

RESIDENTIAL TENANCIES ACT

RESIDENTIAL TENANCIES RENTAL AGREEMENT

Sections 3, 5 and 6 - Residential Tenancies Act.

The Residential Tenancies Act refers to the agreement between a landlord and tenant as a Rental Agreement. The rental agreement can **be oral or written**. It is a legal contract which sets out what rent the tenant agrees to pay and states the premises the landlord agrees to provide. It may be simple and brief, or it may contain extra conditions or obligations. Regardless of any verbal promises, *any changes or additions to the rental agreement should always be in writing*. It is important to note that any added conditions or obligations in a rental agreement are not valid if they contravene the Residential Tenancies Act. General rental agreements are available at the Residential Tenancies Section.

APPLICATION OF ACT

Section 3 - Residential Tenancies Act

Section 3(3) The relationship of landlord and tenant exists when the tenant:

- (a) occupies the rental premises and has paid or agreed to pay rent;
- (b) makes an agreement with the landlord and is granted the right to occupy the premises with the promise to pay rent.
- (c) has possessed or occupied residential premises and has paid or agreed to pay rent to the landlord.

A relationship of landlord and tenant may occur from a fixed date for commencement without actual entry.

PROVISION OF RENTAL AGREEMENT AND INFORMATION

Section 5 - Residential Tenancies Act

Section 5(1) Upon entering into a rental agreement, the landlord shall provide a copy of the Act to the tenant without cost and the tenant, when requested by the landlord shall sign acknowledgement of receipt.

Section 5(2) Where a landlord enters into a written rental agreement with a tenant, the landlord shall provide the tenant with a copy of the agreement within **10 days** following its execution and when requested by the landlord shall sign an acknowledgement of receipt.

Section 5(3) If the landlord does not provide the tenant with a copy of the rental agreement, the tenant is not obligated to pay rent until he/she receives a copy of the rental agreement.

Section 5(4) Rent paid by the tenant which was not required under subsection (3) may be retained by the landlord.

Section 5(5) At the time of entering into the agreement, the landlord shall provide the tenant in writing of:

The landlord's name, telephone number, and address;

If the landlord has a person or agent responsible for the premises, that person's name, telephone number address.

Section 5(6) When a landlord is replaced by a new landlord, the new landlord shall immediately provide the tenant with the information in subsection (5) and well as the amount of security deposit and interest credited to the date the new landlord took possession of the premises.

Section 5(7) A landlord shall immediately notify the tenant in writing of any change to the information in subsection (5).

Section 5(8) Where the landlord is a corporation, the information under subsections (5), (6), and (7) shall include the corporation's name.

THREE TYPES OF RENTAL AGREEMENT

Section 6 - Residential Tenancies Act

Rental agreements may take three possible forms: week-to-week, month-to-month, or for a fixed term of not less than 6 months and not more than 12 months. The type of rental agreement will determine when the rent is due, and what notice the tenant must give the landlord before he or she decides to move out. It will also determine what notice period the landlord must give the tenant before asking him or her to vacate the premises.

It is important to note:

- Where the premises are let for a period less than a week, the premises shall be considered to be let from **week-to-week**.
- Where the premises are considered to be let for a period greater than a week and less than a month, the premises shall be considered to be let from **month-to-month**.
- Where the premises are let for a period that is less than 6 months, the residential premises shall be considered to be let from **month-to-month**.
- Where the residential premises are let for a period of 6 - 12 months, the residential premises shall be considered to be let for the **fixed term** specified in the rental agreement..

Section 6(3) Where a tenant continues to occupy the rental unit after a fixed term agreement expires, and termination has not been given, the agreement shall continue under the same terms of the agreement, but notice of termination shall be written and given:

by the tenant 1 month before the end of the rental period, and
by the landlord 3 months before the end of a rental period.

Where a tenant continues to occupy the rental unit after a fixed term expires, and termination has been given, the agreement shall continue under the same terms of the agreement until the expiration of the notice period.

Revised March 2005. This information has been summarized and therefore, is not necessarily quoted directly from the Residential Tenancies Act. Please see Act for further clarification and detail.

For further information visit our web site @ www.gs.gov.nl.ca/tp/
or phone St. John's 709-729-2608 or 2610; Gander 709-256-1019;
Corner Brook 709-637-2445 **OR** phone our toll free number 1-877-829-2608