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SNL2018 CHAPTER R-14.2

RESIDENTIAL TENANCIES ACT, 2018
[In force January 1, 2019]

Amended:

CHAPTER R-14.2

AN ACT RESPECTING TENANCIES OF RESIDENTIAL PREMISES

(Assented to May 31, 2018)

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Be it enacted by the Lieutenant-Governor and House of Assembly in Legislative Session convened, as follows:

Short title

1. This Act may be cited as the *Residential Tenancies Act, 2018*.

[2018 cR-14.2 s1](#)

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Definitions

2. In this Act

- (a) "director" means the Director of Residential Tenancies appointed under section 5;
- (b) "family violence" has the same meaning as in section 3 of the *Family Violence Protection Act*;
- (c) "landlord" includes
 - (i) an owner of a residential premises,
 - (ii) an agent or another person who, on behalf of an owner,
 - (A) permits the use or occupation of a residential premises under a rental agreement, or
 - (B) exercises powers and performs duties under this Act or the rental agreement,
 - (iii) the heirs, assigns and personal representatives of a person referred to in subparagraph (i), and
 - (iv) a person, other than a tenant using or occupying a residential premises, who
 - (A) is entitled to use or occupy the residential premises, and
 - (B) exercises any of the rights of a person referred to in subparagraph (i) or (ii) under this Act or a rental agreement;
- (d) "minister" means the minister appointed under the *Executive Council Act* to administer this Act;
- (e) "mobile home" means a dwelling unit used as a residential premises and designed to be mobile but does not include a travel trailer, camper trailer or other similar trailer;
- (f) "mobile home park" means a related group of mobile homes, and includes any lands, structures, services and facilities available for the use and enjoyment of a tenant;
- (g) "rent" means money or other value paid, or required to be paid under a rental agreement, by a tenant to a landlord before or during the use or occupancy of a residential premises for the use or occupation of the residential premises and includes
 - (i) an amount payable for the use of furniture contained in the residential premises,
 - (ii) an amount payable for the cost of utilities,
 - (iii) a fee assessed under section 15, and
 - (iv) a payment made to a landlord on the sale of a mobile home including
 - (A) a payment for the right to use or occupy the land, and
 - (B) a fee charged to connect a mobile home to a service or a facility;
- (h) "rental agreement" means a written, oral or implied agreement between a landlord and a tenant in which the tenant is granted the right to use or occupy a residential premises on the condition rent is paid;
- (i) "rental period" means the weekly or monthly interval at which rent is payable under a rental agreement;

- (j) "residential complex" means
 - (i) a building or part of a building or a related group of buildings in which one or more residential premises are located, and includes any lands, structures, services and facilities available for the use and enjoyment of a tenant, and
 - (ii) a mobile home park;
- (k) "residential premises" means
 - (i) living accommodation that is rented and is used or occupied or intended for use or occupation by a tenant as a residence, including a house, apartment, room or similar place, and
 - (ii) land rented by a tenant upon which the tenant locates a mobile home;
- (l) "security deposit" means money or other value paid, or required to be paid under a rental agreement, by a tenant to a landlord to be held as security for
 - (i) the performance of an obligation, or
 - (ii) a liability of the tenant; and
- (m) "tenant" includes
 - (i) a person who is entitled to use or occupy a residential premises under a rental agreement,
 - (ii) a person other than a landlord who enters into a rental agreement for the purpose of renting a residential premises for use or occupation by another person, and
 - (iii) the assigns and personal representatives of a person referred to in subparagraph (i) or (ii).

[2018 cR-14.2 s2](#)

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Application of Act

3. (1) Notwithstanding another Act or agreement, declaration, waiver or statement to the contrary, this Act applies where the relationship of landlord and tenant exists in respect of residential premises.

(2) Notwithstanding another Act or agreement, declaration, waiver or statement to the contrary, this Act applies to residential premises, residential complexes and rental agreements, whether made before or after this Act comes into force.

(3) The relationship of landlord and tenant shall be considered to exist in respect of residential premises where the tenant

- (a) uses or occupies residential premises and
 - (i) has paid or agreed to pay rent to the landlord, or
 - (ii) a governmental department or agency has paid or has agreed to pay rent to the landlord;
- (b) makes an agreement with the landlord by which the tenant is granted the right to use or occupy residential premises in consideration of the payment of or the promise to pay rent; or
- (c) has used or occupied residential premises and
 - (i) has paid or agreed to pay rent to the landlord, or
 - (ii) a governmental department or agency has paid or agreed to pay rent to the landlord.
- (4) This Act does not apply to
 - (a) living accommodation used or occupied on a transient basis provided in a hotel, motel, inn, tourist home, hostel or other similar accommodation;
 - (b) living accommodation used or occupied as a vacation home for a seasonal or temporary period;

- (c) living accommodation used or occupied by a person for penal, correctional, rehabilitative or therapeutic purposes or for the purpose of receiving care;
- (d) living accommodation provided to temporarily shelter persons in need;
- (e) living accommodation provided in a hospital, nursing home or a home established to provide personal care for the aged;
- (f) living accommodation provided by an educational institution to its students;
- (g) living accommodation provided on a transient basis by a religious, charitable or non-profit organization for the purpose for which it is established;
- (h) living accommodation provided by a co-operative housing corporation to its members or shareholders who use or occupy the living accommodation;
- (i) living accommodation attached to residential premises used or occupied for a business purpose where both are under a single rental agreement, unless the person using or occupying the living accommodation is a person other than the person using or occupying the residential premises for business purposes;
- (j) a government department or agency that pays rent on behalf of a tenant;
- (k) an attornment clause in a mortgage or other instrument creating a security interest in residential premises; and
- (l) residential complexes or residential premises that are exempted from this Act by regulation.

[2018 cR-14.2 s3](#)

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Crown bound

4. (1) The Crown is bound by this Act.

(2) Notwithstanding subsection (1), where a residential premises is owned or administered by or for the Government of Canada, the province, a municipality or an agency of one of them and rent for the residential premises is directly subsidized by the Government of Canada or the province, this Act does not apply to the

- (a) setting of rent based on the tenant's income;
- (b) subletting of the residential premises;
- (c) allocation of the residential premises based on household size; and
- (d) setting of a security deposit under section 14.

[2018 cR-14.2 s4](#)

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Appointment of director

5. (1) The minister shall appoint a Director of Residential Tenancies who shall be responsible for

- (a) the general administration of this Act;
- (b) exercising the powers and performing the duties of the director under this Act; and
- (c) providing information to landlords, tenants and other persons respecting rights and obligations under this Act.

(2) The minister may appoint a Deputy Director of Residential Tenancies who shall exercise the powers and perform the duties of the director where

- (a) the director is absent or unable to act;
- (b) the director considers it necessary to delegate his or her authority; or
- (c) the office of the director is vacant.

[2018 cR-14.2 s5](#)

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Powers of director

6. The director may
 - (a) investigate and determine a matter arising under a rental agreement or this Act; and
 - (b) assign duties, including mediation and adjudication of disputes, to the persons the director considers appropriate.

[2018 cR-14.2 s6](#)

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Provision of rental agreement and information

7. (1) At the time a landlord and tenant enter into a rental agreement, the landlord shall provide the tenant with a copy of this Act and the regulations, and where requested by the landlord, the tenant shall sign an acknowledgement of receipt.

(2) Where a landlord and tenant enter into a written rental agreement, the landlord shall provide the tenant with a copy of the signed rental agreement within 10 days after it is signed, and where requested by the landlord, the tenant shall sign an acknowledgement of receipt.

(3) Where a landlord and tenant enter into an oral or implied rental agreement, the landlord shall provide the tenant with a written notice containing the information prescribed in the regulations within 10 days after entering into the rental agreement, and where requested by the landlord, the tenant shall sign an acknowledgement of receipt.

(4) Notwithstanding the terms of a rental agreement, where a landlord has not complied with subsection (2) or (3), the tenant's obligation to pay rent is suspended and the landlord shall not require the tenant to pay rent until the landlord complies with subsection (2) or (3).

(5) Where the landlord has complied with subsection (2) or (3), the tenant shall pay all rent withheld from the landlord under subsection (4).

(6) Rent paid by the tenant to the landlord while the tenant's obligation to pay rent is suspended under subsection (4) may be retained by the landlord.

(7) At the time a landlord and tenant enter into a rental agreement, the landlord shall provide the tenant with a written notice stating

- (a) the landlord's name, telephone number and address where documents may be received, delivered or served by the tenant; and
- (b) the name, telephone number and address of an agent or other person where the landlord has an agent or another person who is responsible for the residential premises.

(8) Where a landlord is replaced by a new landlord, the new landlord shall immediately provide the tenant with a written notice

- (a) containing the information set out in paragraphs (7)(a) and (b); and
- (b) stating the amount of the security deposit held under section 14 and the interest credited under subsection 14(7) to the date when the new landlord replaced the previous landlord.

(9) A landlord shall immediately notify the tenant in writing of a change to the information under paragraphs (7)(a) or (b).

(10) Where a landlord is a corporation registered under the *Corporations Act*, a notice under this section shall include the corporation's name as registered under that Act.

(11) The information provided by the landlord to the tenant in this section shall be provided without cost to the tenant.

[2018 cR-14.2 s7](#)

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Types of rental agreement

8. (1) A landlord may enter into a rental agreement where a residential premises is rented
 - (a) from week to week;

- (b) from month to month; or
 - (c) for a fixed term of not less than 6 months.
- (2) Where a residential premises is rented for a period that is
- (a) less than one week, the residential premises shall be considered to be rented from week to week;
 - (b) more than one week and less than 6 months, the residential premises shall be considered to be rented from month to month; and
 - (c) more than 12 months, the residential premises shall be considered to be rented for a fixed term of 12 months.
- (3) Where a tenant continues to use or occupy a residential premises after a fixed term has expired, and notice of termination of the rental agreement
- (a) has not been given, the relationship of landlord and tenant shall continue under the terms and conditions in the rental agreement, but the tenancy may be terminated by giving notice in accordance with paragraph 18(1)(b) or 18(2)(b); or
 - (b) has been given, the relationship of landlord and tenant shall continue under the terms and conditions in the rental agreement until the expiration of the notice period.

[2018 cR-14.2 s8](#)

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Landlord and tenant relationship

9. (1) A relationship of landlord and tenant takes effect when the tenant is entitled to use or occupy the residential premises whether or not the tenant actually uses or occupies it.
- (2) The doctrine of frustration of contract and the *Frustrated Contracts Act* apply to a rental agreement.
- (3) A common law rule respecting the effect of the contravention of a material covenant by a party to a contract on the obligation to perform by the other party applies to a rental agreement.
- (4) Where a relationship of landlord and tenant exists, a covenant concerning a thing related to the residential premises is considered to run with the land whether or not the thing is in existence at the time the relationship commenced.

[2018 cR-14.2 s9](#)

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Statutory conditions

10. (1) Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of landlord and tenant exists, there shall be considered to be an agreement between the landlord and tenant that the following statutory conditions governing the residential premises apply:

1. *Obligation of the Landlord* -

- (a) The Landlord shall maintain the residential premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.
- (b) Paragraph (a) applies regardless of whether, when the landlord and tenant entered into the rental agreement, the tenant had knowledge of a state of non-repair, unfitness for habitation or contravention of a law respecting health, safety or housing in the residential premises.

2. *Obligation of the Tenant* - The tenant shall keep the residential premises clean, and shall repair damage caused by a wilful or negligent act of the tenant or of a person whom the tenant permits on the residential premises.

3. *Assigning or Subletting Residential Premises* - The tenant may assign or sublet the residential premises subject to the written consent of the landlord, and the landlord shall not arbitrarily or unreasonably withhold consent and shall not levy a charge in excess of expenses actually incurred by the landlord in relation to giving consent.

4. *Mitigation on Abandonment* - Where the tenant abandons the residential premises, the landlord shall mitigate damages that may be caused by the abandonment to the extent that a party to a contract is required by law to mitigate damages.

5. Entry of Residential Premises - Except in the case of an emergency, the landlord shall not enter the residential premises without the consent of the tenant unless

- (a) notice of termination of the rental agreement has been given and the entry is at a reasonable time for the purpose of showing the residential premises to a prospective tenant or purchaser and a reasonable effort has been made to give the tenant at least 4 hours' notice;
- (b) the entry is made at a reasonable time and written notice of the time of the entry has been given to the tenant at least 24 hours in advance of the entry; or
- (c) the tenant has abandoned the residential premises under section 31.

6. Entry Doors - Except by mutual consent, neither the landlord nor the tenant shall, during the use or occupancy of the residential premises by the tenant, alter a lock or locking system on a door that gives entry to the residential premises.

7. Peaceful Enjoyment and Reasonable Privacy -

- (a) The tenant shall not unreasonably interfere with the rights and reasonable privacy of a landlord or other tenants in the residential premises, a common area or the property of which they form a part.
- (b) The landlord shall not unreasonably interfere with the tenant's reasonable privacy and peaceful enjoyment of the residential premises, a common area or the property of which they form a part.

8. Disconnection of Services - A landlord or tenant shall not, without the written consent of the other party to the rental agreement, disconnect or cause to be disconnected heat, water or electric power services being provided to the residential premises.

(2) Where a landlord and tenant enter into a written rental agreement, the statutory conditions set out in subsection (1) shall be reproduced in the rental agreement without variation or modification.

[2018 cR-14.2 s10](#)

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Rent paid in other than money

11. (1) Where rent is payable in part or in whole in other than money, a landlord shall give to the tenant a written document, signed by the landlord, specifying the payment in other than money and valuing in money each item contained in the payment.

(2) The written document referred to in subsection (1) may form part of a written rental agreement.

(3) Subsection (1) applies whether rent is payable in other than money on one or more occasions or on a regular basis.

(4) Where a landlord fails to value in money each item contained in the payment under subsection (1), the director may, upon hearing an application under section 42, value each item contained in the payment.

(5) Where there is no written document which provides for payment of rent in whole or in part in other than money, the director may, upon hearing an application under section 42, determine whether an agreement exists between the parties and may value in money each item contained in the payment.

[2018 cR-14.2 s11](#)

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Future rent

12. (1) A landlord shall not require a tenant to make, or accept from a tenant,

- (a) a prepayment of the last week's or the last month's rent; or
- (b) a single rental payment that is greater than any other regular rental payment required under the rental agreement.

(2) Notwithstanding subsection (1), a rental agreement may provide for the delivery of a post-dated payment method for the payment of rent.

[2018 cR-14.2 s12](#)

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Rent for fixed term rental agreement

13. Where a residential premises is rented for a fixed term, a rental agreement for the residential premises shall provide for payment of rent by equal monthly instalments, whether or not the total amount of rent payable for the term is stated.

[2018 cR-14.2 s13](#)

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Security deposit

14. (1) A landlord shall not demand from a tenant a security deposit that is

- (a) more than the amount of rent payable for the first 2 weeks where the residential premises is rented from week to week;
- (b) more than 3/4 of the amount of rent payable for the first month where the residential premises is rented from month to month; or
- (c) more than 3/4 of the amount of rent that would be payable for the first month if rent was divided into a monthly payment where the residential premises is rented for a fixed term.

(2) Where a landlord receives from a tenant money or other value that is more than the amount of rent payable in respect of the residential premises, the money or value shall be considered to be a security deposit.

(3) Where a landlord receives a security deposit that is more than the amount permitted under subsection (1), the tenant may deduct the overpayment from rent or may recover the overpayment together with interest on the amount of the overpayment at the rate prescribed in the regulations.

(4) Upon receipt of a security deposit, the landlord shall give the tenant a written acknowledgement of receipt stating the amount of the security deposit, the date of receipt and the residential premises and residential complex to which it applies.

(5) Within 2 banking days of receipt of a security deposit, the landlord shall deposit it in an interest bearing account located in the province at a financial institution authorized to accept deposits.

(6) Where a landlord has 3 or more residential premises, the interest bearing account referred to in subsection (5) shall be a trust account used exclusively for security deposits.

(7) A landlord shall credit interest to the tenant on the full amount or value of the security deposit, at the rate prescribed by the regulations, during the time the security deposit is held by the landlord.

(8) A security deposit is not an asset of the landlord but is held by the landlord in trust and may be used, retained or disbursed only as provided in this section.

(9) Not later than 10 days after the tenant vacates the residential premises, the landlord shall return the security deposit to the tenant unless the landlord has a claim for all or part of the security deposit.

(10) Where a landlord believes he or she has a claim for all or part of the security deposit,

- (a) the landlord and tenant may enter into a written agreement on the disposition of the security deposit; or
- (b) the landlord or the tenant may apply to the director under section 42 to determine the disposition of the security deposit.

(11) Where a tenant makes an application under paragraph (10)(b), the landlord has 10 days from the date the landlord is served with a copy of the tenant's application to make an application to the director under paragraph (10)(b).

(12) A landlord who does not make an application in accordance with subsection (11) shall return the security deposit to the tenant.

(13) Where a landlord does not make an application under paragraph (10)(b) or return the security deposit in accordance with subsection (12), the director may, without conducting a hearing, make an order requiring the landlord to return the security deposit to the tenant.

(14) Where a landlord does not make an application under subsection (11), he or she is not prohibited from making an application under section 42 other than an application with respect to a claim against the security deposit.

(15) For the purpose of subsections (8) to (14), "security deposit" includes the interest credited under subsection (7).

[2018 cR-14.2 s14](#)

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Fee for failure to pay rent

15. (1) Where a tenant does not pay rent for a rental period within the time stated in the rental agreement, the landlord may charge the tenant a late payment fee in an amount set by the minister.

(2) Where a cheque for the payment of rent is returned to a landlord by a financial institution because of insufficient funds, the landlord may charge the tenant a fee in the same amount as the fee charged to the landlord by the financial institution.

[2018 cR-14.2 s15](#)

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Rental increase

16. (1) Notwithstanding another Act, agreement, declaration, waiver or statement to the contrary, a landlord shall not increase the amount of rent payable by a tenant,

- (a) where the residential premises is rented from week to week or month to month, more than once in a 12 month period;
- (b) where the residential premises is rented for a fixed term, during the term of the rental agreement; or
- (c) where a tenant continues to use or occupy the residential premises after a fixed term has expired, more than once in a 12 month period.

(2) Notwithstanding subsection (1), a landlord shall not increase the amount of rent payable by a tenant during the 12 month period immediately following the commencement of the rental agreement.

(3) Where a landlord increases the amount of rent payable by a tenant, the increase shall be effective on the first day of a rental period, and the landlord shall give the tenant written notice of the increase

- (a) not less than 8 weeks before the effective date of the increase where the residential premises is rented from week to week; and
 - (b) not less than 6 months before the effective date of the increase where the residential premises is rented from month to month or for a fixed term.
- (4) In addition to the requirements under section 34, a notice under subsection (3) shall
- (a) be signed by the landlord;
 - (b) state the effective date of the increase;
 - (c) state the amount of the increase;
 - (d) state the amount of rent payable when the increase becomes effective; and
 - (e) be served in accordance with section 35.

(5) Where a landlord discontinues a service, privilege, accommodation or benefit or a service, privilege, accommodation or benefit is unavailable for a period of time, and the discontinuance or unavailability results in a reduction of the tenant's use and enjoyment of the residential premises, the value of the discontinued service, privilege, accommodation or benefit is considered to be an increase in the amount of rent payable.

(6) The director may, upon hearing an application under section 42, value a service, privilege, accommodation or benefit discontinued or unavailable for a time under subsection (5).

(7) Notwithstanding subsection (1), where the landlord and tenant agree in writing, a landlord may increase the amount of rent payable by a tenant for the residential premises without notice under subsection (3) where the increase is due to the provision of a service, facility, privilege or benefit, including a parking space, that was not previously provided under the rental agreement.

[2018 cR-14.2 s16](#)

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Record of tenant's payments

17. (1) A landlord shall maintain a complete and up-to-date record of

- (a) rent and other money received from a tenant; and
- (b) the receipt and disbursement of a security deposit and interest under section 14.

(2) A record required under subsection (1) shall identify the tenant and residential premises to which the money relates.

(3) Upon the request of a tenant, a landlord shall provide a tenant with a receipt for rent or other money paid to the landlord in relation to the residential premises.

[2018 cR-14.2 s17](#)

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Notice of termination of rental agreement

18. (1) A tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises

- (a) not less than 7 days before the end of a rental period where the residential premises is rented from week to week;
- (b) not less than one month before the end of a rental period where the residential premises is rented from month to month; and
- (c) not less than 2 months before the end of the term where the residential premises is rented for a fixed term.

(2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises

- (a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;
- (b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and
- (c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

(3) Notwithstanding subsections (1) and (2), where the residential premises is a site for a mobile home

- (a) a tenant shall give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises not less than one month before the end of a rental period; and
- (b) a landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises not less than 6 months before the end of a rental period.

(4) Notwithstanding paragraph (3)(b), the director may, upon hearing an application by the tenant under section 42, determine that a 6 month notice period would result in undue hardship for the tenant, and may make an order extending the notice period.

(5) Notwithstanding subsections (1) to (3), a notice of termination is not required to be given where a landlord and a tenant agree in writing to terminate the rental agreement on a specific date.

(6) Notwithstanding subsections (1) to (3), a landlord and tenant may agree in writing to a longer notice period.

(7) Where a landlord gives a tenant notice that the rental agreement is terminated under subsection (2) or paragraph (3)(b), the applicable notice period in subsection (1) or paragraph (3)(a) continues to apply in respect of the tenant.

(8) Notwithstanding that the notice period required under subsection (1) is longer than one month, a tenant and any other tenants in the same residential premises may terminate a rental agreement by giving one month's notice to the landlord under the following circumstances:

- (a) the tenant's income is reduced as a result of ill health and the notice to the landlord is accompanied by evidence of the tenant's reduction in income;

- (b) the income of a person who has been providing financial assistance towards the payment of the tenant's rent is no longer able to provide financial assistance due to ill health and the notice to the landlord is accompanied by evidence of the ill health of the person who has been providing financial assistance;
 - (c) the tenant is required to reside with a family member because of the ill health of the family member and the notice to the landlord is accompanied by evidence of the ill health of the family member;
 - (d) the tenant is admitted permanently into a home that provides personal care for the aged and the notice to the landlord is accompanied by evidence of the tenant's admission into the home; or
 - (e) the tenant dies and the notice to the landlord is accompanied by evidence of the tenant's death.
- (9) In addition to the requirements under section 34, a notice under this section shall
- (a) be signed by the person providing the notice;
 - (b) be given not later than the first day of a rental period;
 - (c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and
 - (d) be served in accordance with section 35.

[2018 cR-14.2 s18](#)

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Notice where failure to pay rent

19. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b),

- (a) where the residential premises is rented from week to week and the amount of rent payable by a tenant is overdue for 3 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 3 days after the notice is served on the tenant; and
- (b) where the residential premises is
 - (i) rented from month to month,
 - (ii) rented for a fixed term, or
 - (iii) a site for a mobile home, and

the amount of rent payable by a tenant is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises on a specified date not less than 10 days after the notice is served on the tenant.

(2) Notwithstanding subsection (1), where the tenant pays the full amount of the overdue rent, including a fee under section 15, before the date specified in the notice under paragraph (1)(a) or (b), the rental agreement is not terminated and the tenant is not required to vacate the residential premises.

(3) Subsection (2) does not apply where notice is given to a tenant under paragraph (1)(a) or (b) more than twice in a 12 month period.

- (4) In addition to the requirements under section 34, a notice under this section shall
- (a) be signed by the landlord;
 - (b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
 - (c) be served in accordance with section 35.

[2018 cR-14.2 s19](#)

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Notice where material term of agreement contravened

20. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes a material term of a rental agreement, the tenant may give the landlord written notice of the contravention, and if the landlord fails to remedy the contravention within a reasonable time after the notice has been served, the tenant may give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises.

(2) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes a material term of a rental agreement, the landlord may give the tenant written notice of the contravention, and if the tenant fails to remedy the contravention within a reasonable time after the notice has been served, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises.

(3) Where the tenant gives a landlord notice under subsection (1) or the landlord gives a tenant notice under subsection (2) that a rental agreement is terminated, the notice shall be given

- (a) not less than 7 days before the end of a rental period where the residential premises is rented from week to week; and
- (b) not less than one month before the end of a rental period where the residential premises is
 - (i) rented from month to month,
 - (ii) rented for a fixed term, or
 - (iii) a site for a mobile home.

(4) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the person providing the notice;
- (b) be given not later than the first day of a rental period;
- (c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and
- (d) be served in accordance with section 35.

[2018 cR-14.2 s20](#)

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Notice where premises uninhabitable

21. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 1 set out in subsection 10(1), the tenant may give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises effective immediately.

(2) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where an action of, or a failure to act by, a tenant makes a residential premises unfit for habitation, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to vacate the residential premises effective immediately.

(3) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the person providing the notice;
- (b) state the date on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and
- (c) be served in accordance with section 35.

[2018 cR-14.2 s21](#)

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Notice where tenant's obligation not met

22. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 2 set out in subsection 10(1), the landlord may give the tenant notice requiring the tenant to comply with the condition.

(2) Where a tenant contravenes statutory condition 2 set out in subsection 10(1) within 3 days after the notice under subsection (1) has been served or within a reasonable time, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

(3) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the landlord;
- (b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- (c) be served in accordance with section 35.

[2018 cR-14.2 s22](#)

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Notice where landlord contravenes peaceful enjoyment and reasonable privacy

23. (1) Notwithstanding subsection 18(1) and paragraph 18(3)(a), where a landlord contravenes statutory condition 7(b) set out in subsection 10(1), the tenant may give the landlord notice that the rental agreement is terminated and the tenant intends to vacate the residential premises on a specified date not less than 5 days, but not more than 14 days, after the notice has been served.

(2) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the tenant;
- (b) state the date on which the rental agreement terminates and the tenant intends to vacate the residential premises; and
- (c) be served in accordance with section 35.

[2018 cR-14.2 s23](#)

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Notice where tenant contravenes peaceful enjoyment and reasonable privacy

24. (1) Notwithstanding subsection 18(2) and paragraph 18(3)(b), where a tenant contravenes statutory condition 7(a) set out in subsection 10(1), the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises on a specified date not less than 5 days after the notice has been served.

(2) In addition to the requirements under section 34, a notice under this section shall

- (a) be signed by the landlord;
- (b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises; and
- (c) be served in accordance with section 35.

[2018 cR-14.2 s24](#)

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Application for certificate

25. (1) Where

- (a) a tenant believes that because of family violence his or her own safety or the safety of a child residing with the tenant is at risk if he or she continues to reside in the residential premises; and
- (b) the residential premises is rented from month to month or for a fixed term,

the tenant or a person on behalf of the tenant, with the tenant's consent, may apply to the director for a certificate confirming that there are grounds for the tenant to terminate the rental agreement.

(2) An application under subsection (1) shall

- (a) be submitted to the director in the form and manner determined by the director; and
- (b) include the information the director considers reasonably necessary.

(3) The director may issue a certificate confirming that there are grounds for the tenant to terminate the rental agreement where

(a) the applicant provides to the director

(i) a copy of an emergency protection order granted under the *Family Violence Protection Act*, a restraining order, a peace bond or other court order that is in place to prevent a person who is alleged to have committed family violence against the tenant or a child residing with the tenant from contacting or communicating with the tenant or a child residing with the tenant, or

(ii) a statement from a person prescribed in the regulations, acting in his or her professional capacity, indicating his or her opinion that the tenant or a child residing with the tenant has been the subject of family violence; and

(b) the director is satisfied that there is a risk to the safety of the tenant or a child residing with the tenant if the tenant continues to reside in the residential premises.

(4) Within 5 business days of receiving an application under subsection (1) the director shall

(a) issue a certificate under subsection (3); or

(b) refuse to issue a certificate under subsection (3) and advise the applicant of the refusal.

(5) A person who provides a statement in accordance with subparagraph (3)(a)(ii) shall not be compelled in a court or other proceeding, including a proceeding before the director, to

(a) give evidence;

(b) produce a document; or

(c) provide information.

(6) An action or proceeding does not lie against a person who provides a statement under subparagraph (3)(a)(ii) in good faith.

(7) A decision by the director to issue or refuse to issue a certificate under this section is final and not subject to review or appeal.

(8) Notwithstanding subsection (7), a tenant who is refused a certificate under this section may reapply for a certificate where there is a change in circumstances.

[2018 cR-14.2 s25](#)

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Notice where tenant is victim of family violence

26. (1) Where a tenant is issued a certificate by the director under subsection 25(3), the tenant may terminate a rental agreement by giving at least 30 days' notice to the landlord.

(2) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the tenant;

(b) include a copy of the certificate issued by the director under subsection 25(3);

(c) state the date on which the rental agreement terminates and the tenant intends to vacate the residential premises;

(d) be provided not later than 90 days after the date on which the certificate under subsection 25(3) is issued; and

(e) be served in accordance with section 35.

(3) Where a notice to terminate a rental agreement is provided under this section, the tenant is responsible for the payment of rent only until the end of the notice period referred to in subsection (1).

(4) Where a rental agreement is terminated under this section, the rental agreement is terminated for all tenants under the same rental agreement and the landlord shall notify the other tenants that the rental agreement is being terminated.

(5) Nothing in subsection (4) prohibits the other tenants and the landlord from entering into a new rental agreement.

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Confidentiality

27. A landlord shall ensure that any information received in connection with a notice or certificate provided under section 26 is kept confidential unless the landlord is required to disclose that information

- (a) under this Act or any other Act or regulations; or
- (b) for the purpose of complying with a subpoena, warrant or order issued or made by a court, person or body with jurisdiction to compel the production of information.

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Group termination

28. (1) This section applies to

- (a) a residential complex that is not a mobile home park and has more than 9 residential premises; and
- (b) a residential complex that is a mobile home park and has more than 5 residential premises.

(2) A landlord shall not, within a 3 month period, give a notice of termination or refuse to renew rental agreements relating to 50 percent or more of the residential premises in a residential complex.

(3) Notwithstanding subsection (2), the landlord may give a notice of termination or refuse to renew rental agreements relating to 50 percent or more of the residential premises in a residential complex where the landlord

- (a) requires possession of the residential premises to
 - (i) demolish the residential premises,
 - (ii) change the use of the residential premises to a use other than a residential premises, or
 - (iii) make repairs or renovations to the residential premises so extensive that the residential premises is required to be vacant; and
- (b) has obtained a permit or the authority required for the purpose for which possession is required under paragraph (a).

(4) Notwithstanding subsection 18(2) and paragraph 18(3)(b), a landlord shall give a tenant 6 months' notice of the termination of a rental agreement under this section.

(5) Notwithstanding subsection (2), a landlord may, within a 3 month period, give a notice of termination or refuse to renew rental agreements relating to 50 percent or more of the residential premises in a residential complex where subsections 19(1), 20(2), 22(2) or 24(1) apply.

(6) Where a landlord gives a tenant notice to terminate the rental agreement or refuses to renew the rental agreement under subsection (3), the tenant may terminate the rental agreement earlier by giving not less than 10 days' notice.

(7) Where a tenant terminates a rental agreement under subsection (6), the tenant is required to pay rent only up to the date he or she vacates the residential premises.

- (8) In addition to the requirements under section 34, a notice under this section shall
 - (a) be signed by the person providing the notice;
 - (b) state the date on which the rental agreement terminates and the tenant is required to vacate the residential premises or the date by which the tenant intends to vacate the residential premises; and
 - (c) be served in accordance with section 35.

(9) Notwithstanding subsection (4), the director may, upon hearing an application under section 42, determine that a 6 month notice period would result in undue hardship for the landlord or

the tenant and may make an order extending or reducing that notice period.

- (10) Where a rental agreement is terminated under this section and the landlord does not
 - (a) demolish the residential premises;
 - (b) change the use of the residential premises to a use other than a residential premises; or
 - (c) make repairs or renovations to the residential premises so extensive that the residential premises is required to be vacant, and

the landlord and a tenant enter into a rental agreement in relation to the residential premises, the landlord shall continue to charge the same rent as at the time of termination.

- (11) Where
 - (a) a tenant resides in a residential premises for a period of 5 consecutive years or more; and
 - (b) the landlord converts the residential premises into a condominium unit and receives an acceptable offer to purchase the condominium unit,

the landlord shall provide the tenant with a right of first refusal to purchase the condominium unit at the price and subject to the terms and conditions in the offer to purchase received by the landlord.

(12) Subsection (11) does not apply where the offer to purchase is an offer to purchase more than one unit.

(13) The landlord shall give the tenant referred to in subsection (11) not less than 72 hours' notice of the offer to purchase the unit before accepting the offer.

[2018 cR-14.2 s28](#)

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Termination for invalid purpose

29. (1) A landlord shall not

- (a) terminate or give notice to terminate a rental agreement; or
- (b) directly or indirectly coerce, threaten, intimidate or harass a tenant or a member of a tenant's family,

in retaliation for, or for the purpose of deterring the tenant from, making or intervening in a complaint or application in relation to a residential premises.

(2) Where a tenant who is served with a notice of termination of a rental agreement believes that the landlord has contravened subsection (1), he or she may, not later than one month after receiving the notice, apply to the director under section 42 for an order declaring that the rental agreement is not terminated.

[2018 cR-14.2 s29](#)

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Entry by public

30. (1) A landlord shall not restrict reasonable access by a member of the public to a residential premises for a reasonable purpose.

(2) A landlord shall not restrict reasonable access to a residential premises for the purpose of canvassing or distributing election material by a candidate for election to the House of Commons, the House of Assembly, a municipal government, a school board, or a similar government or board, or a candidate's representative.

[2018 cR-14.2 s30](#)

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Abandonment of residential premises by tenant

31. (1) Where a tenant has abandoned the residential premises, the landlord may enter and take possession of the residential premises.

- (2) A tenant is considered to have abandoned a residential premises where

- (a) the tenant has vacated the residential premises;
- (b) the rental agreement is not terminated in accordance with this Act or the rental agreement; and
- (c) rent is overdue.

(3) Before entering a residential premises for the purpose of taking possession under subsection (1), the landlord shall, not less than 24 hours before entering, post a notice in a conspicuous place on the residential premises stating

- (a) the landlord's belief that the tenant has abandoned the residential premises;
- (b) the landlord's intention to enter the residential premises for the purpose of taking possession unless the tenant notifies the landlord, before the time set out in the notice, that the tenant has not abandoned the residential premises; and
- (c) the day and hour when the landlord will enter the residential premises.

(4) Where the tenant notifies the landlord under paragraph (3)(b) that the residential premises have not been abandoned, the landlord shall not enter the residential premises.

[2018 cR-14.2 s31](#)

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Abandoned personal property

32. (1) Where a tenant abandons or vacates a residential premises and leaves personal property on the residential premises, the landlord shall either

- (a) remove the personal property and immediately place it in safe storage; or
- (b) store the personal property on the residential premises in a safe manner.

(2) The personal property stored under subsection (1) shall be stored for not less than 30 days unless the tenant takes possession of the personal property before the 30 days have elapsed.

(3) A landlord who stores a tenant's personal property under subsection (1) shall, at the earliest reasonable opportunity,

- (a) provide the director with an inventory of the property; and
- (b) provide the tenant with a copy of the inventory, if the landlord can locate the tenant.

(4) The director may, on application by the landlord under section 42, authorize the landlord to dispose of personal property referred to in subsection (1) where the director believes on reasonable grounds that

- (a) the personal property has no monetary value;
- (b) the cost of removing, storing or selling the personal property would be more than the proceeds of the sale; or
- (c) the storage of the personal property would be unsanitary or unsafe.

(5) This section does not apply where a landlord and a tenant have made an agreement in writing with respect to the storage of the tenant's personal property.

(6) The tenant or owner of the personal property may, within the 30 day period referred to in subsection (2), claim and take possession of the personal property by paying the landlord the costs reasonably incurred by the landlord to remove and store the property.

(7) Where a landlord stores personal property on the residential premises in accordance with subsection (1), the storage costs referenced in subsection (6) shall be the lesser of the standard rate charged by public storage facilities or the rental rate of the residential premises.

(8) Where a tenant or owner takes possession of personal property within the 30 day period, the landlord shall notify the director at the earliest reasonable opportunity.

(9) Where a tenant or owner does not take possession of personal property within the 30 day period, the landlord may sell the personal property subject to the terms and conditions set by the director.

(10) Where personal property is sold under subsection (9), the landlord

- (a) may keep from the proceeds of the sale, the amount
 - (i) of the costs reasonably incurred by the landlord for the removal, storage and sale of the personal property, and
 - (ii) necessary to satisfy an order made by the director for compensation payable to the landlord by the tenant; and
- (b) shall, at the earliest reasonable opportunity, deliver to the director
 - (i) the proceeds of the sale, less the amount kept under paragraph (a), and
 - (ii) a written statement of account regarding the sale and distribution of the proceeds.

(11) The director shall hold the proceeds delivered by the landlord under subparagraph (10)(b) (i) in trust for the tenant or owner of the personal property in an interest bearing trust account in a financial institution located in the province authorized to accept deposits.

(12) Where proceeds held in trust by the director are not claimed under subsection (11) within one year after the sale, the director shall remit the proceeds, together with interest earned, to the Consolidated Revenue Fund.

(13) Where a tenant or a person claims to be the owner of personal property sold under subsection (9), the director under subsection (11) or the Minister of Finance under subsection (12) shall, upon satisfactory proof of the claim, pay the proceeds to that tenant or person.

[2018 cR-14.2 s32](#)

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Seizure of property

33. A landlord shall not take a tenant's personal property to compensate for a contravention of an obligation by the tenant, including a failure to pay rent.

[2018 cR-14.2 s33](#)

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Requirements for notices

- 34.** A notice under this Act shall
- (a) be in writing in the form prescribed by the minister;
 - (b) contain the name and address of the recipient;
 - (c) identify the residential premises for which the notice is given; and
 - (d) state the section of this Act under which the notice is given.

[2018 cR-14.2 s34](#)

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Service of documents

35. (1) A notice or other document under this Act other than an application under section 42 shall be served by a tenant on a landlord by

- (a) giving it personally to the landlord;
- (b) giving it to a person 16 years of age or older who apparently lives with the landlord;
- (c) posting it in a conspicuous place on the landlord's premises;
- (d) placing it in the landlord's mailbox or under a door in the landlord's premises;
- (e) sending it to the landlord by prepaid registered mail or prepaid express post at an address
 - (i) where rent is payable,
 - (ii) provided under subsection 7(7) or (8), or
 - (iii) where the landlord carries on business;

- (f) sending it electronically where
 - (i) it is provided in the same or substantially the same form as the written notice or document,
 - (ii) the landlord has provided an electronic address to receive documents, and
 - (iii) it is sent to that electronic address; or
- (g) sending it to the landlord by courier service at an address set out in paragraph (e).

(2) A notice or other document under this Act other than an application under section 42 shall be served by a landlord on a tenant by

- (a) giving it personally to the tenant;
- (b) giving it to a person 16 years of age or older who apparently lives with the tenant;
- (c) posting it in a conspicuous place on the tenant's residential premises;
- (d) placing it in the tenant's mailbox or under a door in the tenant's residential premises;
- (e) sending it to the tenant by prepaid registered mail or prepaid express post at an address

- (i) provided by the tenant, or
- (ii) where the tenant carries on business;

(f) sending it electronically where

- (i) it is provided in the same or substantially the same form as the written notice or document,
- (ii) the tenant has provided an electronic address for receipt of documents, and
- (iii) it is sent to that electronic address; or

(g) sending it to the tenant by courier service at an address set out in paragraph (e).

(3) Where the landlord is a company, a notice under subsection (1) may be served by giving it personally to a director, manager or other officer of that company or by leaving it at, or sending it to the registered office of that company by a method set out in paragraph (1)(e), (f) or (g).

(4) Notwithstanding subsections (1) and (2), a tenant or landlord may apply to the director and the director may issue an order authorizing another method of service where, after making reasonable efforts,

- (a) a tenant has been unable to serve a landlord under subsection (1); or
- (b) a landlord has been unable to serve a tenant under subsection (2).

(5) For the purpose of this section, where a notice or document is sent by registered mail or express post, it shall be considered to have been served on the fifth day after mailing, and the service may be proved by providing evidence that the notice or document was prepaid and properly addressed and sent.

(6) For the purpose of this section, where a notice or document is sent electronically, it shall be considered to have been served on the day it is sent, if the document is sent by 4 p.m., or the next day that is not a Saturday or holiday, if the document is sent after 4 p.m.

[2018 cR-14.2 s35](#)

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Inspectors

36. (1) The minister may designate persons or classes of persons to act as inspectors for the purpose of this Act and the regulations.

(2) The director is an inspector for the purpose of this Act and the regulations.

(3) A person shall not knowingly make a false or misleading statement, either orally or in writing, to an inspector while he or she is exercising powers or carrying out duties or functions under this Act or the regulations.

[2018 cR-14.2 s36](#)

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Powers of inspectors

37. (1) An inspector may, at all reasonable times, for a purpose related to the administration or enforcement of this Act or the regulations, inspect or examine the premises, processes, books and records of a person that the inspector may consider relevant for the purpose of determining compliance with this Act or the regulations, and the inspector may, without a warrant,

- (a) enter any premises
 - (i) which is a residential premises,
 - (ii) where any property, books or records are or may be kept, or
 - (iii) where anything is done or is suspected by the inspector of being done in connection with a requirement of this Act or the regulations;
- (b) make copies, extracts, photographs or videos the inspector considers necessary;
- (c) require the owner or person in charge of a premises to give the inspector all reasonable assistance, including the production of books and records as requested by the inspector, and to answer all proper questions relating to the administration or enforcement of this Act or the regulations and, for that purpose, require the owner or person in charge to attend at the premises with the inspector; and
- (d) require the owner or person in charge to make available the means to generate and manipulate books and records that are in machine readable or electronic form and any other means or information necessary for the inspector to assess the books and records.

(2) Notwithstanding subsection (1), an inspector shall not enter any room or place being used as a living accommodation without the consent of the occupant except under the authority of a warrant issued under section 39 or 40.

[2018 cR-14.2 s37](#)

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Order of inspector

38. Where an inspector finds that a person is not in compliance with a provision of this Act or the regulations, the inspector may order that person to comply with the provision and may require the order to be carried out immediately or within the period of time that the inspector specifies.

[2018 cR-14.2 s38](#)

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Contravention of Act suspected

39. (1) Where during the course of an inspection under section 37 or otherwise where an inspector believes on reasonable grounds that there has been a contravention of this Act or the regulations, the inspector may, with a warrant issued under subsection (2) or section 40, seize and take away any of the books or records that may be required as evidence of a contravention and may retain those documents until the time they are required in a court proceeding.

(2) A Provincial Court judge who is satisfied upon oath or affirmation there are reasonable grounds for believing there is in or on a premises anything that may provide evidence with respect to a suspected offence under this Act or the regulations, may issue a warrant authorizing an inspector to enter the premises and to

- (a) search;
- (b) examine the contents of the premises and make those inquiries that the inspector considers necessary; and
- (c) copy, extract, photograph, video, seize and take away evidence, books and records,

for the purpose of investigating the suspected offence.

(3) The owner or person in charge of a premises referred to in this section or a person there shall not obstruct an inspector in the carrying out of his or her duties under this section as authorized by the warrant.

[2018 cR-14.2 s39](#)

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Telewarrant

40. (1) Where, in the opinion of an inspector it would not be practical to appear before a Provincial Court judge to apply for a warrant, the inspector may make the application by telephone or other means of telecommunication.

(2) Where an inspector acts under the authority of a warrant obtained under this section, the inspector shall provide a facsimile of the warrant to the owner or person in charge of a premises present at the time the warrant is carried out.

(3) In subsection (2), "facsimile" includes a record produced by electronic means or a written record of a telephone conversation made by both parties to the conversation while it is in progress and which the parties have confirmed as to its accuracy by reading their record of the conversation to one another at the end of the conversation.

[2018 cR-14.2 s40](#)

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Protection from liability

41. The director, deputy director, an inspector or a person acting on behalf of the director or deputy director, shall not be liable for anything done in good faith in the exercise or performance of a power, duty or function conferred or imposed on him or her under this Act.

[2018 cR-14.2 s41](#)

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Application to director

42. (1) A landlord or tenant may, within one year after termination of the rental agreement, apply to the director to determine

- (a) a question arising under this Act or the regulations;
- (b) whether a provision of a rental agreement has been contravened; or
- (c) whether a provision of this Act or the regulations has been contravened.

(2) An application under subsection (1) shall be submitted to the director in the form and with the fee set by the minister.

(3) The applicant shall serve the application submitted to the director under subsection (2) by

- (a) giving it personally to the other party;
- (b) sending it to the other party by prepaid registered mail or prepaid express post at an address provided by the other party;
- (c) sending it electronically where
 - (i) it is provided in the same or substantially the same form as the written notice or document,
 - (ii) the other party has provided an electronic address for receipt of documents, and
 - (iii) it is sent to that electronic address; or
- (d) sending it to the other party by courier service at an address provided by the other party.

(4) Where the other party is a company, a copy of the application may be served by giving it personally to a director, manager or other officer of that company or by leaving it at, or sending it to the registered office of that company by a method set out in paragraphs (3)(b) to (d).

(5) Notwithstanding subsection (3), an applicant may apply to the director and the director may issue an order authorizing another method of service where, after making reasonable efforts, the applicant has been unable to serve the other party under subsection (3).

(6) For the purpose of this section, where a copy of the application is sent by registered mail or express post, it shall be considered to have been served on the fifth day after mailing, and the service may be proved by providing evidence that the copy of the application was prepaid and properly addressed and sent.

(7) For the purpose of this section, where a copy of the application is sent electronically, it shall be considered to have been served on the day it is sent, if the document is sent before 4 p.m., or the next day that is not a Saturday or holiday, if the copy of the application is sent after 4 p.m.

(8) Where an application is submitted to the director under subsection (2), the director shall, where that application is not withdrawn by the applicant under section 44,

- (a) refuse to accept the application under section 43;
- (b) dismiss the application under section 43;
- (c) attempt to mediate a settlement of the matter in the application under section 45;
- (d) require a hearing of the application to be conducted in accordance with section 46; or
- (e) issue an order without a hearing under section 48.

(9) Where the date, time or place of the hearing of the application under this section is changed, the director shall notify the landlord and tenant of the change by a method set out in subsection (3).

(10) Notwithstanding subsection (9), where the matter involves more than 50 tenants who live in the same residential complex, the notice that the date, time or place of the hearing of the application under this section is changed may be placed in the mailbox of each tenant and posted in a conspicuous place in the residential premises.

[2018 cR-14.2 s42](#)

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Refusal or dismissal of application

43. The director may refuse to accept an application under section 42 or may dismiss an application at any time where, in the director's opinion, the matter is trivial, frivolous, vexatious or has not been initiated in good faith, and may issue an order to that effect.

[2018 cR-14.2 s43](#)

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Withdrawal of application

44. An applicant may, in writing, withdraw an application submitted under section 42 before an order is issued.

[2018 cR-14.2 s44](#)

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Mediation

45. (1) The director shall review an application submitted under section 42 and where the application is not refused or dismissed under section 43, may attempt to mediate a settlement of a matter where the director is of the opinion that the matter may be settled by mediation.

- (2) A settlement of a matter under subsection (1)
 - (a) shall be in writing and signed by the parties; and
 - (b) is not subject to appeal to a court.

(3) Where the parties mediate a settlement of a matter under subsection (1) and one or more of the parties does not comply with the settlement, the director may, without holding a hearing, issue an order under subsection 47(1).

(4) The director may immediately order that a hearing be held to determine the matter where, in the director's opinion, the parties are unlikely to settle the matter by mediation within 14 days after mediation begins.

[2018 cR-14.2 s45](#)

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Hearing

46. (1) The director may require a hearing of an application under this Act to be conducted

- (a) orally, including by telephone, teleconference or other electronic means which enables the parties to participate in the hearing instantaneously and simultaneously;
 - (b) in writing; or
 - (c) partly orally and partly in writing.
- (2) The director may
- (a) prescribe rules of procedure and evidence for a hearing;
 - (b) order the type and nature of information to be provided by a person to the director before or during a hearing; and
 - (c) receive or accept evidence and information on oath, affirmation, affidavit or otherwise, whether or not that evidence or information is admissible as evidence in a court.
- (3) A person shall provide information as ordered by the director under paragraph (2)(b).
- (4) For the purpose of a hearing,
- (a) the director and a person authorized by the director have the powers, privileges and immunities that are or may be conferred on a commission under the *Public Inquiries Act, 2006* ;
 - (b) the director and a person authorized by the director are considered to be an investigating body for the purpose of the *Public Investigations Evidence Act* ;
 - (c) the director and a person authorized by the director shall have full right to examine and cross-examine a witness and to bring forward evidence in response and reply; and
 - (d) subsection 8(1) of the *Public Inquiries Act, 2006* shall apply to a witness.
- (5) A person is not required to appear as a witness unless the person is paid or is offered the witness fee set by the minister.

[2018 cR-14.2 s46](#)

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Order of director

47. (1) After hearing an application the director may make an order
- (a) determining the rights and obligations of a landlord and tenant;
 - (b) directing the payment or repayment of money from a landlord to a tenant or from a tenant to a landlord;
 - (c) requiring a landlord or tenant who has contravened an obligation of a rental agreement to comply with or perform the obligation;
 - (d) requiring a landlord to compensate a tenant or a tenant to compensate a landlord for loss suffered or expense incurred as a result of a contravention of this Act or the rental agreement;
 - (e) directing a tenant to vacate the residential premises on a specified date;
 - (f) directing a landlord to deliver to a tenant possession of personal property taken in contravention of this Act or the rental agreement or to compensate a tenant for the value of the personal property taken;
 - (g) directing a tenant to deliver to a landlord possession of personal property taken in contravention of this Act or the rental agreement or to compensate a landlord for the value of the personal property taken;
 - (h) directing a landlord to pay to a tenant an amount as compensation for inconvenience as a result of a contravention of this Act or the rental agreement, and authorizing the tenant to offset that amount against future rent;
 - (i) authorizing a tenant to offset, in the manner specified in the order, money a landlord owes to the tenant against money the tenant owes to the landlord;
 - (j) authorizing a landlord to offset, in the manner specified in the order, money a tenant owes to the landlord against money the landlord owes to the tenant, other than a security deposit where the landlord has not made an application under subsection 14(10);

- (k) directing a tenant to pay rent or a specified amount of rent to the director;
- (l) determining the validity of a notice to terminate a rental agreement;
- (m) determining the disposition of a security deposit;
- (n) extending the notice period under subsection 18(4);
- (o) extending or reducing the notice period under subsection 28(9);
- (p) imposing terms and conditions the director considers appropriate, including terms and conditions to ensure compliance with this Act and the rental agreement; and
- (q) requiring an unsuccessful party to an application to pay costs to a successful party to an application.

(2) Where

- (a) a party named in an order issued under subsection (1) was served with the order; and
- (b) that party has not complied with the order
 - (i) by the date specified in the order, or
 - (ii) within a reasonable time where there is no date specified in the order,

the director may issue a certified order at the request of a party named in the order.

(3) An order certified under subsection (2) may be enforced as, or in the same manner as, a judgment of the Supreme Court of Newfoundland and Labrador.

(4) Where an order certified under subsection (2) requires the payment of an amount of money that is within the jurisdiction of the Provincial Court under the *Small Claims Act*, that certified order shall be entered and enforced as a judgment or order of the Provincial Court by filing it with that court.

(5) An order under paragraphs (1)(e), (f) and (g) that is certified under subsection (2) shall be sent to the sheriff for enforcement.

(6) The director is not prohibited from conducting a hearing and making an order by reason of having attempted to mediate the matter under section 45.

[2018 cR-14.2 s47](#)

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Order without hearing

48. Notwithstanding subsection 42(3), the director may, without service on or notice to the other party, without attempting to mediate the matter and without holding a hearing, make an order under subsection 47(1) where

- (a) the matter is urgent and involves the safety or security of a landlord or a tenant;
- (b) the tenant or a person permitted on the residential premises by the tenant has put the landlord's property at significant risk; or
- (c) the landlord does not make an application in accordance with subsection 14(10) and does not return the security deposit to the tenant in accordance with subsection 14(12).

[2018 cR-14.2 s48](#)

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Copy of order

49. (1) The director shall provide the landlord and tenant with a copy of an order by

- (a) giving it personally to the landlord or tenant;
- (b) sending it by prepaid registered mail or prepaid express post at an address provided by the landlord or tenant;
- (c) sending it electronically where
 - (i) it is provided in the same or substantially the same form as the written order,

(ii) the landlord or tenant has provided an electronic address for receipt of documents, and

(iii) it is sent to that electronic address;

(d) sending it by courier service at an address provided by the landlord or tenant; or

(e) another method determined by the director.

(2) The director may, for the purpose of notification under this section, use the address of a landlord provided under subsections 7(7) or (8).

(3) Where the landlord is a company, a copy of the order may be provided by giving it personally to a director, manager or other officer of that company or by leaving it at, or sending it to the registered office of that company by a method set out in paragraphs (1)(b) to (e).

(4) For the purpose of this section, where a copy of the order is sent by registered mail or express post, it shall be considered to have been provided on the fifth day after mailing, and the provision of the copy of the order may be proved by providing evidence that the copy of the order was prepaid and properly addressed and sent.

(5) For the purpose of this section, where a copy of the order is sent electronically, it shall be considered to have been provided on the day it is sent, if the copy of the order is sent before 4 p.m., or the next day that is not a Saturday or holiday, if the copy of the order is sent after 4 p.m.

(6) Notwithstanding subsection (1), where the matter involves more than 50 tenants who live in the same residential complex, copies of the order may be placed in the mailbox of each tenant and a copy of the order posted in a conspicuous place in the residential premises.

[2018 cR-14.2 s49](#)

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Appeal from director's order

50. (1) An appeal lies to the Supreme Court of Newfoundland and Labrador from an order of the director under subsection 47(1) on a question of jurisdiction or law.

(2) An appeal under subsection (1) shall be made not later than 30 days after a copy of the director's order is provided to the person commencing the appeal.

[2018 cR-14.2 s50](#)

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Offence

51. (1) A person who contravenes this Act, the regulations or an order under this Act is guilty of an offence and is liable on summary conviction

(a) in the case of an individual, to a fine not exceeding \$3,000, and in default of payment, to imprisonment for a term not exceeding 4 months; and

(b) in the case of a corporation, to a fine not exceeding \$10,000.

(2) Each contravention of this Act, the regulations or an order under this Act constitutes a new and separate offence.

(3) Where an offence under this Act or the regulations is committed or continued on more than one day, the person who committed the offence is liable to be convicted for a separate offence for each day on which the offence is committed or continued.

[2018 cR-14.2 s51](#)

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Lieutenant-Governor in Council regulations

52. The Lieutenant-Governor in Council may make regulations

(a) providing for an exemption from this Act or parts of this Act for a residential complex or residential premises under paragraph 3(4)(l);

(b) prescribing persons or classes of persons who may provide statements under subparagraph 25(3)(a)(ii);

- (c) defining a word or expression that is used but not defined in this Act; and
- (d) generally to give effect to the purpose of this Act.

[2018 cR-14.2 s52](#)

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Ministerial regulations

53. The minister may make regulations

- (a) prescribing the information required to be in a written notice under subsection 7(3);
- (b) prescribing the rate of interest for a security deposit under subsection 14(7);
- (c) defining a word or expression that is used but not defined in this Act; and
- (d) generally to give effect to the purpose of this Act.

[2018 cR-14.2 s53](#)

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Fees and forms

54. The minister may prescribe fees and forms for the purpose of this Act.

[2018 cR-14.2 s54](#)

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Transitional

55. (1) A reconsideration proceeding that was started under the *Residential Tenancies Act, 2000* but not concluded before the coming into force of this Act shall be concluded under the *Residential Tenancies Act, 2000* as though that Act were still in force.

(2) Where the director has received an application under the *Residential Tenancies Act, 2000* but has not concluded the matter before the coming into force of this Act, the *Residential Tenancies Act, 2000* continues to apply to the determination of the matter as though that Act were still in force.

[2018 cR-14.2 s55](#)

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RSNL1990 cC-34 Amdt.

56. Section 23 of the *Conveyancing Act* is amended by deleting the reference "*Residential Tenancies Act* " and substituting the reference "*Residential Tenancies Act, 2018* ".

[2018 cR-14.2 s56](#)

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SNL1998 cC-35.1 Amdt.

57. Subsection 156(2) of the *Co-operatives Act* is amended by deleting the reference "*Residential Tenancies Act* " and substituting the reference "*Residential Tenancies Act, 2018* ".

[2018 cR-14.2 s57](#)

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RSNL1990 cL-10 Amdt.

58. Subparagraph 2(1)(e)(iii) of the *Leaseholds in St. John's Act* is amended by deleting the reference "*Residential Tenancies Act* " and substituting the reference "*Residential Tenancies Act, 2018* ".

[2018 cR-14.2 s58](#)

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RSNL1990 cM-7 Amdt.

59. Section 44 of the *Memorial University Act* is repealed and the following substituted:

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Residential Tenancies Act, 2018

44. The *Residential Tenancies Act, 2018* does not apply to housing units for students owned by the university.

[2018 cR-14.2 s59](#)

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SNL2000 cR-14.1 Rep.

60. The *Residential Tenancies Act, 2000* is repealed.

[2018 cR-14.2 s60](#)

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Commencement

61. This Act comes into force on January 1, 2019.

[2018 cR-14.2 s61](#)