

RESIDENTIAL TENANCIES ACT

STATUTORY CONDITIONS

Whether the rental agreement is oral or written, each rental agreement is considered to contain certain basic rights and responsibilities under the Residential Tenancies Act called *Statutory Conditions* which cannot be changed or waived. To ensure that the tenant is aware of and understands these conditions, the landlord should always provide the tenant with a copy of the Act upon entering into a rental agreement or the tenant may pick up their own copy.

A statement in the rental agreement that the Act does not apply is of no effect, and neither is a condition contrary to any of the *Statutory Conditions*.

Section 8

1. Obligation of the Landlord

(a) The landlord shall maintain the 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, unfit for habitation or contravention of a law respecting health, safety or housing in the premises.

2. Obligation of the Tenant

The tenant shall keep the premises clean, and shall repair damage caused by a willful or negligent act of the tenant or of a person whom the tenant permits on the premises.

3. Subletting Premises

The tenant may assign, sublet or otherwise part with the possession of the premises subject to the 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 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 Premises

Except in the case of an emergency, the landlord shall not enter the 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 exhibiting the 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 premises under section 27.

6. Entry Doors

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

7. Peaceful Enjoyment

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

8. Disconnection of Services

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

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