

Newfoundland and Labrador

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 these province's RTA and is for information purposes only and does not constitute any legal advice. If you require further information about Newfoundland and Labrador 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: Service NL

Name of Act / Regulations: Residential Tenancies Act

Types of Rental Periods

The lease can be week-to-week, month-to-month, or terms of 6 months up to one year.

Is a signed lease required?

No. A verbal agreement is binding; however a sample lease form is available and recommended.

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

No. A checklist is recommended, but it is not mandatory.

Deposits

The amount of security deposit allowable depends on the term of the tenancy. For monthly or term tenancies: 3/4 of the first month's rent; weekly tenancy: no more than the amount of the rent payable for the first 2 weeks.

Landlords must request a security deposit before the tenant moves in and deposit it in a trust account within 2 days of receiving the deposit. The security deposit must be refunded to the tenant within 15 days of moving out or the landlord may apply to Service NL to keep some or all of the deposit. If there is a dispute over the deposit refund, either the landlord or the tenant may apply to the Residential Tenancies Section for the security deposit. The interest rate on the security deposit is calculated as simple interest, not compounded. The landlord must pay the interest once the tenant moves out. The interest rates are set each year in December.

Key Money

Requiring key money is illegal.

Post-dated Cheques

Landlords may request post-dated cheques.

Renewal of a Lease Term

Lease terms are for a maximum of one year; then they either end (one party must give a notice of termination) or they convert into a month-to-month agreement or a tenant may sign another term agreement.

Terminating a Tenancy (Lease): Notice and Timing

In a term tenancy, which can have a maximum term of 1 year, either the landlord or tenant may terminate the tenancy at the end of the term by giving proper notice. For term leases, the tenant must give 2 month's notice and the landlord must give 3 month's notice for a standard termination. If a term lease is not renewed and notice is not given, a term tenancy converts to a month to month term.

In a periodic tenancy (for example, a month-to-month tenancy) the landlord may give 3 months notice to terminate the tenancy at any time, and the tenant must give one month notice.

Notice periods for terminating a lease depend on the reasons for termination and can range from days to weeks. All notices must be in writing.

Other reasons that can be used to terminate a tenancy include:

- rent arrears 15 days late, 10 days notice to move out;
- material breach — the party must give a written notice to the other to comply with the material breach, if the party does not comply, one rental period notice may be given;
- premises uninhabitable — immediate;
- interference with peaceful enjoyment — 5 days but not more than 14 days notice by tenant, not less than 5 days notice by landlord.

If tenant doesn't move out, the landlord may apply to the Service NL for an Order of Possession to terminate the tenancy. Evidence to prove why it was necessary to give notice of termination should be provided to the adjudicator at the hearing.

All notices must be in writing.

Assignments and Sublets

Landlords cannot unreasonably withhold consent for subletting or assigning a tenancy and may charge the tenant any expenses incurred for the sublet or assignment.

Rent Increases: Notice and Timing

Three month's written notice of a rent increase is required. A landlord may not increase rent during a fixed-term agreement, more than once in a 12-month period, or during the first 12 months of a weekly or monthly rental agreement.

Late Rent Payments

Rent is considered late the day after it is due. Late payment fees are set at \$5.00 for the first day the rent is in arrears and \$2.00 for each additional day up to a maximum of \$75.00. The landlord may charge the tenant a fee, not to exceed \$25.00, for non-sufficient funds (NSF) cheques.

Evictions

If the tenant doesn't move out following valid notice, then to evict the tenant — the landlord must complete an application, pay \$20 — and attend a hearing held within 200 km of the rental premises and provide evidence. An order from the hearing will result, which states the reasons for the decision issued. The certified order is enforceable by the Sheriff's Office to evict the tenant. If the tenant disagrees with the adjudicator's decision, the tenant may apply to the Director of Residential Tenancies for a reconsideration stating reasons and/or may appeal to the Trial Division of the Newfoundland Supreme Court. An Order of Possession which allows the eviction to take place may take up to one week. Most other types of orders may take up to three or four weeks depending on their complexity.

Hearings are informal and parties generally represent themselves. Hearings allow for the landlord and tenant to present their evidence. An information officer provides information on what types of evidence they may present.

Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords may enter the premises any time for emergencies. To access the rental unit for inspections, a landlord must give 24-hours written notice and enter during reasonable hours (9 a.m. - 5 p.m. and 7 p.m. - 9 p.m.). If Notice of Termination is given by either the landlord or tenant, 4 hours notice to show the premises to prospective tenants or buyers must be given to the tenant.

May the tenant withhold rent for repairs?

No. Tenant must provide a written list of repairs to the landlord and rent must be up to date. If repairs are not completed by the landlord, the tenant may apply to the Service NL for rent to be paid in trust to the Section until the repairs are completed.

Changing Locks

Not allowed without the consent of both the landlord and tenant.

Pets and Smoking

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

Yes. 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.

If a no pets and no smoking clause is written into a 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, if the rental agreement states that the tenants have no pets or agree not to smoke in the apartment and the tenant gets a pet or allows smoking, the landlord may give a written notice to the tenant to comply with the agreement. If the tenant does not comply, the landlord may give a one rental period written notice of termination to the tenant under breach of material covenant to evict the tenant.

Service NL

Consumer Affairs Division
P.O. Box 8700
St. John's, Newfoundland
A1B 4J6
(149 Smallwood Drive, Mount Pearl)

Toll-free: 1-877-829-2608
Tel.: 709-729-2608, 1-877-968-2600
Fax: 709-729-6998
www.gs.gov.nl.ca/landlord/index.html

Residential Tenancies Act

www.assembly.nl.ca/legislation/sr/statutes/r14-1.htm

Residential Tenancies Section, Nfld.

This site contains department information and practical information for landlords and tenants.
www.gs.gov.nl.ca/landlord/residential_tenancies.html

Residential Tenancies Offices (RTO)

Contact information can be found under the Landlord and Tenants section on this page.
www.gs.gov.nl.ca/departement/contact.html#Landlord_and_Tenants

The Rental Agreement

Information on rental agreements, with links to related documents.
www.gs.gov.nl.ca/landlord/agreement.html

Termination Notices

This is another excerpt from the Residential Tenancies Act, with a synopsis summary.
www.gs.gov.nl.ca/landlord/term_notice.html

General Information

http://www.servicenl.gov.nl.ca/landlord/residential_tenancies.html