

# INFORMATION BULLETIN FAILURE TO PAY RENT

## IMPORTANT

The contents of this information bulletin are for information purposes only and do not replace the legislation.

## RENT PAYMENT

A tenant must pay the rent on the day specified in the tenancy agreement, regardless of any special circumstances such as social issues the tenant may be facing, time of year or other reasons. Failure to pay rent constitutes a fundamental breach to the tenancy agreement.

## LATE PAYMENT FEE

If rent is not paid when due, the landlord may charge a late payment fee only if agreed to under paragraph clause 4(B)(2) of the lease. The amount of the late payment fee is the amount of the NSF (not sufficient funds) charges that were charged by a financial institution to the landlord.

## NOTICE TO VACATE FOR NON-PAYMENT OF RENT

If a tenant fails to pay the rent on time and there is nothing in the lease about a late payment fee, a landlord may give the tenant a [Notice to Vacate](#) for non-payment of rent. The original notice should be given to the tenant, and within seven days, a copy should also be given to the Office of the Rentalsman.

On receiving the Notice to Vacate, the tenant has two choices. Either:

- pay the total rent owed within seven days of receiving the notice; or
- move out according to the date stated in the Notice to Vacate

The tenant has a minimum of fifteen days to move out. If the tenant fails to do so, the landlord may get help from a Rentalsman in formally evicting the tenant from the premises.

For example:

Dates	Tenant's and Landlord's Possible Actions
1 <sup>st</sup> of the month	The tenant fails to pay the rent.
2 <sup>nd</sup> of the month	Earliest a landlord may give the tenant a Notice to Vacate. If mail services are used, allow for an additional three days. The landlord must count <b>15 clear days</b> from the date the tenant receives notice (not counting the day the tenant receives the notice).
9 <sup>th</sup> of the month	The Office of the Rentalsman must receive a copy of the Notice to Vacate from the landlord by this day.
17 <sup>th</sup> of the month	Earliest possible date the landlord can ask the tenant to move out.
18 <sup>th</sup> of the month	The landlord may ask the Office of the Rentalsman to evict the tenant if he/she hasn't moved out by this day. This request is subject to an investigation by the Rentalsman.

## FINAL NOTICE TO VACATE FOR NON-PAYMENT OF RENT

A [Final Notice to Vacate](#) for non-payment of rent can only be given to a tenant after the landlord has already given the tenant a Notice to Vacate for a previous month. If the tenant is renting a mobile home site, a Final Notice to Vacate can only be given to a tenant after the landlord has already given the tenant three separate Notices to Vacate for previous months.

The original notice should be given to the tenant, and within seven days, a copy should also be given to the Office of the Rentalsman. On receiving the Final Notice to Vacate, the tenant has a minimum of fifteen days to move out. At this stage, even if the tenant pays the rent owing, he/she still must move out.

## **POSSIBLE IMPACTS ON THE SECURITY DEPOSIT**

A landlord may file a claim against the tenant's security deposit ([Security Deposit Claim](#)) for unpaid rent and/or late payment fees.

## **CAUTION**

A Landlord cannot evict a tenant on his/her own. Under the Residential Tenancies Act, the landlord must follow the above process when a tenant does not pay the rent on time.

If a tenant receives a Notice to Vacate or a Final Notice to Vacate and moves out as required, no action will be taken by the Office of the Rentalsman.

If a tenant does not move out as required on receiving a Notice to Vacate or a Final Notice to Vacate, the landlord may ask for help from a Rentalsman, who has the authority to issue an Eviction Order to a Sheriff. The Sheriff will then remove the tenant from the premises and return possession of the premises to the landlord.

The tenant still must pay the rent, whether he/she moves out of the premises on his/her own or because of an Eviction Order.

## **ADDITIONAL INFORMATION**

For additional information, visit the Office of the Rentalsman website at [www.snb.ca/irent](http://www.snb.ca/irent) or contact one of their offices.

## **OFFICE OF THE RENTALS MAN**

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Executive Tower  
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