



# INFORMATION BULLETIN REVISION OF NOTICES: RENT INCREASE OR ALTERATION OF TENANCY AGREEMENT

## IMPORTANT

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

## REVISION OF A NOTICE OF RENT INCREASE

### Fixed-Term Tenancies:

- The landlord and tenant may agree at the beginning of the tenancy and specify how much notice will be required to increase the rent.
- The landlord and tenant also may agree at the beginning of the tenancy that there will be no rent increases during the term of the tenancy agreement. If this is the case and a tenant receives a Notice of Rent Increase from the landlord, the tenant can disregard the notice.

**Periodic Tenancies (such as week-to-week, month-to-month or year-to-year):** The landlord has the right to increase the rent for any of these types of tenancies provided the proper amount of written notice is given to the tenant.

**Long-term tenancies:** Once a tenant is considered a long-term tenant under the Act, a landlord must do the following to increase the rent:

- issue a Notice of Rent Increase that is a document separate from any other notice or receipt
- increase the rent for each unit in the same building by the same percentage, or increase the rent in relation to what is reasonably charged for comparable units in the same geographic area.

**Mobile Home Sites:** A landlord who wants to increase the rent for a mobile home site must also ensure that the Notice of Increase is a document separate from any other notice or receipt. He/she must also increase the rent for each mobile home site in the mobile home park or in the same area of the mobile home park by the same percentage.

Type of lease	Minimum notice period
Fixed-term lease	<ul style="list-style-type: none"><li>• the Landlord may increase the rent only if the amount and the time of the increase are specified in subsection 4A(5) of the lease, or</li><li>• <b>where permitted</b> in Section 4A(5) of the lease but not specified, <b>at least three (3) months</b></li></ul>
Week-to-week lease	At least two months
Month-to-month lease	At least two months
Year-to-year and long-term tenancy	At least three months
Mobile home site	At least six months

**Tenants have 15 days after receiving the Notice of Rent Increase** from a landlord to submit an [Application for Assistance](#) to the Office of the Rentalsman to request a revision of this notice.

A landlord cannot request a rent increase as retaliation against the tenant. The rent increase must be a separate document from any other notice or receipt given to the tenant by the landlord.

## REVISION OF A NOTICE OF ALTERATION OF TENANCY AGREEMENT

Generally, once terms of a tenancy have been agreed on by a landlord and tenant, the only item that may be changed with proper notice is the amount of rent due. The exception to this is when a tenant has been renting the premises for a period of five years or more consecutively, at which time they are considered to be a long-term tenant under the Act. The other exception is for tenants renting a mobile home site. If a tenant is a long-term tenant or a mobile home site tenant, the landlord may issue a notice to the tenant asking to change the terms of the tenancy agreement.

If a landlord wants to change the terms of a long-term tenancy or a mobile home site tenancy, **other than rent**, the landlord must issue a written notice to the tenant identifying the terms that are to be changed.

This notice must be given to the tenant **at least three months** before the date the landlord wants the changes to take effect. The changes cannot conflict with the *Residential Tenancies Act*, and the changes must be reasonable and fair.

A long-term tenant or tenant of a mobile home site who receives a notice from the landlord looking to change the terms of their tenancy agreement, other than rent, **may apply to the Office of the Rentalsman within 15 days of receiving the notice** to have it reviewed by a Rentalsman.

The Rentalsman has the authority to cancel the notice if the landlord is unable to show the Rentalsman that the changes do not conflict with the Act, or that the changes are reasonable and fair.

## 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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