

INFORMATION BULLETIN OFFENCES UNDER THE ACT

IMPORTANT

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

OFFENCES UNDER *THE RESIDENTIAL TENANCIES ACT*

Landlords and tenants must abide by *The Residential Tenancies Act*. If they violate or fail to comply with the following subsections of the Act, they are committing an offence, which may result in a formal prosecution in a court of law:

- **Parties**

- Landlord's interference: A landlord must not deliberately interfere with the supply of heat, water or electric power services to the premises, except in an emergency or where it is necessary for maintenance or repairs to be carried out. He/she must not deliberately do anything that would make the premises unfit for habitation.
- Landlord's address: When the landlord does not live in the building and it has more than two rentals, the landlord must post and keep posted within the building or file with a Rentalsman the legal name of the landlord and an address for delivering notices to.

- **Premises**

- Entry by the landlord: Except with proper notice, a landlord must not enter the premises during the term of a tenancy.

Minimum notice required	Exceptions
At any time without notice	<ul style="list-style-type: none"> • a tenant has abandoned the premises • an emergency is present
Without notice	<ul style="list-style-type: none"> • if the tenant agrees at the time • the landlord may enter the premises to carry out repairs within two working days after receiving the tenant's written request to carry out the repairs • during the last rental period of the tenancy agreement if it states in the lease that a landlord may enter to show the premises to prospective tenants with no notice requirements
With at least 24 hours notice	<ul style="list-style-type: none"> • if a tenant has asked the landlord in writing to carry out repairs, and the repairs are not carried out within two working days, the landlord must give 24 hours notice • if a person with authority asks the landlord to carry out repairs to a premises, the landlord may enter to carry out the repairs • if the landlord wants to enter to show the premises to prospective purchasers or mortgagees or to carry out an inspection of the premises
With at least 7 days notice	<ul style="list-style-type: none"> • if the landlord wants to enter to carry out normal repairs or redecoration on the premises

- Tenant's interference: If a landlord is allowed to enter the premises to carry out repairs, nobody should interfere with the landlord entering the premises.
- Change of locks: No one should change the lock on any door that gives entry to the premises unless both the landlord and tenant agree, or if a Rentalsman gives written permission.

- Interfere with the right of a Rentalsman: No one should interfere with a Rentalsman's right to enter a premises to carry out his/her powers and duties, as long as entry is made on a day other than a Sunday or holiday between 8:00AM and 8:00PM.
- **Length of tenancy**
 - Compensation payment to the tenant: A landlord must pay a tenant in the situation of a Notice of Termination where a Rentalsman ordered the landlord to pay a specified sum, which can be no more than one month's rent, to the tenant as compensation for any reasonable expenses or rent.
- **Rent**
 - Landlord's leasing conditions: A tenant does not have to pay any amount other than rent, a security deposit or a reasonable amount for any service, such as a utility, to be provided in relation to the tenancy.
 - Last month's rent or security deposit: A landlord may not ask a tenant to make a prepayment of the last month's rent or a security deposit higher than the maximum amount allowed. If this has been done already, the landlord should return this money to the tenant immediately.
 - Tenant's personal property: A landlord is not allowed to take a tenant's personal property if the tenant doesn't pay the rent.
- **Security deposit**
 - Landlord security deposit payment: The landlord must deliver any security deposit amount received by the tenant to the Office of the Rentalsman within 15 days of receiving it.
 - Rentalsman authority: If a tenant notifies a Rentalsman in writing that the landlord has not delivered some or all of his/her security deposit to the Office of the Rentalsman, the Rentalsman may order the landlord to deliver it.
 - Landlord transfer of estate in real property: The landlord must notify the Rentalsman and tenant of a transfer in ownership of the property with the [Form 8 - Notice of Transfer](#) within seven days the transfer.
- **Specific to mobile home sites**
 - Tenants' rights: Landlords of mobile home sites are not allowed to restrict the rights of a tenant to sell, lease or transfer the mobile home.
 - Landlord's leasing conditions: If a tenant wants to sell, lease or transfer the mobile home, he/she is not required to use the landlord as an agent to do so.
 - Landlord acting as an agent: A landlord cannot accept payment for acting as an agent to a tenant selling, leasing or transferring his/her mobile home, unless the agreement to payment was reached after the lease has been signed.
 - Landlord's fees: A landlord cannot ask for or accept payment from a tenant over and above reasonable expenses for moving a mobile home into the park, installing the home on the site or removing the home from the site or park.

ADDITIONAL INFORMATION

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

OFFICE OF THE RENTALSMAN

City Centre
PO Box 1998
432 Queen St.
Fredericton, NB
E3B 5G4
Tel: 506-453-2557
Fax: 506-457-7289

King's Square North
PO Box 5001
15 King's Square
North
Saint John, NB
E2L 4Y9
Tel: 506-658-2512
Fax: 506-658-3096

Assumption Place
PO Box 5001
770 Main Street
Moncton, NB
E1C 8R3
Tel : 506-856-2330
Fax : 506-856-3177

Executive Tower
PO Box 5001
161 Main St.
Bathurst, NB
E2A 3Z9
Tel: 506-547-2522
Fax: 506-547-2106

City Centre Mall
PO Box 5001
157 Water St.
Campbellton, NB
E3N 3H5
Tel: 506-789-2210
Fax: 506-789-4866

Carrefour
Assomption
PO Box 5001
121 de l'Église St.
Edmundston, NB
E3V 3L3
Tel: 506-735-2000
Fax: 506-735-2382

TELESERVICES - 1-888-762-8600 (TOLL FREE)