

The Residential Tenancies Act

24.2 Sections 24.3 to 24.7 apply to all tenancies of premises, other than mobile home sites, that have been occupied by the same tenant for five consecutive years or more.

Term of tenancy

24.3 All tenancies of premises described in section 24.2 shall be deemed to be periodic tenancies and shall be deemed to run from month to month.

Alteration of tenancy agreement

24.4(1) Notwithstanding subsection 9(2), a landlord of premises described in section 24.2 may alter any provision of the Standard Form of Lease or other tenancy agreement for the premises, except the one providing for the amount of the rent, if

- (a) the landlord serves on the tenant at least three months written notice of the alteration,
- (b) the alteration does not conflict with a provision of this Act or with a right or duty stated in this Act, and
- (c) the alteration is reasonable and fair.

24.4(2) A tenant who is served notice under subsection (1) may apply in writing to a Rentalsman within fifteen days after the receipt of the notice to have the notice reviewed by the Rentalsman.

24.4(3) If a tenant applies to a Rentalsman under subsection (2), the Rentalsman shall review the notice and shall ask the landlord to establish

- (a) that the alteration does not conflict with a provision of this Act or with a right or duty stated in this Act, and
- (b) that the alteration is reasonable and fair.

24.4(4) The Rentalsman shall set aside the notice served under subsection (1) if the landlord fails to establish to the satisfaction of the Rentalsman

- (a) that the alteration does not conflict with a provision of this Act or with a right or duty stated in this Act, and
- (b) that the alteration is reasonable and fair.

24.4(5) The Rentalsman shall confirm the notice served under subsection (1) and may vary the day on which the alteration is effective if the landlord establishes to the satisfaction of the Rentalsman

- (a) that the alteration does not conflict with a provision of this Act or with a right or duty stated in this Act, and
- (b) that the alteration is reasonable and fair.

Increase in rent

24.5(1) Notwithstanding section 11.1, a landlord of premises described in section 24.2 shall not increase the rent for the premises except in accordance with this section.

24.5(2) A landlord may increase the rent for premises described in section 24.2 if

- (a) the landlord serves on the tenant at least three months written notice of the increase,
- (b) the notice of the increase is a document separate from any other notice or receipt given to or served on the tenant by the landlord, and
- (c) the landlord is increasing the rent for each comparable unit in the same building by the same percentage or the increased rent is reasonable in relation to that charged for comparable units in the same geographical area.

24.5(3) A tenant who is served notice under subsection (2) may apply in writing to a Rentalsman within fifteen days after the receipt of the notice to have the notice reviewed by the Rentalsman.

24.5(4) If a tenant applies to a Rentalsman under subsection (3), the Rentalsman shall review the notice and shall ask the landlord to establish

- (a) that the notice of the increase is a document separate from any other notice or receipt given to or served on the tenant by the landlord, and
- (b) that the landlord is increasing the rent for each comparable unit in the building by the same percentage or the increased rent is reasonable in relation to that charged for comparable units in the same geographical area.

24.5(5) The Rentalsman shall set aside the notice served under subsection (2) if the landlord fails to establish to the satisfaction of the Rentalsman

- (a) that the notice of the increase is a document separate from any other notice or receipt given to or served on the tenant by the landlord, and
- (b) that the landlord is increasing the rent for each comparable unit in the building by the same percentage or the increased rent is reasonable in relation to that charged for comparable units in the same geographical area.

24.5(6) The Rentalsman shall confirm the notice served under subsection (2) and may vary the day on which the increase in the rent is effective if the landlord establishes to the satisfaction of the Rentalsman

(a) that the notice of the increase is a document separate from any other notice or receipt given to or served on the tenant by the landlord, and

(b) that the landlord is increasing the rent for each comparable unit in the building by the same percentage or the increased rent is reasonable in relation to that charged for comparable units in the same geographical area.

Termination of tenancy

24.6(1) Notwithstanding subsection 24(1), a notice of termination of a tenancy of premises described in section 24.2 is to be served by the landlord at least three months before the expiration of any month to be effective on the last day of that month.

24.6(2) A notice of termination of a tenancy described in section 24.2 is to be served by the tenant at least one month before the expiration of any month to be effective on the last day of that month.

Limitation on landlord's right to terminate

24.7(1) Where a tenant has occupied premises for five consecutive years or more, the landlord shall not serve a notice of termination of the tenancy unless

(a) the landlord intends in good faith that the premises will be occupied by the landlord, the landlord's spouse, a child of the landlord, a parent of the landlord or a parent of the landlord's spouse,

(b) the premises occupied by the tenant will be used other than as residential premises,

(c) the premises will be renovated to such an extent that vacant possession is necessary to perform the renovation, or

(d) the tenancy arises out of an employment relationship between the tenant and the landlord in which the employment relates to the maintenance or management of the premises, or both, and the employment relationship is terminated.

24.7(2) A landlord who serves a notice of termination of a tenancy under subsection (1) shall state the reason for the termination in the notice of termination.

24.7(3) A tenant who is served notice of termination of the tenancy may apply in writing to a Rentalsman within fifteen days after the receipt of the notice to have the notice reviewed by the Rentalsman.

24.7(4) If a tenant applies to a Rentalsman under subsection (3), the Rentalsman shall review the notice and shall ask the landlord to establish the reason for the termination.

24.7(5) The Rentalsman shall set aside the notice of termination if the landlord fails to establish to the satisfaction of the Rentalsman that the reason for the termination is one of those listed in subsection (1).

24.7(6) The Rentalsman shall confirm the notice of termination and may vary the day on which the tenancy is to terminate if the landlord establishes to the satisfaction of the Rentalsman that the reason for the termination is one of those listed in subsection (1).

24.7(7) If a tenant does not apply to a Rentalsman under subsection (3) within fifteen days after the receipt of the notice of termination of the tenancy, the tenant shall be deemed to have accepted the notice as terminating the tenancy on the day set in the notice.

24.7(8) If a landlord who has served a notice of termination of a tenancy on the basis of a reason listed in paragraph (1)(a), (b) or (c) does not, within two months after the tenancy terminates, occupy, lease, use or renovate the premises in a manner consistent with the reason for the termination as stated in the notice of termination, the tenant who was served with the notice of termination may bring an action to compensate the tenant for losses caused by the termination.

24.7(9) If, before the commencement of this subsection, a notice of termination is served by a landlord on a tenant who has occupied the premises for five consecutive years or more before the notice of termination is served, but the termination is not effective until after the commencement of this subsection, the notice is void unless it has been served in accordance with subsection 24.6(1), the reason for the termination is one of those listed in subsection (1) and the reason has been stated in the notice.

OFFICE OF THE RENTALSMAN

www.snb.ca/irent

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

Place 1604
200 Champlain St.
Dieppe, NB
E1A 1P1
Tel : 506-856-2330
Fax : 506-856-3177

Executive Tower
PO Box 5001
161 Main St.
Bathurst, NB
E2A 3Z9
Tel: 506-547-2162
Fax: 506-547-2106

City Centre Mall
PO Box 5001
157 Water St.
Campbellton, NB
E3N 3H5
Tel: 506-789-2362
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