



HOW TO DEFEND A CLAIM

When your landlord makes a claim on your security deposit, you will receive a letter from the Office of the Rentalsman notifying you of the claim, together with a copy of the claim. You will be given an opportunity to defend the claim by a specified date, which is within approximately 10 days if you have provided us with your forwarding address, or within approximately 3 weeks if we have no forwarding address for you.

If you are in agreement with the claim, notify our office by the date specified in our letter. This is especially beneficial to you if the claim is for only a portion of your security deposit, as it allows our office to reimburse your portion more quickly.

If you wish to dispute the claim, you must put your defense in writing by the date specified in our letter to you. **It is not sufficient just to say that you do not agree with the claim** – you must provide evidence.

Your written dispute should include the following information:

- A clear **statement** of why you are disputing the claim.
- Any **evidence** you have to support your defense of the claim. **Make certain** that you include receipts, photos, copies of any termination notice you have received from or given to your landlord, an in-going Inspection Report signed by both parties, quotes for costs, witness statements or any other relevant information.

If you agree with the claim but dispute the amount being claimed, state that in your defense, and present your evidence to support the dispute on costs. Include quotes from contractors or suppliers to support your position.

If you do not respond to our letter, the Rentalsman will proceed with the claim process, and the claim may be awarded to your landlord in accordance with the *Residential Tenancies Act*.

If you wish to use your security deposit to pay your landlord for something other than rent, cleaning or damage, such as a utility bill or damage in a common area or to another apartment, you must instruct the Office of the Rentalsman in writing.

IN THE FUTURE, YOUR BEST DEFENCE TO A CLAIM WILL BE TO PREVENT ONE FROM BEING FILED AGAINST YOUR DEPOSIT IN THE FIRST PLACE.

- Make certain you give your landlord a proper **written notice** to terminate your tenancy and serve it within the proper time limits depending on the type of tenancy you have.
- A security deposit can only be claimed for rent owing, cleaning or damages.
- Make certain you **clean the unit and repair any damages** you have caused before you move out.
- It is recommended that whenever possible, you and your landlord **complete a final inspection** once you have moved out.
- Other information sheets on landlord/tenant procedures are available at our offices.

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