

BACKGROUND

On April 1st, 2010, *The Residential Tenancies Act* was amended to include increased protection for landlords and tenants of rooming and boarding houses. This new legislation expands the definition of the term “premises” to include rooming and boarding or lodging houses. Under this new legislation, landlords and roomers and boarders can expect rights and obligations similar to any other renter and landlord in New Brunswick.

WHAT ARE ROOMING OR BOARDING HOUSES?

Rooming houses include accommodations which provide some shared facilities such as a kitchen and a bathroom. Some rooming houses may also provide additional services.

Boarding house is defined as a rooming house that also includes some or all meals.

Rooming and boarding houses do not include living accommodations such as:

- where the tenant is required to share a bathroom and/or kitchen facility with the landlord and where the landlord resides in the building in which the living accommodations are located,
- those provided by an education institution to its students without self-contained bathroom and kitchen facilities;
- those occupied for business or agricultural purposes,
- those occupied as a vacation home for a seasonal or a temporary period of less than 90 days,
- an emergency shelter or a youth hostel
- religious, healthcare and correctional facilities (in some instances).

SPECIFIC ROOMING AND BOARDING TENANCIES AMENDMENTS

Some specific sections of the *Residential Tenancies Act* apply solely to rooming and boarding tenancies. Most important sections state that:

- a **landlord** of rooming and boarding houses is to ensure that sufficient doors, locks and other devices to make the room reasonably secure are installed and maintained; and
- a **landlord** of rooming and boarding houses who provides cleaning services is allowed to enter the room between 8:00 AM and 8:00 PM daily except Sundays and holidays.

ADDITIONAL AMENDMENTS TO THE RESIDENTIAL TENANCIES ACT

The most important amendments to the Act state that:

- the **landlord** is required to deliver a premise to a tenant in a clean state as well as a good state of repair;
- **tenants and landlords** are required to serve notices in writing with specific contents;
- **tenants** are provided with additional ways to serve notice or documents on a landlord;
- a **landlord** is authorized to enter premises:
 - without notice within 2 working days of the request, where the tenant requests repairs; and
 - with 24 hours notice, where the repairs cannot be made within 2 days of the request of the tenant;
- the day specified in a “notice to vacate” shall be at least fifteen (15) days after the day on which the notice is served to the **tenant**.
- **landlords** are required to submit security deposits paid to them to the Office of the Rentalsman within 15 days of their receipt;
- **landlords** are authorized to require the tenant to pay a limited amount, as a late payment fee, if it was agreed to in the lease
- **landlords** are provided with two (2) additional reasons to submit claims against security deposits

- where tenants fail to pay for utilities provided by the landlord, and
- where the tenants has not paid agreed to late payment fees;

ADDITIONAL RENTALSMAN AUTHORITY

Rentalsman are provided with additional authority to administer *The Residential Tenancies Act*. The most important amendments:

- A Rentalsman is authorized to apply the amount of undelivered security deposit toward the payment of the tenant's rent;
- A Rentalsman is authorized to vary the date a "notice of termination" is to take effect. This is to ensure a tenant has reasonable time to move out where they dispute the notice and the landlord is able to prove he/she did not serve a notice of termination as a reprisal against a tenant for having made a complaint;
- A Rentalsman is authorized to terminate a tenancy where he/she determines: that a landlord is not willing or financially capable of fulfilling a major contractual obligation under the Act; and that the continuation of the tenancy would cause extreme hardship to the tenant because of a deterioration in the tenant's health; and
- A Rentalsman is authorized to order a landlord to pay, up to a month's rent, the tenant for reasonable out of pocket expenses as a result of the breach of landlord's obligations where a premises are uninhabitable.

ADDITIONAL INFORMATION

The **new residential lease** now applies to all residential tenancies in New Brunswick, including rooming and boarding houses and mobile homes. This new lease provides information to help both landlords and tenants better understand their rights and obligations. Remember, a signed lease is always preferable to any oral agreement.

The Office of the Rentalsman exists to assist tenants and landlords to solve their tenancy dispute, even if no security deposit has been filed. This is a free service.

For additional information concerning security deposits, visit the Office of the Rentalsman website at www.snb.ca/irent or contact one of their offices.

OFFICE OF THE RENTALSMAN

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