.pwx1.snb.ca/snb7001/e/1000/1001e.asp#1042>

### **Landlord and Tenants**

The online version is presented in a question-and-answer format, with very short answers to commonly asked questions.

[www.snb.ca/e/1000/1000-2/e/1000-2\\_003\\_e.asp](http://www.snb.ca/e/1000/1000-2/e/1000-2_003_e.asp)

### **General Information**

[http://www2.gnb.ca/content/gnb/en/services/services\\_renderer.637.html](http://www2.gnb.ca/content/gnb/en/services/services_renderer.637.html)