

INFORMATION BULLETIN REPAIRS, MAINTENANCE AND CLEANING ISSUES

IMPORTANT

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

REPAIRS AND MAINTENANCE

The **landlord** is responsible for:

- providing and maintaining the premises in a good state of cleanliness and repair and fit for habitation
- providing and maintaining in a good state of repair any items provided by the landlord
- following all health, safety, housing and building standards and any other legal requirement regarding the premises
- keeping all common areas in a clean and safe condition.

Additional landlord obligations:

- Landlords of rooms: Install and maintain sufficient doors, locks and other devices to make the room reasonably secure.
- Landlords of mobile homes sites: Repair any damage caused by the landlord to the tenant's mobile home on the mobile home site, including the skirting of the mobile home site or any structure placed by the tenant on the mobile home site.

The **tenant** is responsible for:

- ordinary cleanliness of the premises and any items provided by the landlord
- repairing within a reasonable time any damage to the premises or items provided by the landlord caused by the the tenant or their guests.

Additional obligations for tenants of mobile home sites:

- maintain in a good state of neatness, cleanliness and repair the exterior of the mobile home placed on the mobile home site, including the skirting of the mobile home, and any structure placed by the tenant on the mobile home site
- do not carry on or allow any illegal act, trade, business, occupation or calling to take place on the mobile home site or mobile home park
- do not risk or interfere with the safety, rights, privileges or interests of the landlord or any tenant of a mobile home site in the mobile home park
- do not violate any health, safety, housing or building standards with regards to the number of people living in a mobile home.

INSPECTION BEFORE SIGNING LEASE AND AT END OF TENANCY

Before signing the lease, the tenant should make sure any repairs he/she wants the landlord to do before and/or after he/she moves in are included in the lease. Once the lease is signed, the landlord must carry out the repairs as agreed in the lease.

It is highly recommended that the landlord and tenant complete an [Accommodation Inspection Report](#) at both the beginning and end of the tenancy. Required repairs and issues can be noted and photographs may also be attached to the report. This report provides both the landlord and tenant with written confirmation of the state of the premises and items provided by the landlord at the beginning and end of the tenancy. These two inspection reports can help landlords and tenants avoid disputes at the end of the tenancy. Remember that the burden of proof of damage lies with the landlord.

REPAIRS AND MAINTENANCE DURING THE LEASE PERIOD

Protection under the Act: The Office of the Rentalsman is available to all landlords and tenants for assistance. Tenants have the right to ask their landlord to complete repairs and provide maintenance without fear of retaliation from the landlord. A tenant who makes a complaint to their landlord may seek protection from the Office of the Rentalsman if they receive a Notice of Termination at any time up to one year from the day on which the complaint was made, provided that application is made to the Office of the Rentalsman within 15 days of receiving the Notice of Termination. A Rentalsman may determine that the Notice of Termination is not valid if the landlord is unable to satisfy the Rentalsman that the Notice of Termination was not served because of the complaint made by the tenant.

Emergency repairs: The Office of the Rentalsman considers emergency repairs to include work required to ensure a tenant has electrical services, water and heat. The landlord should undertake these repairs immediately. They include, but are not limited to, major leaks in pipes or roof, damaged or blocked water or sewer pipes or plumbing fixtures, issues with the primary heating system, malfunctioning electrical system or damaged or defective locks.

Minor or normal repairs do not constitute emergency situations. However, normal repairs and maintenance are part of the landlord's obligations and are required to be taken care of in a reasonable timeframe.

When a tenant asks in writing that a landlord complete repairs, the landlord may enter the premises without notice within two working days of receipt of the written request. If the landlord does not complete those repairs within two working days, the landlord must give the tenant at least 24 hours' notice in writing before entering the premises to make the repairs.

REPAIRS AND MAINTENANCE RESPONSIBILITIES

Landlords must provide and maintain a premises and all provided items in a state of good repair and fit for habitation. Tenants are responsible for the ordinary cleanliness of the premises and any items provided by the landlord. The tenant is also responsible for repairing within a reasonable time any damage caused by the tenant or his/her guests to the premises or provided items. If there is a dispute with regard to maintenance or repairs, the Office of the Rentalsman should be consulted.

Reasonable wear and tear is not the tenant's obligation to repair or maintain. It refers to the natural deterioration that occurs due to normal aging and other natural forces, where the tenant has used the premises in a reasonable fashion. Whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant is a question that a Rentalsman will determine.

A landlord can reasonably expect that the rented premises and other items provided will be returned to the landlord in the same state at the end of the tenancy. A tenant should not do any renovations, modifications or improvements to the premises without the landlord's agreement. If the tenant makes any of those changes with the landlord's agreement, the landlord may be able to claim against the tenant to cover the costs associated with returning the premises and any provided items to their original condition. This may include filing a claim against the security deposit, or taking the tenant to civil court.

Tenants are always responsible for damages they or their guest may cause to the premises. If a security deposit exists, the landlord can file a [Security Deposit Claim](#) with the Office of the Rentalsman.

FULFILLING OBLIGATIONS

If the landlord does not fulfill his/her obligations of maintenance and repair of the premises and provided items, a Rentalsman may issue a Compliance Order, divert the rent to the Office of the Rentalsman, or get someone else to fulfill the maintenance and repair obligations at the expense of the landlord.

If a tenant does not fulfill his/her obligations of repairs and cleanliness of the premises and provided items, a Rentalsman may decide to end the tenancy immediately and the tenant may lose his/her security deposit.

ADDITIONAL INFORMATION

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

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