

RESIDENTIAL TENANCIES ACT

REPAIRS

Sections 8, 19, 20 & 21

Section 8

STATUTORY CONDITIONS

1. **Obligation of the landlord**

The landlord shall provide and maintain the premises in a good state of repair and fit for habitation and shall comply with a law regarding health, safety or housing.

2. **Obligation of the tenant**

The tenant shall keep the premises clean, repair damages caused by the tenant or anyone whom the tenant permits on the premises.

Section 21

OBLIGATIONS NOT MET

Where a tenant fails in his/her obligations with respect to repair of damage; and

- the landlord has given written notice requesting the tenant to repair the damage; and
- tenant has failed to complete repairs within 3 days (or time specified);
- the landlord may give the tenant notice to terminate on a specified date not less than 5 days following the date the notice is served.

For example, if you issue such a notice to your tenant on the 8th, you could require that the repairs be carried out within the 3 days after the notice is issued, with a deadline of the end of the day on the 11th. If the tenant fails to comply the landlord may give to the tenant a Notice of Termination to take effect not less than 5 full days following the date on which the notice was given. Note: when counting these 5 days, you do not count the day the notice is given or the day the tenant is required to vacate. For example, if a Notice under this section is given on the 12th of the month, the earliest you could require your tenant to vacate would be the 18th of that month.

Where a landlord fails in his/her obligations with respect to maintaining the premises in a good state of repair as specified in statutory condition #1, the tenant may file a claim for repairs with the Residential Tenancies Division.

Note: The Division will not accept an application from a tenant for repairs unless:

- (1) A formal request for repairs (in writing) has been served on the landlord and the landlord has failed to make the repairs within a reasonable period of time; and
- (2) The rent is paid up to date.

Proof of service of “Formal Request for Repairs” may include an affidavit by the person who served the notice **or** confirmation of service from the post office.

Section 19

MATERIAL BREACH

A material breach is any failure to perform the obligations set out in the the rental agreement and includes an activity or thing that affects the value or integrity of the premises or adjoining premises. An example of material breach may be smoking or having a pet when the rental agreement (written or verbal) specifically addressed no smoking or pets. If a rental agreement provided for a service, such as cable TV or laundry facilities and the service was discontinued, this could also be considered a material breach.

Where a landlord or a tenant commits a material breach, the party who commits the material breach may be given written notice of the breach along with a request to remedy it within a reasonable time.

If the party fails to remedy the breach, the other party may give notice of termination as follows:

Where the premises are rented monthly or for a fixed term or are a site for a mobile home, by giving a Notice of Termination not less than one month before the end of the rental period. Note: the effective termination date of such a notice must be the last day of the rental period. So, if rent is due on the 1st of the month, the effective termination date must be the last day of the month and the notice must be served 1 full month prior to that date.

Where the premises are rented weekly, by giving a Notice of Termination not less than one week before the end of the rental period.

Section 20

PREMISES UNINHABITABLE

Where a landlord fails to keep the premises fit for habitation, or where the tenant makes a premises unfit for habitation, a landlord or tenant may give Notice of Termination effective immediately.

Example: Disconnection of utilities such as heat or water.

Revised May 2015. 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 <http://www.servicenl.gov.nl.ca/landlord/index.html>
or phone St. John's 709-729-2610, 2608 or 5829; OR phone our toll free number 1-877-829-2608
Gander 709-256-1019; Corner Brook 709-637-2445