



A Guide for Landlords and Tenants in Newfoundland and Labrador

Residential Tenancies Office



January 1, 2019

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Table of Contents

Introduction.....	1
Rental Agreement.....	3
Landlord Must Provide Documentation.....	4
Tenant May Withhold Rent	4
Types of Rental Agreements	5
Periodic Term	5
Fixed Term.....	6
Security Deposit	7
Maximum Amount.....	7
Receipt Required	8
Return or Retain	8
Interest.....	8
Statutory Conditions	9
Obligation of the Landlord.....	9
Obligation of the Tenant.....	9
Assigning or Subletting Premises	9
Mitigation on Abandonment	9
Entry of Residential Premises.....	9
Entry Doors.....	10
Peaceful Enjoyment and Reasonable Privacy	10
Disconnection of Services.....	10
Other Terms and Conditions.....	11
Pets	11
Cannabis.....	11
Material Term.....	12
Requesting Repairs	13
Tenant Request for Repairs.....	13
Landlord Request for Repairs	13

Increasing Rent	15
Frequency of Increase	15
Amount of Increase.....	15
Notice Period	15
Sublet or Assignment	17
Sublet	17
Assignment.....	18
Termination Notice - Standard.....	19
Notice Period	20
Termination Notice – Special Circumstance	21
Termination Notice - Cause	23
Non-Payment of Rent	24
Material Breach of Rental Agreement.....	24
Premises Uninhabitable	25
Failure to Keep Premises Clean or Repair Damage	25
Interference with Peaceful Enjoyment or Reasonable Privacy.....	26
Termination for Family Violence	29
Application for Termination	29
Certificate and Termination Notice.....	30
Confidentiality	30
Abandonment of Residential Premises.....	31
Serving Notice	33
Counting the Number of Days’ Notice.....	34
Personal Possessions	35
Dispute Resolution	37
Mediation Services	37
Adjudication	37
Remedies.....	38
Decisions	39

- Standard Rental Agreement
- Tenant's Request for Repairs
- Landlord's Request for Repairs
- Landlord's Notice to Increase Rent
- Tenant's Notice to Terminate – Standard
- Landlord's Notice to Terminate – Standard
- Tenant's Notice to Terminate – Special Circumstance
- Tenant's Notice to Terminate – Cause
- Landlord's Notice to Terminate - Cause
- Tenant's Application to Terminate – Family Violence
- Landlord's Notice of Abandonment
- Application for Substituted Service
- Application to Dispose of Personal Property
- Application to Sell Personal Property
- Application for Dispute Resolution

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Introduction

Residential Tenancies Act 2018

The purpose of the Residential Tenancies program is to protect residential tenants and landlords by providing:

- information on their rights and obligations under the Residential Tenancies Act; and
- an effective and efficient dispute resolution services through mediation and adjudication.

This guide provides general information about the Residential Tenancies Act, 2018 and Regulations as well as the process of dispute resolution offered by the Residential Tenancies program. It is essential for both landlords and tenants to understand their rights and responsibilities so that they each make informed decisions and take appropriate action when a dispute between the parties arises.

Additional information on Residential Tenancies is available through the following resources:

Website: <https://www.servicenl.gov.nl.ca/landlord/>

Email: landlordtenant@gov.nl.ca

Telephone: 709-729-2608

Toll Free in NL: 1-877-829-2608

Office Locations

- **Avalon Region** - Motor Registration Building, 149 Smallwood Drive, Mount Pearl, NL, P.O. Box 8700, St. John's, NL, A1B 4J6
- **Eastern & Central Region** - Government Service Centre, Fraser Mall, 230 Airport Boulevard, Gander, NL, P.O. Box 2222, Gander, NL, A1V 2N9
- **Western Region** - Sir Richard Squires Building, 84 Mount Bernard Avenue, Corner Brook, NL, P.O. Box 2006, Corner Brook, NL, A2H 6J8

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Rental Agreement

RTA 2018: Section 7

The *Residential Tenancies Act* (RTA) defines the rental agreement as a written, oral or implied agreement between a landlord and a tenant in which the tenant is granted the right to use or occupy residential premises on the condition rent is paid.

Every rental agreement must include the information required in the standard rental agreement. Where an oral or implied rental agreement is entered into, the landlord is required to provide the tenant with a written form of the oral or implied agreement in a standard rental agreement form which must include the following:

- the correct legal names of the landlord and tenant
- the telephone number, electronic address and civic address of the landlord where documents may be received, delivered or served by the tenant (section 7(7)(a))
- the telephone number, electronic address and civic address of the landlord's agent where documents may be received, delivered or served by the tenant (section 7(7)(b))
- telephone and email address of the tenant where documents may be received, delivered or served by the landlord
- the civic address of the rental unit
- the date the rental agreement was entered into
- the statutory conditions identified in section 10 of the Act
- the date the tenancy starts
- the type of rental agreement: (i) week to week; (ii) month to month; (iii) fixed term
- the termination date of a fixed term tenancy
- the amount of rent payable for a specified period
- the day in the specified period (i.e. week, month) on which rent is due;
- the other terms and conditions including services, furnishings and other equipment or facilities included in the rental agreement
- the amount of any security deposit paid
- the date on which any security deposit was paid

A standard rental agreement form is located in Appendix A and identified below for landlords or tenants to use and customize to meet their needs.

Form: Standard Rental Agreement

Landlord Must Provide Documentation

Once a rental agreement is entered into, the landlord is required to provide the tenant with the following within 10 days after the rental agreement is entered into:

- a copy of the *Residential Tenancies Act*, and
- a copy of any written rental agreement or documentation of an oral agreement containing the information required in the standard form rental agreement.

Tenant May Withhold Rent

Where a landlord does not provide the tenant with a copy of the Residential Tenancies Act and the written form of the rental agreement, the **tenant may withhold rent** until the documents are provided. Once the landlord provides the documents to the tenant, then all rent owed by the tenant is payable to the landlord.

Types of Rental Agreements

RTA 2018: Section 8

The Residential Tenancies Act (RTA) restricts the types of rental agreements that are permitted. A periodic rental agreement refers to an agreement that recurs on a regular basis with no end date. A fixed term rental agreement refers to an agreement that has a defined start and end date. Knowing the type of rental agreement entered into as well as the start date of the agreement is important because different types of rental agreements have different notification periods for ending the agreement.

Periodic Term

A periodic term rental agreement can only be either week to week or month to month. The start of the agreement can be on any day of the week or month that is agreeable to the landlord and tenant. For example, in the chart below, Jane's week to week agreement extends from Tuesday of one week to Monday of the following week. Each Tuesday, Jane's rental agreement automatically renews with rent payable every Tuesday.

Jane's Week to Week Rental Agreement						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	\$\$\$ 3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21

In a month to month agreement, the month may be defined from the first to the last day of every month and renew automatically on the first of each month with rent payable on that day. However, as shown in the table below, it is also acceptable for the month to start on any day of the month. For example, in the table below, Phil's month to month agreement starts on the 3rd and extends to the 2nd of the next month. Such an agreement would automatically renew on the 3rd of each month with rent payable on that day.

Phil's Month to Month Rental Agreement						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	\$\$\$ 3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5

Any periodic agreement that is less than one week will be treated under the RTA as a week to week agreement. Similarly, any periodic agreement that is more than one week and less than six months will be treated under the RTA as a month to month agreement.

Fixed Term

A fixed term rental agreement cannot be less than 6 months and not more than 12 months. Any fixed rental agreement that is signed for a period extending beyond 12 months will be treated by the *Residential Tenancies Act* as a fixed term for the first 12 months and then treated as a month to month thereafter.

Security Deposit

RTA 2018: Section 14

A security deposit is often called a “damage deposit”. It refers to the money paid by a tenant to a landlord who have entered into a rental agreement. This money is held by the landlord as a type of insurance in the event the tenant causes the landlord to suffer some type of financial loss.

A security deposit is different from a “holding deposit”. Before entering into a rental agreement, a landlord may require a potential tenant to pay a deposit to “hold” a rental property while the tenants make up their minds on whether or not to rent the property. Often in this situation, a “holding deposit” is not refundable because the landlord may stop advertising the property or decline other offers to rent until the person who paid the “holding deposit” makes a decision. The payment or refund of a holding deposit is not regulated under the Residential Tenancies Act because a rental agreement has not yet been entered into and there is no landlord tenant relationship established.

When a landlord and tenant enter into a rental agreement, the landlord may require the tenant to pay an amount of money (security deposit) which the landlord is to hold in “safe keeping” to ensure the tenant meets their responsibilities identified in the rental agreement such as pay rent, pay utilities, repair any damages caused by the tenant. This money is not considered revenue for the landlord and must be held in an interest earning trust account, separate from the landlord’s other bank account if the landlord has more than 3 rental units.

Maximum Amount

The amount of the security deposit that a landlord can ask a tenant to pay depends on the type of rental agreement. The table below provides a summary of the maximum amount landlords are permitted to obtain as a security deposit.

Type of Rental Agreement	Maximum Security Deposit
Week to Week	2 Weeks Rent
Month to Month	$\frac{3}{4}$ Month Rent
Fixed Term (6-12 months)	$\frac{3}{4}$ Month Rent

The RTA does not permit a landlord to collect separate security deposits for separate items such as pets. Any money a landlord receives as security deposit that is over and above the maximum amount permitted in the above table, may be used by the tenant toward payment of rent.

Receipt Required

A landlord is required to provide the tenant a written receipt stating the amount of the deposit, the date of payment, and the premises to which it applies.

Return or Retain

The RTA requires the landlord to return the deposit (plus interest) to the tenant within 10 days after the rental agreement is terminated unless: (i) the landlord and tenant reach an agreement on the return of the security deposit; or (ii) the landlord files a claim to retain all or a portion of the security deposit.

If a tenant makes an application to the Director of Residential Tenancies for the return of the security deposit, the landlord will be notified of the application and a hearing date. The landlord then has 10 days from the date the landlord receives a copy of the tenant's application, to file an application to retain some or all of the damage deposit. If the landlord does not file an application within the required time period, the Director may cancel the hearing and automatically issue an order for the return of the damage deposit to the tenant.

Interest

The amount of interest the landlord is required to pay is defined by the Security Deposit Interest Regulations available on the webpage identified below.

Security Deposit Interest Regulations

<https://www.assembly.nl.ca/legislation/sr/regulations/rc000071.htm>

Statutory Conditions

RTA 2018: Section 10

Statutory conditions are responsibilities that are identified in the RTA and automatically form part of any written, oral or implied rental agreement. These responsibilities must be included in a written rental agreement or the written version of an oral or implied agreement exactly as written in the RTA and cannot be waived.

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.

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.

Assigning or Subletting 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.

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.

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 the purchaser and a reasonable effort has been made to give the tenant at least four 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.

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.

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. 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.
- (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.

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.

Other Terms and Conditions

Landlords have a right and a responsibility to manage the rental property. In doing so, they are permitted to set other terms and conditions in the rental agreement, as long as those terms are reasonable and do not violate federal, provincial or municipal laws. Some examples of additional terms and conditions may include the following:

- Tenant to pay own utilities
- No pets
- No smoking (tobacco or cannabis)
- No cultivation of plants
- Landlord to maintain lawn
- Tenant to maintain tenant insurance
- Landlord to provide internet services
- Parking for two cars provided
- Washer and Dryer included
- Insurance requirements
- Extended absence notification requirements

Terms or conditions that violate the RTA or any other laws are not enforceable. For example, a landlord cannot include a provision that requires a tenant to agree to never apply for dispute resolution, or include any terms allowing the landlord to keep the security deposit.

Pets

A landlord may prohibit pets from residing in a residential premises as a condition of the rental agreement. The Human Rights Commission provides guidance for landlords and tenants regarding service animals. A Guideline on Rental Housing prepared by the Human rights Commission may be found at the following website:

<https://thinkhumanrights.ca/education-and-resources/guidelines/guideline-on-rental-housing/>

Cannabis

A landlord may prohibit the smoking or cultivation of cannabis in a residential premises as a condition of the rental agreement. The Human Rights Commission provides guidance for landlords and tenants regarding medicinal cannabis.

Material Term

A material term refers to an important or substantial activity, work, project or thing that is part of the rental agreement. This means that a term or condition is so important that the violation of that term gives the other party the right to end the agreement.

Terms of the rental agreement that are determined to be material may differ from one rental agreement to another and are almost always listed in the rental agreement. However, there may be situations where material condition is not listed in the rental agreement.

For example, if a tenant rents a house that has a fireplace and the fireplace is important to the tenant as a secondary source of heat, the functioning of this fireplace may be determined to be a material condition of the rental agreement regardless of whether or not it is specifically identified in the agreement. However, this same fireplace may not be significant to a different tenant and the functioning of this fireplace may not be a material condition of the rental agreement at all.

Requesting Repairs

RTA 2018: Section 10(1)1, 2

Tenant Request for Repairs

Under Section 10.(1)1 the landlord has a responsibility to keep the property in a good state of repair and to meet the requirements of federal, provincial and municipal laws regarding health, safety or housing.

In situations where the landlord is not meeting this responsibility, the tenant has a right to request the landlord make repairs.

The tenant has a right to provide a notice to the landlord requesting repairs to be completed in a reasonable time using the following form located in Appendix A.

Form: Tenant's Request for Repairs

Landlord Request for Repairs

Under Section 10.(1)2 the tenant has a responsibility to keep the property clean and to repair any damages caused by a deliberate or negligent action of the tenant or of a person the tenant allows on the property.

In situations where the tenant is not meeting this responsibility, the landlord has a right to request the landlord make repairs.

The landlord has a right to provide a notice to the tenant requesting repairs to be completed within three days using the following form located in Appendix A.

Form: Landlord's Request for Repairs

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Increasing Rent

RTA 2018: Section 16

An increase in rent refers not only to an increase in the amount paid for the same rented property under the same terms and conditions, but also to a reduction in services or privileges provided by the landlord for the same amount of paid rent whereby the tenant's use and enjoyment of the rented property is reduced.

Examples of the types of rental increases are provided in the table below:

Types of Rental Increases	
Increase in Amount Paid	Reduction of Services
<ul style="list-style-type: none">Landlord increases the amount payable from \$750 per month to \$800 per month for a one bedroom with a washer and dryer included.	<ul style="list-style-type: none">Landlord changes the rental agreement such that \$750 is payable for a one bedroom with no washer or dryer included.

Frequency of Increase

A landlord may not increase the rent more than once in a 12 month period or during the 12 months immediately following the start of a rental agreement. However; if the rent increase is due to the landlord providing additional services or privileges that were not provided in the original agreement, the landlord may increase the rent more than once in a 12 month period, without notice to the tenant, if the landlord has written agreement of the rental increase from the tenant.

Amount of Increase

There is no restriction on the amount of rental increase a landlord may implement.

Notice Period

The effective date of a rent increase must fall on the first day of the rental period and proper notice must be provided to the tenant. Where a rental agreement is a periodic weekly agreement, the notice must be given not less than 8 weeks before the effective date of the increase. If the rental agreement is month to month, the notice must be given not less than six months before the effective date of the increase. A notice to increased rent as identified below is provided in Appendix A and may be used to issue this notice.

Form: Landlord's Notice to Increase Rent

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Sublet or Assignment

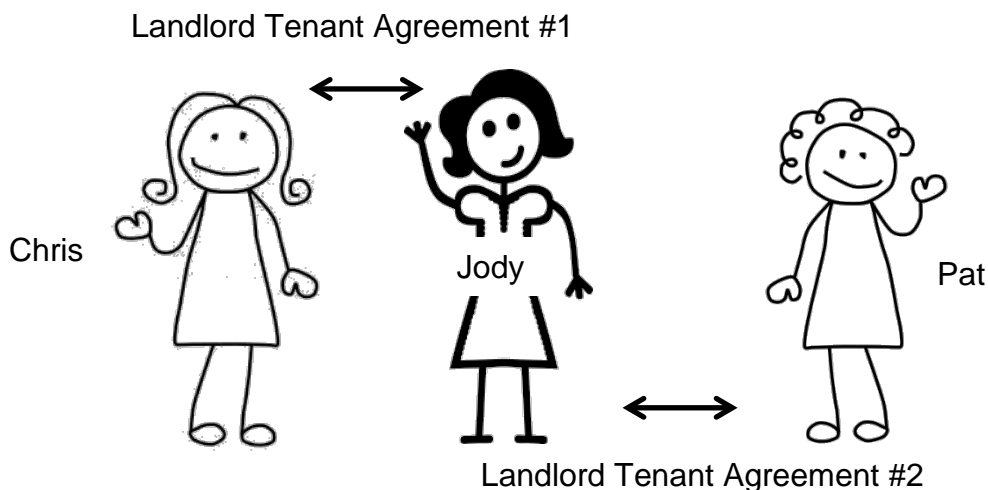
RTA 2018: Section 10(1) 3

Under the statutory provisions of the RTA, a tenant is permitted to sublet or assign the rental premises, with the written permission of the landlord. The landlord cannot unreasonably withhold permission and cannot charge a fee in excess of expenses actually incurred by the landlord associated with giving permission.

Sublet

A sublet arrangement occurs when the original tenant moves out of their rental unit and allows someone else (the sub-tenant) to live in the rental unit and pay the rent for part of the term of the rental agreement.

Using the figures below, Chris is the landlord, who has entered into a fixed term rental agreement with tenant Jody for 12 months. Six months into the rental agreement, Jody wants to move to an apartment closer to work but is committed to the 12 month rental agreement with Chris. Therefore, Jody decides to enter into a second rental agreement with Pat for the remaining six months of the rental agreement Jody entered into with Chris. Chris provides a letter of approval to Jody regarding the arrangement.

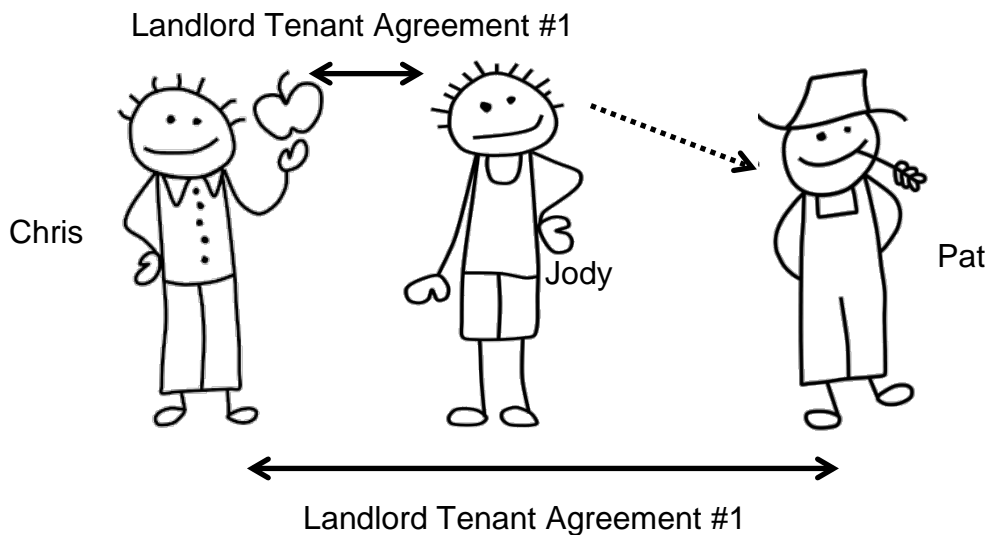


In this situation, Jody remains the tenant in the rental agreement with Chris but is also the landlord in a second tenancy agreement (a sublease agreement), entered into with the sub-tenant (Pat). Both this relationship and the one with the original landlord involve enforceable rights and responsibilities. The sub-tenant only has the same rights and obligations outlined in the original tenancy agreement. The agreement with the sub-tenant cannot contradict the original tenancy agreement. There is no contractual relationship between the original landlord and the sub-tenant.

Assignment

An assignment takes place when the rental agreement is transferred from one tenant to another. In an assignment, a new person takes the place of the tenant, but all the terms of the rental agreement stay the same.

Using the figures below, Chris is a landlord who enters into rental agreement with tenant Jody for a 12 month fixed term. Six months into the rental agreement, Jody finds an apartment closer to work and wants to move, but they are committed to the 12 month rental agreement with Chris. Therefore, Jody decides to transfer the rental agreement to Pat for the remaining six months. Chris provides a letter of approval to Jody regarding the arrangement. So, Pat will replace Jody as the tenant in the rental agreement originally entered into by Jody and pay rent directly to Chris.



In this situation, Jody is released from the rental agreement. Pat takes over the terms and conditions of the rental agreement with Chris for the remainder of the fixed term.

Termination Notice - Standard

RTA 2018: Section 18

Landlords and tenants may terminate a rental agreement as long as the required notification form and notice period has been issued. The termination notice form and content required is provided below. A termination notice must be fully completed and signed in the appropriate form identified below and located in Appendix A.




Form: Tenant's Notice to Terminate – Standard
Form: Landlord's Notice to Terminate – Standard

The following provides a summary of the notice requirements to terminate an agreement without cause.

Standard Termination Notice Requirements		
Type of Agreement	Notice Period Tenant to Landlord	Notice Period Landlord to Tenant
Week to week	<ul style="list-style-type: none">Not less than 7 days before the end of the rental period.	<ul style="list-style-type: none">Not less than 4 weeks before the end of the rental period.
Month to Month	<ul style="list-style-type: none">Not less than 1 month before the end of the rental period.	<ul style="list-style-type: none">Not less than 3 months before the end of the rental period.
Fixed Term (6 to 12 months)	<ul style="list-style-type: none">Not less than 2 months before the end of the fixed term specified in the rental agreement.	<ul style="list-style-type: none">Not less than 3 months before the end of the fixed term specified in the rental agreement.

Notice Period

The notice period must include the full rental period(s) as identified in the *Residential Tenancies Act*. For example, if a notice period requires “*not less than one month before the end of the rental period*” and rent is paid on the 1st of April, a termination notice must be issued **before** April 1st to terminate an agreement on April 30th. A termination notice issued on March 15th indicating they will vacate the premises by April 14th would not be valid because it does not include the full rental period required. A termination notice issued on March 15th would be valid for the tenants to vacate the premises on April 30th.

March 2018						
SUN	MON	TUE	WED	THU	FRI	SAT
				\$ 1	2	3
4	5	6	7	8	9	10
11	12	13	14	 15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
April 2018						
SUN	MON	TUE	WED	THU	FRI	SAT
\$ 1	2	3	4	5	6	7
8	9	10	11	12	13	 14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	 30					

Termination Notice – Special Circumstance

RTA 2018: Section 18

In special circumstances, a tenant is permitted to terminate the rental agreement with one months' notice. Like the example given above, this notice must include a full rental period.

Termination without Cause Notice Requirements		
Special Circumstance	Notice Period Tenant to Landlord	Other Requirements
Tenant has reduced income due to ill health.	<ul style="list-style-type: none"> Not less than 1 month before the end of the rental period. 	<ul style="list-style-type: none"> Tenant must provide evidence of tenant's reduced income.
Person subsidizing tenant's rent becomes ill and no longer able to subsidize tenant's rent.		<ul style="list-style-type: none"> Tenant must provide evidence of supporting person's ill health.
Tenant is required to live with an ill family member.		<ul style="list-style-type: none"> Tenant must provide evidence of family member's ill health.
Tenant is admitted to a nursing home or similar facility as a permanent resident.		<ul style="list-style-type: none"> Tenant must provide evidence of the tenant's admission to the nursing home or other similar facility.
Tenant dies.		<ul style="list-style-type: none"> Estate administrator must provide evidence of tenant's death.

The termination notice must be fully completed and signed in the appropriate form identified below and located in Appendix A.

Form: Tenant's Notice to Terminate – Special Circumstance

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Termination Notice - Cause

RTA 2018: Sections 19, 20, 21, 22, 23, 24

Landlords and tenants may terminate a rental agreement early for the following reasons:

Landlords

- Non-payment of rent
- Material breach of the rental agreement
- Premises uninhabitable
- Failure to keep premises clean or repair damage
- Interference with peaceful enjoyment

Tenants:

- Material breach of the rental agreement
- Premises uninhabitable
- Interference with peaceful enjoyment

The termination notice form and content is determined by the Minister responsible for residential tenancies. The termination notices identified below and located in Appendix A must be completed in full and in compliance with the *Residential Tenancies Act* to be considered valid.

Form: Tenant's Notice to Terminate – Cause
Form: Landlord's Notice to Terminate – Cause

Termination for Cause Notice Requirement	
Issued by Landlord	
• Non-payment of rent	• Not less than five days after rent is late for 10 days
• Material breach of the rental agreement	• Not less than one month before the end of the rental period if tenant fails to remedy the breach within a reasonable time
• Premises uninhabitable	• Immediate
• Tenant fails to keep premises clean or repair damage	• Not less than five days after tenant fails to keep clean or repair damage within a time
• Interference with peaceful enjoyment	• Not less than five days

Termination for Cause Notice Requirement	
Issued by Tenant	
<ul style="list-style-type: none"> • Material breach of the rental agreement 	<ul style="list-style-type: none"> • Not less than one month before the end of the rental period if landlord fails to remedy the breach within a reasonable time
<ul style="list-style-type: none"> • Premises uninhabitable 	<ul style="list-style-type: none"> • Immediate
<ul style="list-style-type: none"> • Interference with peaceful enjoyment 	<ul style="list-style-type: none"> • Not less than five days and not more than 14 days

Non-Payment of Rent

Before a landlord can issue a termination notice to a tenant for non-payment of rent, rent must be late by at least five days. If rent is late for five days or more, a landlord may issue a termination notice for the tenant to vacate the premises not less than 10 days after the notice is served.

If the rent and any assessed late fees are paid to the landlord before the termination date, then the termination notice is void. A termination notice may only be voided in this manner twice within a 12 month period. If this situation occurs a third time within the 12 month period, the termination notice is not voided even if the tenant pays all outstanding rent and late fees.

Material Breach of Rental Agreement

A material breach of a rental agreement may be a violation of a term or condition specifically identified in the rental agreement such as a “no pet” or “utilities included” condition. However, a material breach may involve something that is not specifically identified in the rental agreement. Further, what is considered a material breach is subjective and may be different from one case to another.

For example, if a tenant decides to rent a home because it has a working fireplace and the fireplace was one of the important reasons for the tenant deciding to rent this particular property, the fireplace is “material” or a significant factor in the agreement regardless of whether or not it is specifically identified in the rental agreement. To a different tenant, the existence of the fireplace in the same property may be of no importance and “immaterial” to the tenant’s decision to enter into a rental agreement for that property.

In the first instance, if the fireplace were not working, it would significantly affect the tenant's ability to enjoy the property and be considered a material breach. In the second instance the functioning of the fireplace wouldn't impact the tenant's ability to enjoy the property and would not be considered a material breach.

Where a landlord commits a material breach of the rental agreement, the tenant may give the landlord written notice of the breach along with a reasonable time for the landlord to comply. If the landlord fails to comply within a reasonable time after the notice has been served, the tenant may give the landlord a notice of termination that is not less than one month before the end of the rental period if landlord fails to remedy the breach within a reasonable time.

Where a tenant commits a material breach of the rental agreement, the landlord may give the tenant written notice of the breach along with a reasonable time for the landlord to comply. If the tenant fails to comply within a reasonable time after the notice has been served, the landlord may give the tenant a notice of termination that is not less than one month before the end of the rental period if tenant fails to remedy the breach within a reasonable time.

Premises Uninhabitable

A rental premises may be considered uninhabitable when any of the following occurs:

- a municipal, provincial or federal authority determines the premises is uninhabitable;
- a municipal, provincial or federal authority orders that the premises be vacated for safety purposes;
- the landlord or the tenant causes utilities such as heat or water to be disconnected to the unit;
- premises become flooded.

Where the landlord fails to maintain a premises fit for habitation, the tenant may give notice that the rental agreement is terminated immediately.

Where a tenant causes the premises to become unfit for habitation, the landlord may give the tenant notice that the rental agreement is terminated immediately.

Failure to Keep Premises Clean or Repair Damage

The tenant has a responsibility to keep the premises clean and to repair any damage caused by a deliberate or negligent act of the tenant, an occupant or by a guest of the tenant.

Where the tenant fails to keep the premises clean or to repair any damages caused deliberately or by neglect, the landlord has a right to issue a notice to the tenant to make repairs within three days of receiving the notice. If the tenant does not make the necessary repairs within the limit set by the landlord, the landlord has a right to issue a termination notice requiring the tenant to move out within five days of receiving the notice.

Interference with Peaceful Enjoyment or Reasonable Privacy

Peaceful enjoyment is a principle in common law that means tenants have a right to peace, quiet and privacy in their homes. Additionally, landlords have a right to exercise their responsibilities and obligations as business operators.

Within the scope of peaceful enjoyment are the following rights:

- reasonable privacy;
- freedom from unreasonable disturbance;
- tenant's exclusive possession of the rental unit, (subject to the landlord's right to enter identified in the *Residential Tenancies Act*); and
- use of common areas (like hallways, yards or laundry facilities) for reasonable and lawful purposes, free from significant interference.

Peaceful enjoyment may also include the tenant's right to have guests, cook foods of their choice, play music at a reasonable level during acceptable hours, practice their religion, and have the use of all the services and facilities described in the tenancy agreement, maintained in good repair.

In a landlord tenant relationship, the landlord does not have the right to enter the tenant's premises without the consent of the tenant unless: (i) there is an emergency that requires entry; (ii) the landlord provides a written 24 hours' notice of entry to the tenants that identifies the date and time of the entry and information about the reason for the entry; or (iii) 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 the purchaser and a reasonable effort has been made to give the tenant at least four hours' notice. When the landlord gives the proper notice to enter the property, the landlord does not need the consent of the tenant to enter the premises for the purpose stated. The landlord has a right to enter the property and to manage the property as an asset of the rental business.

A termination notice for interference of peaceful enjoyment may be issued when the violation is ongoing, outside of normal everyday living and caused by the landlord or the tenant or someone permitted on the premises by the landlord or the tenant. A single violation of peaceful enjoyment or interference with the rights of the landlord may also be sufficient cause to issue a termination notice if the violation is determined to be egregious.

A tenancy cannot be terminated due to disturbances over which the landlord or tenant has no control. To terminate for a tenant's violation of peaceful enjoyment and reasonable privacy, the landlord may give notice of not less than five days. A tenant may give the landlord a notice of not less than five days and not more than 14 days to terminate a rental agreement for the landlord's violation of peaceful enjoyment and reasonable privacy.

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Termination for Family Violence

RTA 2018: Sections 25, 26, 27

Application for Termination

A tenant may terminate a rental agreement with 30 days' notice where the tenant believes that because of family violence, the safety of the tenant or of a child living with the tenant is at risk.

In this type of situation, the tenant, or someone on the tenant's behalf is required to apply to the Director of Residential Tenancies using the form identified below and located in Appendix A.

Form: Tenant's Application to Terminate – Family Violence

The application must be accompanied by a copy of protective order in effect or a statement verifying the family violence from a specified person.

Any one of the following protective orders identified below may be attached to the application to terminate for reasons of family violence:

- an emergency protection order;
- a restraining order;
- a peace bond; or
- other similar protective order.

A person working in any of the following capacities is authorized to verify the family violence in the application to be submitted to the Director of Residential Tenancies.

- a medical practitioner registered and licensed under the Medical Act, 2011;
- a registered nurse or nurse practitioner registered and licensed under the Registered Nurses Act, 2008;
- a practical nurse licensed under the Licensed Practical Nurses Act, 2005;
- a social worker registered under the social Workers Act;
- a psychologist registered under the Psychologists Act, 2005
- a member of the Royal newfoundland constabulary or the Royal Canadian Mounted Police; or
- an individual employed by an agency or organization to assist individuals for whom the agency or organization provides accommodations in an emergency or transitional shelter because of violence or abuse.

No details specific to the Tenant's case of family violence is required to be disclosed in the application to the Director of Residential Tenancies.

Certificate and Termination Notice

Once submitted, the application will be reviewed by the director. If the director determines that there is a risk to the safety of the tenant or a child living with the tenant if the tenancy continues, the director will issue a certificate along with the notice of termination to the tenant.

The certificate will be valid for a period of 90 days from the date of issue. Within that time period, the tenant may provide the certificate along with the termination notice to the landlord to terminate a month to month or fixed term tenancy 30 days after the notice is issued to the landlord. If the 30 days do not cover a full rental period, the tenant will only be held responsible for rent to the end of the notice period.

If the certificate expires before the tenant issues the termination notice to the landlord, the tenant will need to re-apply for another certificate.

Once the landlord receives the termination notice, the rental agreement will be terminated for all the tenants in the rental unit and the landlord will be responsible to inform the tenants that the landlord has received and accepted a termination notice and the effective termination date.

The landlord is free to enter into a new rental agreement with any of the tenants.

Confidentiality

The landlord is required to keep confidential any information received in relation to the certificate and the notice of termination for reasons of family violence unless required by law to disclose.

Abandonment of Residential Premises

RTA 2018: Sections 31

Abandonment occurs when a tenant stops paying rent and vacates the rental unit without giving proper notice to the landlord. Rent must be in arrears before the landlord has a right to post a notice of abandonment.

A tenant who is going to be away for an extended period of time should let the landlord know and make arrangements to have the rent paid. Otherwise, a landlord may believe the tenant has abandoned their possessions and moved out of the rental unit.

When a landlord believes the tenant has abandoned the rental unit, before entering the premises and taking back possession of the unit, the landlord is required to post a notice 24 hours before entering the unit. This notice must state the following:

- the landlord's belief that the tenant has abandoned the residential premises;
- 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
- the date and time when the landlord will enter the residential premises.

Where the tenant responds to the notice and notifies the landlord that the residential premises has not been abandoned, the landlord may not enter the residential premises.

The form identified below and located in Appendix A may be used to issue a notice of abandonment.

Form: Landlord's Notice of Abandonment

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Serving Notice

RTA 2018: Section 35

Notices for termination, rental increase, repairs, violation of rental agreement, material condition or violation of the Act may be served by a variety of methods as identified in the table below.

Valid Methods of Service	
By Tenant to Landlord	By Landlord to Tenant
<ul style="list-style-type: none"> • Sending it electronically where: (i) the notice 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. 	<ul style="list-style-type: none"> • Sending it electronically where: (i) the notice 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.
<ul style="list-style-type: none"> • Giving it personally to the landlord, 	<ul style="list-style-type: none"> • Giving it personally to the tenant.
<ul style="list-style-type: none"> • Giving it to a person 16 years of age or older who apparently lives with the landlord. 	<ul style="list-style-type: none"> • Giving it to a person 16 years of age or older who apparently lives with the tenant.
<ul style="list-style-type: none"> • Posting it in an obvious place on the landlord's premises. 	<ul style="list-style-type: none"> • Posting it in an obvious place on the tenants residential premises.
<ul style="list-style-type: none"> • Placing it in the landlords mailbox or under a door in the landlords premises. 	<ul style="list-style-type: none"> • Placing it in the tenants mailbox or under a door in the tenants residential premises.
<ul style="list-style-type: none"> • Sending it to the landlord by registered mail, express post, prepaid, at an address: (i) where the rent is payable; (ii) provided under subsection; or (iii) the landlord carries on business. 	<ul style="list-style-type: none"> • Sending it to the tenant by registered mail, express post, prepaid, at an address: (i) provided by the tenant; or (ii) where the tenant carries on business.

<ul style="list-style-type: none"> • Sending to the landlord by courier service at an address: (i) where the rent is payable; (ii) provided under subsection; or (iii) the landlord carries on business. 	<ul style="list-style-type: none"> • Having it delivered to the tenant by courier service at an address: (i) provided by the tenant; or (ii) where the tenant carries on business.
<ul style="list-style-type: none"> • Where the landlord is a company, a notice may be given 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. 	

To request approval to serve a notice in a manner other than the methods identified, the form identified below and located in Appendix A must be completed and submitted to the Residential Tenancies Office.

Form: Application for Substituted Service

Counting the Number of Days' Notice

Allowing for the proper number of days' notice is critical to ensuring the validity of the notice. For certainty, the day the notice is received by the tenant and the day the tenant is required to move out should not be included in counting the number days in the notice period required to be provided.

Personal Possessions

RTA 2018: Sections 32 & 33

A landlord is not permitted to dispose of, keep or sell any possessions of the tenant regardless of any rent or other monies owed to the landlord.

At the end of the tenancy however, the landlord and tenant may enter into a written agreement about the tenant's personal property.

Otherwise, under the RTA, when the tenant leaves behind personal possessions, the landlord is required to safely store the tenant's belongings either in the rental unit or in another secure location and provide a written inventory of the belongings, along with printed photographs to the residential tenancies office as well as to the tenant, if the landlord can locate the tenant.

Belongings that are of no monetary value or where the cost of removing, storing and selling the property would be more than the earnings of selling the property or where the belongings are unsanitary or unsafe to store, the landlord may make application to the Residential Tenancies Office to immediately dispose of the belongings using the form identified below and located in Appendix A.

Form: Application to Dispose of Personal Property

Possessions that are safe to store and where the sale of the tenant's possessions would reap more than the cost of removal and storage, the landlord is required to store the belongings for 30 days to provide the tenant with an opportunity to claim and take possession of the personal property and paying the landlord for reasonable costs incurred to remove and store the tenant's belongings. Such costs are to be the lesser of the standard rate charged by a storage facility or the rental rate of the residential premises.

If the tenant does not return to claim the property within the 30 day period, the landlord may sell the belongings subject to the terms and conditions determined by the Residential Tenancies Office. The form identified below and located in Appendix A must be completed and submitted to the Residential Tenancies Office for approval to see a tenant's personal property.

Form: Application to Sell Personal Property

Upon the sale of a tenant's personal property by the landlord, the costs incurred to remove, store and sell the property may be retained by the landlord. Where there is an outstanding Order for compensation payable to the landlord by the tenant, the landlord may also retain proceeds from the sale of possessions necessary to fulfill the Order. The remainder of the proceeds must be returned to the Residential Tenancies Office to be held in trust. Should the owner of the belongings comes forward to claim the belongings within a year, the proceeds held in the trust will be paid out to the owner upon presenting satisfactory proof of ownership.

Dispute Resolution

RTA 2018: Section 42

When a disagreement occurs, the landlord and tenant should try to resolve the issues in dispute and keep a copy of the agreed solution in writing. Reaching an agreed upon solution is much more likely when both landlords and tenants know their rights and responsibilities under the Residential Tenancies Act and when the terms of the rental agreement are clearly identified in a written rental agreement.

If a solution cannot be mutually agreed upon, either the landlord or the tenant may apply to the Residential Tenancies Office for assistance using the form identified below and located in Appendix A.

Form: Application for Dispute Resolution

An Application for Dispute Resolution can be filed by either the landlord or the tenant for assistance in resolving the dispute through mediation or through adjudication. Upon receiving an application for dispute resolution services by the Residential Tenancies Office, a Residential Tenancies Officer will be assigned to manage your case.

Mediation Services

Mediation involves the use of an independent, neutral, and respected person by to parties in a dispute to reach agreement on how the issue will be settled. The Residential Tenancies Officer is trained in the mediation process. If both parties agree to negotiate, the Residential Tenancies Officer can assist them in reaching a written agreement to resolve the situation. Through this process, each party may enter into a mediation process and agreement voluntarily which will be documented into a written agreement. If either party fails to abide by their commitments in the agreement, the other party may have the agreement converted to an Order which is enforceable through the courts.

Adjudication

Adjudication is a more formal judicial process where both parties in a dispute present their arguments to a decision maker for a judgement about the issue in dispute. This judgement is in the form of a written decision and Order which is enforceable through the court.

An adjudication process can take many forms. The parties to an adjudication process may participate in an oral hearing either in person or by teleconference. Alternatively, the parties may present their case by written submission to the adjudicator for review and decision.

The adjudicator has the authority to decide on a whether or not a dispute falls within the jurisdiction of the Residential Tenancies Act to resolve; a party has violated a term of the rental agreement or the Residential Tenancies Act or Regulations. After considering an application for dispute resolution, the adjudicator has the authority to order a variety of remedies.

Remedies

In a decision to resolve a dispute, the adjudicator has the authority to determine the rights and responsibilities of a landlord and tenant and to order any of the following remedies:

- direct a landlord to pay money to a tenant; or a tenant to pay money to a landlord;
- require a landlord or tenant who has violated a condition of a rental agreement to comply with the condition;
- require a landlord to pay a tenant for expenses incurred as a result of a violation of the Act or the rental agreement;
- direct a tenant to move out of the residential premises on a specified date;
- direct a landlord to return personal property of a tenant taken in violation of the Act or the rental agreement or to pay a tenant for the value of the personal property taken;
- direct a tenant to return personal property of a landlord taken in violation of the Act or the rental agreement or to pay a landlord for the value of the personal property taken;
- direct a landlord to pay a tenant compensation for inconvenience as a result of a violation of the Act or the rental agreement, and authorize the tenant to deduct that amount against future rent;
- authorize a tenant to deduct money a landlord owes the tenant from money the tenant owes to the landlord;
- authorize a landlord to deduct money a tenant owes to the landlord from money the landlord owes to the tenant, (except a security deposit where the landlord has not made an application to keep the security deposit);
- direct a tenant to pay rent or a percentage of rent to the Residential Tenancies Office to be held in trust;

- determine the validity of a notice to terminate a rental agreement;
- determine the disposition of a security deposit;
- extend the notice period where the premises is a site for a mobile home;
- extend or reduce the notice period for a group termination;
- impose terms and conditions to ensure compliance with the Act and the rental agreement; and
- require an unsuccessful party to an application to pay costs to a successful party to an application.

Decisions

Upon receiving the arguments of the parties, the adjudicator will consider the information, review the rental agreement, the Residential Tenancies Act and Regulations before providing a written decision to both parties with reasons for the decision made.

A decision of the adjudicator is appealable to the Supreme Court of Newfoundland and Labrador if the adjudicator was not impartial, made an error in following the rules of procedural fairness or an error in applying the law.

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Appendix A

RTA 2018: Forms

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Standard Rental Agreement

Residential Tenancies Act 2018 - Section 7



Part 1 Parties to the Agreement		
Landlord (company name and owner name)		
Street Number and Name (for service)		Apartment Number
City or Town	Province	Postal Code
Email	Telephone	Cellular
AND		
Tenant #1 Name	Email	Telephone/Cellular
Tenant #2 Name	Email	Telephone/Cellular
Part 2 Landlord Agent		
Agent Name (company name and owner name)		
Street Number and Name		Apartment Number
City or Town	Province	Postal Code
Email	Telephone	Cellular
Part 3 Other Occupants		
In addition to the tenants, the following occupants may reside at the rented premises		
1. _____	4. _____	
2. _____	5. _____	
3. _____	6. _____	
Part 4 Type of Agreement		
This document is:		
<input type="checkbox"/> Agreement written in duplicate and signed by the parties <input type="checkbox"/> Written notice of an oral or implied agreement between the parties		

Standard Rental Agreement

Residential Tenancies Act 2018 - Section 7



Part 5 Address of Residential Premises

The landlord will rent to the tenant and the tenant will rent from the landlord the premises located at:

Street Number and Name

Apartment Number

City or Town

Province
NL

Postal Code

Type of Property

- room in a boarding house apartment in a 2-apartment house mobile home
 single family home apartment in multi apartment building mobile home site

Part 6 Rental Period

This Agreement is to begin on _____ and continue as a

- week-to-week
 month-to-month
 fixed term ending on: _____

Part 7 Rent

The tenant will pay rent in the amount of \$ _____

- per week on the ____ day of each week
 per month on the ____ day of each month

Part 8 Security Deposit

- Security deposit is not required
 Security deposit has been paid in the amount of \$ _____ on _____
(month day, year)

The amount paid as security deposit shall not be in excess of:

- (a) first 2 week's rent where the residential premises are rented from week to week;
(b) 3/4 of the first month's rent where the residential premises is rented from month to month; or
(c) 3/4 of the first month's rent if rent was divided into a monthly payment where the premises is rented for a fixed term.

Part 9 Statutory Conditions

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 willful 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.

Standard Rental Agreement

Residential Tenancies Act 2018 - Section 7



Part 10 Services/ Furnishings Included in Rent

The following services and facilities are included:

- | | | |
|--|---------------------------------------|--------------------------------|
| <input type="checkbox"/> Utilities | <input type="checkbox"/> Stove | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Internet | <input type="checkbox"/> Refrigerator | |
| <input type="checkbox"/> Cable | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Parking | <input type="checkbox"/> Microwave | |
| <input type="checkbox"/> Snow clearing | <input type="checkbox"/> Washer | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Lawn care | <input type="checkbox"/> Dryer | <input type="checkbox"/> _____ |

Part 11 Additional Tenant Obligations

The tenant agrees to comply with the following obligations:

- | | | |
|---|---|--------------------------------|
| <input type="checkbox"/> No smoking tobacco as defined under the <i>Smoke-Free Environment Act</i> | <input type="checkbox"/> No animals or pets | <input type="checkbox"/> _____ |
| | <input type="checkbox"/> Utilities | <input type="checkbox"/> _____ |
| <input type="checkbox"/> No smoking cannabis as defined under the <i>Smoke-Free Environment Act</i> | <input type="checkbox"/> Snow clearing | <input type="checkbox"/> _____ |
| | <input type="checkbox"/> Lawn care | <input type="checkbox"/> _____ |
| <input type="checkbox"/> No cultivation, propagation or growth of cannabis plants as defined in the <i>Cannabis Control Act</i> | <input type="checkbox"/> Tenant insurance | <input type="checkbox"/> _____ |

Part 12 Rent Increases

The landlord shall not increase the amount of rent payable by the tenant:

- (a) during the period of any fixed term agreement
- (b) more than once in a 12 month period
 - a. where the residential premises is rented from week to week or month to month;
 - b. where the residential premises is rented for a fixed term or 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 .
- (c) during the 12 month period immediately following the commencement of the rental agreement.

The landlord shall provide written notice of:

- (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.

Part 13 Rent Arrears

In a week to week rental agreement where rent is overdue for 3 days or more, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to move out of the premises on a specified date not less than 3 days after the notice is served on the tenant.

In a month to month or fixed term tenancy where rent is overdue for 5 days or more, the landlord may give the tenant notice that the rental agreement is terminated and the tenant is required to move out of the premises on a specified date not less than 10 days after the notice is served on the tenant.

Part 14 Use of Premises

The tenant agrees to use the residential premises for residential purposes only and will not carry on, or permit to be carried on, in the residential premises, any trade or business without the written consent of the landlord.

The tenant agrees not to engage in illegal activity that: (i) causes or is likely to cause damage to the landlord's property; (ii) adversely affects or is likely to adversely affect the peaceful enjoyment or reasonable privacy, security, safety or physical well-being of another occupant to tenant of the residential premises; or (iii) jeopardizes or is likely to jeopardize a lawful right or interest of another occupant or tenant of the residential premises.

The tenant agrees to comply with any rules concerning the tenant's use or occupancy of the residential premises or building or use of services and facilities provided by the landlord provided that the rules are in writing, are reasonable in all circumstances and the tenant is given a copy of the rules at the time of entering into the rental agreement and is given a copy of any amendments.

Part 15 Termination

Should the tenant or landlord seek to terminate the rental agreement, notice must be given in accordance with Section 18(1) and service must be in accordance with Section 35 of the Residential Tenancies Act. Ending the rental agreement by one tenant named on the rental agreement ends the rental agreement for all tenants.

Tenant's Notice *Check as Appropriate*

Tenancy Type

Landlord's Notice *Check as Appropriate*

At least 7 days before the end of the rental period Section 18(1)(a)

Week to Week

At least 14 days before the end of the rental period Section 18(2)(a)

At least 1 month before the end of the rental period (Section 18(1)(b))

Month to Month

At least 3 months before the end of the rental period (Section 18(2)(b))

At least 2 months before the end of the fixed term period (Section 18(1)(c))

Fixed Term

At least 3 months before the end of the fixed term period (Section 18(2)(c))

At least 1 month before the end of the rental period (Section 18(3)(a))

Mobile Home Site

At least 6 months before the end of the rental period (Section 18(3)(b))

Standard Rental Agreement

Residential Tenancies Act 2018 - Section 7



Part 16 Emergency Contact for Landlord

In the event of an emergency, I authorize the tenants to contact the following:

Name

Street Number and Name

Apartment Number

City or Town

Province

Postal Code

Email

Telephone

Cellular

Part 17 Emergency Contact for Tenant

In the event of an emergency, I authorize the landlord to contact the following:

Name

Street Number and Name

Apartment Number

City or Town

Province

Postal Code

Email

Telephone

Cellular

Part 18 Binding Effect and Interpretation

This rental agreement is for the benefit of the landlord and the tenant and is binding on the tenant, the tenant's assigns and personal representatives; the landlord and the landlord's heirs, executors, administrators, assigns, and successors in title. This agreement is to be interpreted and executed with direct reference to the *Residential Tenancies Act, 2018* and in conjunction with any landlord's rules and regulations as may be attached. Any term or condition added to this agreement that contravenes any of the provisions of the *Residential Tenancies Act, 2018* is void and has no effect.

Standard Rental Agreement

Residential Tenancies Act 2018 - Section 7



Part 19 Landlord Declaration and Signature

I have read the rental agreement and agree to comply with the provisions provided therein. I have provided the tenant with a copy of the *Residential Tenancies Act, 2018*; a copy of the written and signed rental agreement or written notice of a verbal or implied agreement as identified in Standard Rental Agreement Regulations under the *Residential Tenancies Act, 2018*.

Landlord Signature

Date (month day, year)

Part 20 Tenant Declaration and Signature

I have read the rental agreement and agree to comply with the provisions provided therein. I have received from the landlord a copy of the *Residential Tenancies Act, 2018*; and a copy of the written and signed rental agreement or written notice of a verbal or implied agreement as identified in the Regulations under the *Residential Tenancies Act, 2018*.

Signature Tenant #1

Date (month day, year)

Signature Tenant #2

Date (month day, year)

Instructions

- Use this form when you want to inform the landlord that you want repairs to be completed within a reasonable time.
- Under Section 10.(1)1. a landlord is responsible to maintain the residential premises in a good state of repair and fit for habitation during the tenancy. The landlord is also required to abide by municipal, provincial and federal laws concerning health, safety and housing.
- If a landlord fails to abide by this requirement of the Residential Tenancies Act, a tenant has a right to request the landlord to make repairs within a reasonable period of time.
- If the landlord does not make repairs within a reasonable amount of time, the tenant has a right to make application to the Residential Tenancies Office seeking a variety of remedies including the following:
 - an Order requiring the landlord to make repairs;
 - an Order directing a landlord to deduct from the rent, an amount as compensation for inconvenience until the landlord makes the required repairs; or
 - an Order requiring the tenant to pay rent in trust to the Residential Tenancies office until the landlord makes the required repairs
- The Residential Tenancies Office will not accept an Application for Dispute Resolution seeking repairs to be completed by the landlord unless the following conditions are met:
 - a copy of the Tenant's Request for Repairs has been served on the landlord and the landlord has failed to make the repairs within a reasonable amount of time;
 - the tenant provides verification that the Tenant's Request for Repairs was served on the landlord; and
 - the tenant's rent is not in arrears.

Service Requirements (Section 35(1))

- The tenant's request for repairs may be delivered to the landlord by:
 - 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;
 - giving it personally to the landlord;
 - giving it to a person 16 years of age or older who apparently lives with the landlord;
 - posting it in a conspicuous place on the landlord's premises;
 - placing it in the landlord's mailbox or under a door in the landlord's premises;
 - sending it to the landlord by prepaid registered mail or prepaid express post or by courier service at an address (i) where rent is payable; (ii) provided by the landlord or (iii) where the landlord carries on business.
- Where the tenant's request for repairs is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.
- Where the tenant's request for repairs is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to Information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Tenant's Request for Repairs

Residential Tenancies Act 2018



Part 1 To: Landlord Information		
Landlord Name		
Part 2 From: Tenant Information		
Name Tenant #1	Name Tenant #2	
Part 3 Address of Residential Premises		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 4 Repairs Requested		
I request your attention to make the following repairs to the rental unit identified above:		
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
I request that these repairs be completed on or before: _____ (month day, year)		
Part 5 Tenant Signature		
Tenant Signature	Date (month day, year)	

Instructions

- Use this form when you want to inform the tenant that you want repairs to be completed within a reasonable time.
- Under Section 10.(1)2. a tenant is responsible to keep the residential premises clean and to repair damage caused deliberately by or through negligence of the tenant or a person permitted on the residential premises by the tenant.
- If a tenant fails to abide by this requirement of the Residential Tenancies Act, a landlord has a right to request the tenant to make repairs within a time period not less than 3 days.
- If the tenant does not make repairs within a reasonable amount of time, the landlord has a right to make application to the Residential Tenancies Office seeking a variety of remedies including the following:
 - an Order requiring the tenant to make repairs; or
 - an Order directing a tenant to pay the landlord an amount of as compensation for damages.

Service Requirements (Section 35(2))

- The landlord's request for repairs may be delivered to the tenant by:
 - 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 to receive documents, and (iii) it is sent to that electronic address;
 - giving it personally to the tenant;
 - giving it to a person 16 years of age or older who apparently lives with the tenant;
 - posting it in a conspicuous place on the tenant's premises;
 - placing it in the tenant's mailbox or under a door in the tenant's premises;
 - sending it to the tenant by prepaid registered mail or prepaid express post or by courier service at an address (i) provided by the landlord or (ii) where the tenant carries on business.
- Where the landlord's request for repairs is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.
- Where the landlord's request for repairs is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to Information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Landlord's Request for Repairs

Residential Tenancies Act 2018



Part 1 To: Tenant Information		
Name Tenant #1	Name Tenant #2	
Part 2 From: Landlord Information		
Landlord Name		
Part 3 Residential Premises Address		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 4 Repairs Requested		
I request your attention to make the following repairs to the rental unit identified above:		
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
I request that these repairs be completed on or before: _____ (month day, year)		
Part 5 Landlord Signature		
Landlord Signature	Date (month day, year)	

Instructions

- This notice must be given to a tenant when the landlord wants to increase the rental rate.
- Under Section 16 of the Residential Tenancies Act, a landlord may not increase the rent:
 - more than once in a 12 month period where the residential premises is rented from week to week or month to month;
 - during the term of the rental agreement, where the residential premises is rented for a fixed term;
 - more than once in a 12 month period where a tenant continues to use or occupy the residential premises after a fixed term has expired;
 - during the 12 month period immediately following the commencement of the rental agreement
- 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 is required to give the tenant written notice of:
 - not less than 8 weeks before the effective date of the increase where the residential premises is rented from week to week; and
 - 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.
- 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.

Service Requirements (Section 35(2))

- The landlord's notice of rental increase may be delivered to the tenant by:
 - 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 to receive documents, and (iii) it is sent to that electronic address;
 - giving it personally to the tenant;
 - giving it to a person 16 years of age or older who apparently lives with the tenant;
 - posting it in a conspicuous place on the tenant's premises;
 - placing it in the tenant's mailbox or under a door in the tenant's premises;
 - sending it to the tenant by prepaid registered mail or prepaid express post or by courier at an address (i) provided by the tenant or (ii) where the tenant carries on business.
- Where the landlord's notice of rental increase is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.
- Where the landlord's notice of rental increase is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to Information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Landlord's Notice to Increase Rent

Residential Tenancies Act 2018 – Section 16



Part 1 To: Tenant Information		
Name Tenant #1	Name Tenant #2	
Part 2 From: Landlord Information		
Landlord Name		
Part 3 Address of Residential Premises		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 4 Increase Details		
I hereby give you notice that rent for the premises identified above will be increasing by: \$ _____ per _____ effective as of _____ (month day, year) Starting on this date, the rent will be: \$ _____ per _____		
Part 5 Landlord Signature		
Landlord Signature	Date (month day, year)	

Tenant's Notice to Terminate - Standard

Residential Tenancies Act 2018 - Sections 18(1), 18(3)

Instructions

- Use this form when you want to inform the landlord that you are terminating the rental agreement as identified and permitted under the Residential Tenancies Act. All sections of this form are required to be completed. The tenant completing the form must place their signature at the bottom where required. Ending the rental agreement by one tenant named on the rental agreement ends the rental agreement for **all** tenants.

Authority and Notice Requirements

Part	Directions
Section 18(1)(a) Week to week rental agreement	If the rental agreement is week to week, the tenant must provide the landlord with termination notice of not less than 7 days before the end of the rental period.
Section 18(1)(b) Month to month rental agreement	If the rental agreement is month to month, the tenant must provide the landlord with termination notice of not less than 1 month before the end of the rental period.
Section 18(1)(c) Fixed term rental agreement	If the rental agreement is fixed term, the tenant must provide the landlord with termination notice of not less than 2 months before the end of the fixed term.
Section 18(3)(a) Rental agreement for a mobile home site	If the rental agreement is for a mobile home site, the tenant must provide the landlord with termination notice of not less than 1 month before the end of the rental period.
Notice before the end of the rental period	The notice period must include a full rental period. For example, in a month to month rental agreement where rent is paid monthly on the 1st of each month, if rent is paid on January 1st, the landlord must receive the termination notice from the tenant on or before January 1st for the rental agreement to end on January 31st. If the tenant provided notice to the landlord on December 15th, the proper termination date would still be January 31st and not January 14th because rent is paid on the 1st of the month and the notice period must include a full rental period.
Counting the days of notice required	The day the notice is received by the landlord and the day the tenant is scheduled to move out are not included in counting the number days in the notice period required to be provided.
Signature	The tenant issuing the termination notice must place their signature on the form where required.

Tenant's Notice to Terminate - Standard

Residential Tenancies Act 2018 - Sections 18(1), 18(3)

Service Requirements (Section 35(1))

- The tenant's notice to terminate may be delivered to the landlord by:
 - 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;
 - giving it personally to the landlord;
 - giving it to a person 16 years of age or older who apparently lives with the landlord;
 - posting it in a conspicuous place on the landlord's premises;
 - placing it in the landlord's mailbox or under a door in the landlord's premises;
 - sending it to the landlord by prepaid registered mail or prepaid express post or by courier service at an address (i) where rent is payable; (ii) provided by the landlord or (iii) where the landlord carries on business.
- Where the tenant's notice to terminate is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.
- Where the tenant's notice to terminate is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Tenant's Notice to Terminate - Standard

Residential Tenancies Act 2018 - Section 18(1), 18(3)



Part 1 To: Landlord Information		
Landlord Name		
Part 2 From: Tenant Information		
Name Tenant #1	Name Tenant #2	
Part 3 Address of Residential Premises		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 4 Move Out Date		
I am terminating my tenancy and moving out of the residential premises on:		Date (month day, year)
Part 5 Authority		
I am terminating the rental agreement under the authority of the Residential Tenancies Act, 2018 where the rental agreement is: (check one of the following)		
<input type="checkbox"/> Week to week - Section 18(1)(a) allows the tenant to move out not less than 7 days before the end of the rental period after notice is served.		
<input type="checkbox"/> Month to month - Section 18(1)(b) allows the tenant to move out not less than 1 month before the end of the rental period after notice is served.		
<input type="checkbox"/> Fixed Term - Section 18(1)(c) allows the tenant to move out not less than 2 months before the end of the fixed term period after notice is served.		
<input type="checkbox"/> Mobile Home Site - Section 18(3)(a) allows the tenant to move out not less than 1 month before the end of the rental period after notice is served.		
Part 6 Tenant Signature		
Tenant Signature		Date (month day, year)

Landlord's Notice to Terminate - Standard

Residential Tenancies Act 2018 - Section 18(2), 18(3)



Instructions

- Use this form when you want to inform the tenant that you are terminating the rental agreement as identified and permitted in the *Residential Tenancies Act, 2018* and you require the tenant to move out. All sections of this form are required to be completed. The landlord completing the form must place their signature at the bottom where required. Ending the rental agreement for one tenant named on the rental agreement ends the rental agreement for ***all*** tenants.

Authority and Notice Requirements

Section 18(2)(a) Week to week rental agreement	If the rental agreement is week to week, the landlord must provide the tenant with notice of not less than 4 weeks before the end of the rental period.
Section 18(2)(b) Month to month rental agreement	If the rental agreement is month to month, the landlord must provide the tenant with notice of not less than 3 months before the end of the rental period.
Section 18(2)(c) Fixed term rental agreement	If the rental agreement is fixed term, the landlord must provide the tenant with notice of not less than 3 months before the end of your fixed term.
Section 18(3)(b) Rental agreement for a mobile home site	If the rental agreement is for a mobile home site, the landlord must provide the tenant with notice of not less than 6 months before the end of the rental period.
Before the end of the rental period	The notice period must include a full rental period. For example, in a fixed term rental agreement where rent is paid monthly on the 1st of each month, if rent is paid on January 1st, the tenant must receive the notice from the landlord on or before January 1st for the rental agreement to end on March 31st. If the landlord provided notice to the tenant on December 15th, the proper termination date would still be March 31st and not March 14th because rent is paid on the 1st of the month and the notice period must include a full rental period.
Counting the days of notice required	The day the notice is received by the tenant and the day the tenant is required to move out are not included in counting the number days in the notice period required to be provided.
Signature	The landlord issuing the termination notice must place their signature on the form where required.

Landlord's Notice to Terminate - Standard

Residential Tenancies Act 2018 - Section 18(2), 18(3)

Service Requirements (Section 35(2))

- The landlord's notice to terminate may be delivered to the tenant(s) by:
 - 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 to receive documents, and (iii) it is sent to that electronic address;
 - giving it personally to the tenant;
 - giving it to a person 16 years of age or older who apparently lives with the tenant;
 - posting it in a conspicuous place on the tenant's residential premises;
 - placing it in the tenant's mailbox or under a door in the tenant's residential premises;
 - sending it to the tenant by prepaid registered mail or prepaid express post or by courier service at an address: (i) provided by the tenant; or (ii) where the tenant carries on business.
- Where the landlord's notice to terminate is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.
- Where the landlord's notice to terminate is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to Information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Landlord's Notice to Terminate - Standard

Residential Tenancies Act 2018 - Section 18(2), 18(3)



Part 1 To: Tenant Information		
Name Tenant #1	Name Tenant #2	
Part 2 From: Landlord information		
Landlord Name		
Part 3 Residential Premises Address		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 4 Move Out Date		
I am terminating the tenancy and require you to move out of the residential premises on:	Date (month day, year)	
Part 5 Authority		
I am terminating the rental agreement under the authority of the <i>Residential Tenancies Act, 2018</i> where the rental agreement is: (check one of the following)		
<input type="checkbox"/> Week to week - Section 18(2)(a) of the <i>Act</i> requires the tenant to move out not less than 4 weeks before the end of the rental period after notice is served.		
<input type="checkbox"/> Month to month - Section 18(2)(b) of the <i>Act</i> requires the tenant to move out not less than 3 month before the end of the rental period after notice is served.		
<input type="checkbox"/> Fixed Term - Section 18(2)(c) of the <i>Act</i> requires the tenant to move out not less than 3 months before the end of the fixed term period after notice is served.		
<input type="checkbox"/> Mobile Home Site - Section 18(3)(b) of the <i>Act</i> requires the tenant to move out not less than 6 months before the end of the rental period after notice is served.		
Part 6 Landlord Signature		
Landlord Signature		Date (month day, year)

Tenant's Notice to Terminate – Special Circumstance

Residential Tenancies Act 2018 - Sections 18(8)



Instructions

- Use this form when you want to inform the landlord that you are terminating the fixed term rental agreement due to special circumstances identified and permitted in the *Act*. All sections of this form are required to be completed. The tenant completing the form must place his/her signature at the bottom where required. Ending the rental agreement by one tenant named on the rental agreement ends the rental agreement for **all** tenants.

Authority and Notice Requirements

Section 18(8)(a)(9) Tenant's income is reduced as a result of ill health	Where the tenant's income is reduced as a result of ill health and evidence is provided to verify the tenant's reduction in income is provided, the tenant may terminate a rental agreement by giving notice of not less than one month's rental period.
Section 18(8)(b)(9) The person who has been providing financial assistance towards the payment of the rent is no longer able to provide financial assistance due to ill health	Where the person who has been providing financial assistance towards the tenant's rent is no longer able to provide financial assistance due to ill health and evidence is provided to verify the person's ill health, the tenant may terminate a rental agreement by giving notice of not less than one month's rental period.
Section 18(8)(c)(9) Tenant is required to live with a family member because of the ill health of the family member	Where the tenant is required to live with a family member because of the ill health of the family member and evidence is provided to verify the ill health of the family member, the tenant may terminate a rental agreement by giving notice of not less than one month's rental period.
Section 18(8)(d)(9) Tenant is admitted permanently into a home that provides personal care for the aged	Where the tenant is admitted permanently into a home that provides personal care for the aged and evidence is provided to verify the tenant's admission into the home, the tenant may terminate a rental agreement by giving notice of not less than one month's rental period.
Section 18(8)(e)(9) Tenant dies	Where the tenant dies and the notice to the landlord is accompanied by evidence of the tenant's death, the assigned representative of the tenant may terminate the rental agreement by giving notice of not less than one month's rental period.
Notice before the end of the rental period	The notice period must include a full rental period. For example, in a fixed term rental agreement where rent is paid monthly on 1st of each month, if rent is paid on January 1st, the landlord must receive the termination notice from the tenant on or before January 1st for the rental agreement to end on January 31st. If the tenant provided notice to the landlord on December 15th, the proper termination date would still be January 31st and not January 14th because rent is paid on the 1st of the month and the notice period must include a full rental period.

Tenant's Notice to Terminate – Special Circumstance

Residential Tenancies Act 2018 - Sections 18(8)



Counting the days of notice required	The day the notice is received by the landlord and the day the tenant plans to move out are not included in counting the number of days in the notice period required to be provided.
Signature	The tenant issuing the termination notice must place his/her signature on the form where required.

Service Requirements (Section 35(1))

- The tenant's notice to terminate may be delivered to the landlord by:
 - 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;
 - giving it personally to the landlord;
 - giving it to a person 16 years of age or older who apparently lives with the landlord;
 - posting it in a conspicuous place on the landlord's premises;
 - placing it in the landlord's mailbox or under a door in the landlord's premises;
 - sending it to the landlord by prepaid registered mail or prepaid express post or by courier service at an address (i) where rent is payable; (ii) provided by the landlord or (iii) where the landlord carries on business.
- Where the tenant's notice to terminate is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.
- Where the tenant's notice to terminate is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to Information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Tenant's Notice to Terminate – Special Circumstances

Residential Tenancies Act 2018 - Section 18(8)



Part 1 To: Landlord Information		
Landlord Name		
Part 2 From: Tenant Information		
Name Tenant #1	Name Tenant #2	
Part 3 Address of Residential Premises		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 4 Move Out Date		
I am terminating the tenancy and moving out of the residential premises on:	Date (month day, year)	
Part 5 Authority		
I am terminating the tenancy under the authority of the Residential Tenancies Act due to: (check one of the following)		
<input type="checkbox"/> My income is reduced as a result of ill health (Section 18(8)(a)).		
<input type="checkbox"/> My financial assistance is discontinued due to the ill health of the person who provides financial assistance to me in paying my rent (Section 18(8)(b)).		
<input type="checkbox"/> I am required to live with a family member because of the family member's ill health (Section 18(8)(c)).		
<input type="checkbox"/> I have been admitted permanently into a seniors' personal care facility (Section 18(8)(d)).		
<input type="checkbox"/> Death of the tenant (Section 18(8)(e)).		
The sections referenced above allow the tenant (or the tenant's representative in the event of the tenant's death) to terminate the rental agreement with not less than 1 month notice before the end of the rental period. Verifying documentation must be attached to this notice.		
Part 5 Tenant Signature		
Tenant Signature	Date (month day, year)	

Tenant's Notice to Terminate Early – Cause

Residential Tenancies Act 2018 - Sections 20, 21, 23

Instructions

- Use this form when you want to inform the landlord that you are terminating a rental agreement early for the reason identified and permitted in the *Act*. All sections of this form are required to be completed. The tenant completing the form must place their signature at the bottom where required. Ending the rental agreement by one tenant named on the rental agreement ends the rental agreement for **all** tenants.

Authority and Notice Requirements

Section 20(1)(3) Breach of material term	Where a landlord breaches a material term of the rental agreement, the tenant may provide the landlord written notice of the breach and provide the landlord with a reasonable time to correct the situation. If the landlord does not correct the situation within a reasonable time, the tenant may give the landlord a notice of termination: <ul style="list-style-type: none">(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.
Section 21(1)(3) Premises uninhabitable	Where a landlord fails to maintain the residential premises in a good state of repair, fit for habitation and comply with laws respecting health, safety or housing, the tenant may give the landlord notice that the rental agreement is terminated immediately.
Section 23(1)(2) Interference with peaceful enjoyment and reasonable privacy	Where the landlord interferes with the peaceful enjoyment and reasonable privacy of the tenant, the tenant may give the landlord notice that the rental agreement is terminated on a specified date not less than 5 days, but not more than 14 days, after the notice has been served.
Before the end of the rental period	The notice period must include a full rental period. For example, in a fixed term rental agreement where rent is paid monthly on 1st of each month, if rent is paid on January 1st, the landlord must receive the termination notice from the tenant on or before January 1st for the rental agreement to end on January 31st. If the tenant provided notice to the landlord on December 15th, the proper termination date would still be January 31st and not January 14th because rent is paid on the 1st of the month and the notice period must include a full rental period.
Counting the days of notice required	The day the notice is received by the landlord and the day the tenant plans to move out are not included in counting the number of days in the notice period required to be provided.
Signature	The tenant issuing the termination notice must place their signature on the form where required.

Tenant's Notice to Terminate Early – Cause

Residential Tenancies Act 2018 - Sections 20, 21, 23

Service Requirements (Section 35(1))

- The tenant's notice to terminate may be delivered to the landlord by:
 - 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;
 - giving it personally to the landlord;
 - giving it to a person 16 years of age or older who apparently lives with the landlord;
 - posting it in a conspicuous place on the landlord's premises;
 - placing it in the landlord's mailbox or under a door in the landlord's premises;
 - sending it to the landlord by prepaid registered mail or prepaid express post or by courier service at an address (i) where rent is payable; (ii) provided by the landlord or (iii) where the landlord carries on business.
- Where the tenant's notice to terminate is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.
- Where the tenant's notice to terminate is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Tenant's Notice to Terminate Early – Cause

Residential Tenancies Act 2018 - Sections 20, 21, 23



Part 1 To: Landlord Information		
Landlord Name		
Part 2 From: Tenant Information		
Name Tenant #1	Name Tenant #2	
Part 3 Address of Residential Premises		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 3 Move Out Date		
I am terminating the tenancy and moving out of the residential premises on:	Date (month day, year)	
Part 4 Authority		
I am terminating the tenancy under the authority of the Residential Tenancies Act, 2018 due to: (check one of the following)		
<input type="checkbox"/> Breach of material term (Section 20(1)(3)(4))		
<input type="checkbox"/> Week to week rental agreement; the tenant may move out not less than 7 days before the end of the rental period after the notice has been served.		
<input type="checkbox"/> Month to month, fixed term or mobile site rental agreement; the tenant may move out not less than 1 month before the end of the rental period after the notice has been served.		
<input type="checkbox"/> Premises uninhabitable (Section 21(1)(3)); the tenant may move out immediately.		
<input type="checkbox"/> Interference with peaceful enjoyment and reasonable privacy (Section 23(1)(2)) the tenant may move out not less than 5 days, but not more than 14 days, after the notice has been served.		
Part 5 Tenant Signature		
Tenant(s) Signature	Date (month day, year)	

Landlord's Notice to Terminate Early – Cause

Residential Tenancies Act 2018 – Sections 19, 20, 21, 22, 24



Instructions

- Use this form when you want to inform the tenant that you are terminating the rental agreement early for the reason identified and permitted in the *Act*. All sections of this form are required to be completed. The landlord completing the form must place their signature at the bottom where required. Ending the rental agreement for one tenant named on the rental agreement ends the rental agreement for **all** tenants.

Authority and Notice Requirements

Section 19 Failure to pay rent	In a week to week rental agreement, rent must be overdue for 3 days or more before the landlord can give a notice to move out not less than 3 days after the notice is served. In a month to month, fixed term, or site for a mobile home rental agreement, rent must be overdue for 5 days or more before the landlord can give a notice to move out not less than 10 days after the notice is served on the tenant.
Section 20(2)(3)(4) Breach of material term	Where a tenant breaches a material term of a rental agreement, the landlord may provide the tenant written notice of the breach and provide a reasonable time to correct the situation. If the tenant does not correct the situation, the landlord may give a notice to move out: (i) not less than 7 days before the end of a rental period where the residential premises is rented from week to week; (ii) not less than 1 month before the end of a rental period where the residential premises is rented from month to month, fixed term, or (iii) a site for a mobile home.
Section 21(2)(3) Premises uninhabitable	Where a tenant makes a residential premises unfit for habitation by doing something or by neglecting to do something, the landlord may give the tenant notice that the rental agreement is terminated and that the tenant is required to move out immediately.
Section 22 Tenant's obligation not met	Where a tenant does not keep the premises clean and repair damage beyond normal wear and tear, the landlord may give the tenant notice requiring the tenant to correct the situation within 3 days. If the tenant does not correct the situation, the landlord may give the tenant notice to move out not less than 5 days after the notice has been served.
Section 24 Interference with peaceful enjoyment and reasonable privacy	Where a tenant interferes with the rights and reasonable privacy of the landlord or of other tenants, the landlord may give notice to move out not less than 5 days after the notice has been served.
Before the end of the rental period	The notice period must include a full rental period. For example, in a fixed term rental agreement where rent is paid monthly on the 1st of each month, if rent is paid on January 1st, the landlord must receive the termination notice from the tenant on or before January 1st for the rental agreement to end on January 31st. If the tenant provided notice to the landlord on December 15th, the proper termination date would still be January 31st and not January 14th because rent is paid on the 1st of the month and the notice period must include a full rental period.

Landlord's Notice to Terminate Early – Cause

Residential Tenancies Act 2018 – Sections 19, 20, 21, 22, 24



Counting the days of notice required	The day the notice is received by the tenant and the day the tenant is required to move out are not included in counting the number days in the notice period required to be provided.
Signature	The landlord issuing the termination notice must place their signature on the form where required.

Service Requirements (Section 35(2))

- The landlord's notice to terminate may be delivered to the tenant(s) by
 - 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 to receive documents, and (iii) it is sent to that electronic address;
 - giving it personally to the tenant;
 - giving it to a person 16 years of age or older who apparently lives with the tenant;
 - posting it in a conspicuous place on the tenant's premises;
 - placing it in the tenant's mailbox or under a door in the tenant's premises;
 - sending it to the landlord by prepaid registered mail or prepaid express post or by courier service at an address (i) provided by the tenant; or (ii) where the tenant carries on business.
- Where the landlord's notice to terminate is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.
- Where the landlord's notice to terminate is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to Information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Landlord's Notice to Terminate Early – Cause

Residential Tenancies Act 2018 – Sections 19, 20, 21, 22, 24



Part 1 To: Tenant Information		
Name Tenant #1	Name Tenant #2	
Part 2 From: Landlord Information		
Landlord's Name		
Part 3 Address of Residential Premises		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 4 Move Out Date		
I am terminating your tenancy and require you to move out of the residential premises on:	Date (month day, year)	
Part 5 Authority		
I am terminating the tenancy under the authority of the <i>Residential Tenancies Act, 2018</i> due to: (check one of the following)		
<input type="checkbox"/> Failure to pay rent (Section 19)		
<input type="checkbox"/> Week to week rental agreement; the tenant is required to move out not less than 3 days after the notice is served.		
<input type="checkbox"/> Month to month, fixed term or mobile site rental agreement; the tenant is required to move out not less than 10 days after the notice is served.		
<input type="checkbox"/> Breach of material term (Section 20(2)(3)(4));		
<input type="checkbox"/> Week to week rental agreement; the tenant is required to move out not less than 7 days before the end of the rental period after the notice is served.		
<input type="checkbox"/> Month to month, fixed term or mobile site rental agreement; the tenant is required to move out not less than 1 month before the end of the rental period after notice is served.		
<input type="checkbox"/> Premises uninhabitable (Section 21(2)(3)); the tenant is required to move out immediately.		
<input type="checkbox"/> Failure to keep the premises clean and to repair damage (Section 22); the tenant is required to move out not less than 5 days after the notice has been served.		
<input type="checkbox"/> Interference with peaceful enjoyment and reasonable privacy (Section 24); the tenant is required to move out not less than 5 days after the notice has been served.		
Part 6 Landlord Signature		
Landlord Signature	Date (month day, year)	

Tenant's Application to Terminate – Family Violence

Residential Tenancies Act 2018 - Sections 25, 26, 27



Instructions

- Use this form when you want to apply to the Director of Residential Tenancies to terminate a month to month or a fixed term rental agreement where because of family violence, the safety of the tenant or a child of a tenant is at risk if the tenancy continues as identified and permitted in the *Act*. All sections of this form are required to be completed. The tenant completing the form must place his/her signature at the bottom where required. Ending the rental agreement by one tenant named on the rental agreement ends the rental agreement for ***all*** tenants.

Authority and Notice Requirements

Section 25 Application for Certificate	The tenant or a person on behalf of the tenant, with the tenant's consent, may apply to the Director of Residential Tenancies to for a certificate to terminate a rental agreement early where the tenant: <ul style="list-style-type: none">• 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• provides an emergency protection order, restraining order, peace bond or other order, or• provides a statement from a professional authority confirming that in his/her opinion the tenant or a child residing with the tenant has been the subject of family violence.
Section 25.(3)(2)(ii) Opinion from Professional	The following persons may provide a professional statement as identified in regulation: <ul style="list-style-type: none">• a medical practitioner registered and licensed under the Medical Act, 2011;• a registered nurse or nurse practitioner registered and licensed under the Registered Nurses Act, 2008;• a practical nurse licensed under the Licensed Practical Nurses Act, 2005;• a social worker registered under the Social Workers Act;• a psychologist registered under the Psychologists Act, 2005• a member of the Royal Newfoundland Constabulary or the Royal Canadian Mounted Police; or• an individual employed by an agency or organization to assist individuals for whom the agency or organization provides accommodations in an emergency or transitional shelter because of violence or abuse.
Section 26 Notice where tenant is a victim of family violence	Where a tenant is issued a certificate by the Director of Residential Tenancies, the tenant may terminate a rental agreement by giving at least 30 days' notice to the landlord. In this situation, the tenant is responsible for the payment of rent only until the end of the notice period. The certificate will be valid for 90 days from the date of issuance. However, the applicant may reapply for another certificate.
Section 27 Confidentiality	A landlord is required to ensure that any information received in relation to a notice or certificate issued to terminate a tenancy for family violence is kept confidential unless the landlord is required by law to disclose the information.

Tenant's Application to Terminate – Family Violence

Residential Tenancies Act 2018 - Sections 25, 26, 27



Counting the days of notice required	This notice does not need to be aligned with the rental period. The notice is 30 days after the day notice is received by the landlord. The day the notice is received by the landlord and the day the tenant is required to move out are not included in counting the number days in the notice period required to be provided.
Signature	The tenant issuing the termination notice must place his/her signature on the form where required.

Service Requirements (Section 35(1))

- The tenant's notice to terminate may be delivered to the landlord by:
 - 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;
 - giving it personally to the landlord;
 - giving it to a person 16 years of age or older who apparently lives with the landlord;
 - posting it in a visible place on the landlord's premises;
 - placing it in the landlord's mailbox or under a door in the landlord's premises;
 - sending it to the landlord by prepaid registered mail or prepaid express post or by courier service at an address (i) where rent is payable; (ii) provided by the landlord or (iii) where the landlord carries on business.
 - Where the tenant's notice to terminate is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.
 - Where the tenant's notice to terminate is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to Information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Tenant's Application to Terminate – Family Violence

Residential Tenancies Act 2018 - Sections 25, 26, 27



Part 1: Tenant Information		
Name:		
Part 2: Address of Residential Premises		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Telephone/Cellular	Email	
Part 3: Tenant Declaration		
By signing my name below, I declare that because of family violence, I believe my safety or the safety of a child residing with me is at risk if I continue to reside in the residential premises (Section 25(1)(a)).		
Tenant Signature		Date (month day, year)
<p>SWORN OR AFFIRMED before me at _____ in the province of _____ (location)</p> <p>Newfoundland and Labrador on _____ (month day, year)</p> <p>_____ Justice of the Peace; Notary Public; Commissioner for Oaths</p>		
Part 3: Professional Information		
Name:		Profession/Position
Employer/Organization Name		
Street Number and Name		
City or Town	Province NL	Postal Code
Telephone/Cellular	Email	

Tenant's Application to Terminate – Family Violence

Residential Tenancies Act 2018 - Sections 25, 26, 27



Part 4: Professional Opinion and Declaration

In accordance with the Residential Tenancies Act and the Family Violence Protection Act, family violence is defined as one or more of the following acts or omissions committed against an applicant or a child residing with the applicant: (i) an assault that consists of the intentional application of force that causes the applicant to fear for his or her safety but does not include an act committed in self-defense; (ii) an intentional, reckless or threatened act or omission that causes bodily harm or damage to property; (iii) an intentional, reckless or threatened act or omission that causes a reasonable fear of bodily harm or damage to property; (iv) forcible physical confinement without lawful authority; (v) sexual assault, sexual exploitation or sexual molestation, or the threat of sexual assault, sexual exploitation or sexual molestation; (vi) conduct that causes the applicant to reasonably fear for his or her safety, including following, contacting, communicating with, observing or recording a person; (vii) conduct that causes psychological or emotional harm or a reasonable fear of that harm, including a pattern of behaviour the purpose of which is to undermine the psychological or emotional well-being of the applicant or a child; (viii) conduct that controls, exploits or limits the applicant's access to financial resources for the purpose of ensuring the applicant's financial dependency; and (ix) the deprivation of food, clothing, medical attention, shelter, transportation or other necessities of life.

By signing my name below, I declare I am authorized to complete this form pursuant to the Residential Tenancies Regulations. I further declare in my professional capacity, I have assessed the information provided by the applicant and it is my opinion that the applicant or a child residing with the applicant has been the subject of family violence (Section 25.(3)(a)(ii)).

Signature of Professional

Date (month day, year)

SWORN OR AFFIRMED before me at _____ in the province of
(location)

Newfoundland and Labrador on _____
(month day, year)

Justice of the Peace;
Notary Public;
Commissioner for Oaths

Landlord's Notice of Abandonment

Residential Tenancies Act 2018 – Section 31

Instructions

- This notice must be issued by the landlord when the landlord believes the tenant abandoned the residential premises, before the landlord may enter and take possession of the residential premises.
- A tenant is considered to have abandoned a residential premises where
 - the tenant has vacated the residential premises;
 - the rental agreement is not terminated in accordance with this Act or the rental agreement; and
 - rent is overdue.
- Before entering a residential premises for the purpose of taking possession, the landlord must post a notice in an obvious place on the residential premises, not less than 24 hours before entering, stating the following:
 - the landlord's belief that the tenant has abandoned the residential premises;
 - 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
 - the day and hour when the landlord will enter the residential premises.
- Where the tenant notifies the landlord that the residential premises has not been abandoned, the landlord may not enter the residential premises.

Service Requirements (Section 35(2))

- The landlord's notice of abandonment may be delivered to the tenant by:
 - 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 to receive documents, and (iii) it is sent to that electronic address;
 - giving it personally to the tenant;
 - giving it to a person 16 years of age or older who apparently lives with the tenant;
 - posting it in an obvious place on the tenant's premises;
 - placing it in the tenant's mailbox or under a door in the tenant's premises;
 - sending it to the tenant by prepaid registered mail or prepaid express post or by courier service at an address (i) provided by the tenant or (ii) where the tenant carries on business.
- Where the landlord's notice of abandonment is sent electronically as indicated above, it will be considered served on the day it is sent if it is sent before 4pm. If the notice is sent after 4pm, it will be considered to be served on the next day which is not a weekend or statutory holiday.
- Where the landlord's notice of abandonment is sent by registered mail or express post, it will be considered to be served on the 5th day after mailing.

Access to Information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Landlord's Notice of Abandonment

Residential Tenancies Act 2018 – Section 31



Part 1 To: Tenant Information		
Name Tenant #1	Name Tenant #2	
Part 2 From: Landlord Information		
Landlord Name		
Part 3 Residential Premises Address		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 4 Details		
<p>I hereby give you notice that I believe you have abandoned the residential premises identified above. Therefore, I intend to enter the residential premises on the date and time identified below, for the purpose of taking possession unless you notify me prior to this date and time that you have not abandoned the residential premises.</p> <p>Date: _____ Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM</p>		
Part 5 Landlord Signature		
Landlord Signature	Date (month day, year)	

Application for Substituted Service

Residential Tenancies Act 2018 - Section 42(5)

Instructions

- Each respondent named in the application must be served individually with the copy of the application at least 10 days before the date of the hearing to ensure each respondent is aware of the application and what the hearing is about.
- The application and notice of hearing may be served on each respondent by the following methods:
 - giving it personally to the other party;
 - sending it to the other party by prepaid registered mail or prepaid express post at an address provided by the other party;
 - sending it electronically where
 - it is provided in the same or substantially the same form as the written notice or document,
 - the other party has provided an electronic address for receipt of documents, and it is sent to that electronic address; or
 - sending it to the other party by courier service at an address provided by the other party.
- Substituted methods of service will only be approved where the applicant has made reasonable attempts to locate and serve the respondent and where there is a reasonable probability that substituted service will result in the document(s) being served successfully. The applicant is required to provide documentation to verify that reasonable attempts have been made to serve the document(s) by the methods identified in legislation.
- Where service is attempted by registered mail or express post but is not successful, the server is required to attach to the Application for Substituted Service a copy of the tracking report identifying the date and time the document(s) was sent as well as date and time the document successfully delivered.
- It is the applicant's responsibility to ensure sufficient time is provided for a respondent to receive the document(s) not less than 10 days before the scheduled hearing date.
- Some examples of substituted service methods include:
 - Giving the documents to an adult person who apparently lives with the respondent;
 - Posting the document(s) in an obvious place on the respondent's premises; or
 - Placing the document(s) in the mailbox or slipping it under the door of the respondent's premises.

Access to Information and Protection of Privacy

- Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Application for Substituted Service

Residential Tenancies Act 2018 - Section 42(5)



Applicant's Declaration	
Application No. _____	Hearing Date: _____
BETWEEN Applicant _____ (name) <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	
AND Respondent _____ (name) <input type="checkbox"/> Landlord <input type="checkbox"/> Tenant	
I, _____ of _____ (print name) (street name and #, town, province, postal code)	
Declare that I have made attempts to serve the respondent _____ With a TRUE COPY of the following: (check applicable box)	
<input type="checkbox"/> Application & Notice of Hearing <input type="checkbox"/> Order and Decision <input type="checkbox"/> Other _____	
<input type="checkbox"/> Notice of Re-scheduled Hearing <input type="checkbox"/> Certified Order	
by the following methods without success: (check applicable box)	
<input type="checkbox"/> Personally to party named above <input type="checkbox"/> Personally to company official named below	
<input type="checkbox"/> Electronically* <input type="checkbox"/> Prepaid Express Post	
<input type="checkbox"/> Prepaid Registered Mail <input type="checkbox"/> Courier Service	
<input type="checkbox"/> Substituted Service (attach order)	
(The applicant is required to provide documentation to verify that reasonable attempts have been made to serve the document(s) by the methods identified in legislation.)	
I request approval to serve the above noted document(s) by the following alternative methods which I believe will be successful for the reasons outlined below:	
Proposed Method	Reason
Applicant's Signature _____	Date (month day, year) _____
SWORN OR AFFIRMED before me at (location) _____ in the province of Newfoundland and Labrador on (month day, year) _____	
_____ Justice of the Peace, Notary Public, Commissioner for Oaths	

Application to Dispose of Abandoned Personal Property

Residential Tenancies Act 2018 - Section 32(4)



Part 1 Landlord Information		
Name: (company and owner name)		
Street Number and Name		Apartment Number
City or Town	Province	Postal Code
Email	Telephone/Cell Number	
Part 2 Tenant Information		
Name Tenant #1	Name Tenant #2	
Forwarding Address		
Email	Telephone/Cell Number	
Part 3 Address of Residential Premises		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 4 Date of Termination		
Date (month day, year):		
Part 5 Inventory of Items	*printed colour photos of all items must be attached	
Estimated value:		
Estimated cost to store:		

Application to Dispose of Abandoned Personal Property

Residential Tenancies Act 2018 - Section 32(4)



Part 6 Declaration of Abandoned Personal Property

I declare the following:

- Upon termination of the rental agreement on _____, the property inventoried in the attached was abandoned by the tenant(s).
- I provided a copy of this inventory to the tenant(s) on _____;
- I cannot locate the tenant(s) to provide a copy of the inventory of abandoned items (verifying documentation must be attached to this notice detailing the number and method of attempts to locate the tenant(s));
- the property identified in the attached is of no monetary value, unsanitary or unsafe to store; or would cost more to remove, store and sell than the proceeds from the sale of the abandoned goods;

- I request approval to immediately dispose of the property identified in the inventory attached.

Landlord Signature

Date (month day, year)

SWORN OR AFFIRMED before me at (location) _____ in the province of
Newfoundland and Labrador on (month day, year) _____.

Justice of the Peace;
Notary Public;
Commissioner for Oaths

Part 7 Authorization of Director

The applicant is authorized to immediately dispose of the abandoned property inventoried in the attached.

Director of Residential Tenancies

Date (month day, year)

Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Application to Sell Abandoned Personal Property

Residential Tenancies Act 2018 - Section 32(9)



Part 1 Landlord Information		
Name: (company and owner name)		
Street Number and Name		Apartment Number
City or Town	Province	Postal Code
Email	Telephone/Cell Number	
Part 2 Tenant Information		
Name Tenant #1	Name Tenant Name #2	
Forwarding Address		
Email	Telephone/Cell Number	
Part 3 Address of Residential Premises		
Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Part 4 Date of Termination		
Date (month day, year):		
Part 5 Inventory of Items	*printed colour photos of all items must be attached	
Estimated value:		
Estimated cost to store:		

Application to Sell Abandoned Personal Property

Residential Tenancies Act 2018 - Section 32(9)



Part 6 Declaration of Abandoned Personal Property

I declare the following:

- Upon termination of the rental agreement on _____, the property inventoried in the attached was abandoned by the tenant(s).
- I provided a copy of this inventory to the tenant(s) on _____;
- I cannot locate the tenant(s) to provide a copy of the inventory of abandoned items (verifying documentation must be attached to this notice detailing the number and method of attempts to locate the tenant(s)).
- The property identified in the attached would return more money than the cost to remove, store and sell.

- I request approval to sell the abandoned property inventoried in the attached if, after storing for 30 days, the tenant does not take possession of the property.

Landlord Signature

Date (month day, year)

SWORN OR AFFIRMED before me at (location) _____ in the province of

Newfoundland and Labrador on (month day, year) _____ .

Justice of the Peace;
Notary Public;
Commissioner for Oaths

Part 7 Authorization of Director

The applicant shall store the property identified in the inventory attached for 30 days from the date of termination identified above. If the tenant does not take possession of the property within 30 days, the applicant is authorized to sell the property according to terms and conditions set by the Director of Residential Tenancies.

Director of Residential Tenancies

Date (month day, year)

Service NL collects personal information relating to landlords and tenants under the authority of the Residential Tenancies Act, 2018. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. If you require more information please contact the Director of Residential Tenancies at (709) 729-2660.

Application for Dispute Resolution

Residential Tenancies Act 2018 - Section 42



For Office Use Only

Application No. _____
Receipt No. _____

Counter Claim Yes No
Counter Claim No. _____

Part 1 Applicant

Landlord Tenant

Name #1

Street Number and Name

Apartment Number

City or Town

Province

Postal Code

Email

Telephone

Cellular

Name #2

Street Number and Name

Apartment Number

City or Town

Province

Postal Code

Email

Telephone

Cellular

Part 2 Respondent

Landlord Tenant

Name #1

Street Number and Name

Apartment Number

City or Town

Province

Postal Code

Email

Telephone

Cellular

Name #2

Street Number and Name

Apartment Number

City or Town

Province

Postal Code

Email

Telephone

Cellular

Application for Dispute Resolution

Residential Tenancies Act 2018 - Section 42



Part 3	Residential Premises	<i>Attach any written rental agreement, written notice of an oral or implied agreement, or complete and attach the standard form rental agreement</i>
---------------	-----------------------------	---

Street Number and Name		Apartment Number
City or Town	Province NL	Postal Code
Security Deposit Paid \$	Date (month day, year)	
Termination Date (month day, year)		

Part 4	Applicant is Seeking
---------------	-----------------------------

<input type="checkbox"/>	Validity of termination notice	
<input type="checkbox"/>	Vacant possession	
<input type="checkbox"/>	Repairs to be carried out	
<input type="checkbox"/>	Return security deposit.....	\$ _____
<input type="checkbox"/>	Keep security deposit	\$ _____
<input type="checkbox"/>	Payment of rent	\$ _____
<input type="checkbox"/>	Refund of rent.....	\$ _____
<input type="checkbox"/>	Compensation for damage	\$ _____
<input type="checkbox"/>	Compensation for inconvenience	\$ _____
<input type="checkbox"/>	Payment of utilities	\$ _____
<input type="checkbox"/>	Cleaning costs	\$ _____
<input type="checkbox"/>	Late fees.....	\$ _____
<input type="checkbox"/>	Other.....	\$ _____
	Total.....	\$ _____

Part 5	Applicant Signature
---------------	----------------------------

Signature #1	Date (month day, year)
Signature #2	Date (month day, year)

Notice of Hearing

Residential Tenancies Act 2018 - Section 42



Part 1 Hearing Details		<i>To be completed by Residential Tenancies Staff</i>	
Application No.			
Hearing Date:		Time:	<input type="checkbox"/> AM <input type="checkbox"/> PM
Location:			
Residential Tenancies Officer		Date	
Part 2 Mediation Consent			
<p>Mediation services are available to assist parties in settling the dispute before the hearing date. Upon receiving consent from both parties, the Residential Tenancies Officer will be assigned to work with the parties to reach a mutually agreed solution. Information exchanged during mediation is confidential and cannot be used as evidence in a hearing. If a mediated agreement is reached and one of the parties does not comply, the other party may apply to have the agreement converted to an Order which is enforceable by the Office of the High Sheriff. Such Orders are not subject to appeal.</p>			
Applicant consent to mediation		<input type="checkbox"/> Yes	<input type="checkbox"/> No
<p>**Respondent(s) who wish to participate in mediation are required to contact the Residential Tenancies Office and reference the application number assigned to the file.</p>			
Part 3 Service Requirements			
<p>A copy of the following documents comprised of all seven (7) pages: (i) Application for Dispute Resolution; and (ii) Notice of Hearing must be served on each respondent not less than 10 clear days before the above scheduled hearing date. These ten (10) days do not include the day of service or the day of the hearing.</p>			
<p>The applicant is required to serve the required documents on each of the respondents named in the application by: (i) giving it to the respondent personally; (ii) sending it to the respondent by prepaid registered mail, express post or courier service to an address provided by the respondent; (iii) sending it to an electronic address provided by the respondent.</p>			

Notice of Hearing

Residential Tenancies Act 2018 - Section 42



Part 4 Request to Discontinue Application

Application No.

Name Applicant #1

Name Applicant #2

I/We, the applicants referenced above agree to fully discontinue the application number referenced above as of the date signed below.

Signature Applicant #1

Date (month day, year)

Signature Applicant #2

Date (month day, year)

Part 5 Access to Information and Protection of Privacy

Service NL collects personal information relating to landlords and tenants under the authority of the *Residential Tenancies Act, 2018*. Personal information collected by the Government of Newfoundland and Labrador is protected under Section 40(1) of the Access to Information and Protection of Privacy Act, 2015. Proceedings of the Residential Tenancies office are open to the public. Hearings are recorded and maintained in a secure manner. To ensure transparency and accountability of the adjudication process, decisions of this office will be published with personal information of the parties removed. If you have any questions about the collection or use of this information, please contact the Residential Tenancies Office.

Proof of Service

Where a copy of the application is sent by registered mail or express post, it is considered to have been served on the fifth day after mailing, and the service may be proven by providing evidence that the mailing was prepaid, properly addressed and sent.

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 pm, or the next day that is not a Saturday, Sunday or statutory holiday, if the copy of the application is sent after 4 pm.

The applicant may be required to submit proof that the respondent was properly served the application and other required documentation not less than ten (10) clear days before the hearing date. Proof of service may include: (i) an affidavit from the person who delivered the documents; and/or (ii) delivery confirmation from the postal or courier service.

Substituted Service

An applicant who is unable to serve the required documents as permitted under the *Act* may apply to the director of Residential Tenancies for authorization to serve the documents through an alternate method. Applicants applying for substituted service must demonstrate their failed attempts to serve the documents through the methods permitted and identify why the proposed method of service will be successful.

Counterclaim by Respondent

Application for Return of Security Deposit - Where a tenant applies to have a security deposit returned, the landlord has 10 days from the date the landlord is served with the tenant's application to file a separate application to keep the security deposit. Where the landlord does not file a separate application to keep the security deposit, the director of Residential Tenancies may make an order requiring the landlord to return the security deposit without conducting a hearing.

A respondent is entitled to file a separate claim against the original applicant. This is called a counterclaim. A counterclaim is made on a separate Application for Dispute Resolution and follows all the same rules and requirements as the original application.

Every effort will be made to hear both the original application and the counterclaim at the same date and time.

Hearing Process

In Person - Hearings will take place in person unless otherwise indicated by the Director of Residential Tenancies. Where the Director of Residential Tenancies has indicated the hearing will take place by teleconference, parties will be provided with a toll free conference number and conference ID to which the parties may call in. Parties may also request to participate in the hearing process by teleconference or written submission.

Teleconference – Any party who is unable to appear in person at a hearing location may also request to participate by teleconference. Requests to appear by teleconference should be submitted in writing to the Residential Tenancies Office at the time of application or immediately after the notice of the application and hearing are received.

Written Submission - Any party who is unable to appear in person or by teleconference at the hearing location may request to appear by a signed written submission. Requests to appear by written submission should be submitted in writing to the Residential Tenancies Office at the time of application or immediately after the notice of the application and hearing are received. The signed written submission must be received by the Residential Tenancies Office and provided to the other party at least 3 days prior to the scheduled hearing. Any party appearing by written submission will not be able to pose or respond to questions from any other party. Witness statements may be submitted into evidence as sworn affidavits or unsworn statements provided the contact information of the witness is provided in the statement.

Evidence

Evidence can be any type of proof presented by the parties at a dispute resolution proceeding in support of the case including: (i) oral testimony of the parties or witnesses that may be given under oath or affirmation; (ii) written or printed documentation such as rental agreements, letters, printed copies of emails, receipts, photos, sworn or unsworn witness statements; (iii) electronic information such as digital photographs, audio or video recordings that are submitted on an electronic device such as a flash drive or disk.

If the hearing is scheduled to take place in person, evidence may be submitted at the commencement of the hearing. If the hearing is scheduled to take place by teleconference or written submission, all evidence must be received by the Residential Tenancies Office and provided to the other party at least 3 days prior to the hearing. Each party is responsible for providing the other party as well as the Residential Tenancies Office a copy of the information submitted into evidence. Evidence submitted to the Residential Tenancies Office must be in a manner that can be retained with the file. At the hearing, a person must be able to prove that they provided the other party with the evidence, including any digital evidence, and confirmed that the other party could gain access to it. If the evidence was not received by the parties in the time specified, the evidence may not be accepted.

Request for Postponement

Postponements will be granted at the discretion of the Director and only in extenuating circumstances. Requests for postponements should be submitted in writing at least two working days prior to the hearing, and should include supporting documentation such as the following:

- Letter from medical service provider – confirming previously scheduled medical appointment
- Letter from employer – confirming employment commitments
- Travel confirmation - copy of airline tickets
- Other extenuating circumstances will be considered.

When a respondent's request for postponement is approved, the respondent will be required to provide an address for service. Notice of the new hearing date will be served by the Residential Tenancies Office. Hearings will not be permitted to be postponed indefinitely. All cases will be issued a hearing date. Applications that are dormant for 3 months by the applicant will be considered abandoned and dismissed by the Director.

Request for Subpoena

In order to ensure the attendance of a witness, or to summon a witness who they believe may have evidence to support their case, a party may apply to the Director of Residential Tenancies for a subpoena. It is the responsibility of the party requesting the subpoena to serve (deliver) it to the witness and to pay any fees and expenses involved. The Residential Tenancies Office is not responsible for serving the subpoena and does not pay for costs or expenses associated with the attendance of a party to the hearing such as travel expenses or professional fees.

Notice of Hearing

Residential Tenancies Act 2018 - Section 42



Authorized Representative

You are not required to have representation when participating in a Residential Tenancies hearing; however, you do have a right to be represented by another party if you choose to do so. The Residential Tenancies Office does not arrange or pay for your representation. When you retain a representative, an Authorized Representative form must be submitted to the Residential Tenancies Office before any information will be released concerning your Application for dispute Resolution. The Residential Tenancies Office will not discuss your application with anyone other than the parties identified on the application unless an Authorized Representative form has been submitted.

Failure to Attend

If both the applicant and respondent fail to attend the scheduled hearing without: (i) contacting the Residential Tenancies Office; (ii) applying in writing for a postponement; or (iii) applying for substituted service, the application will be dismissed.

Application and Fees

Applications for dispute Resolution may be obtained from one of our three regional locations identified below. Application may also be found on the Government Newfoundland and Labrador website at:

<http://www.servicenl.gov.nl.ca/landlord/>

There is no fee for filing an application for refund of the security deposit or to keep the security deposit. For all other issues, the application fee is \$20.

Payment may be made online at: <https://www.gov.nl.ca/pay-online/>

You may file the Application for Dispute Resolution and pay the fee at one of our regional locations or submit your completed application along with the receipt of payment to: landlordtenant@gov.nl.ca

Office Locations

Avalon Region

Motor Registration Building
149 Smallwood Drive,
Mount Pearl, NL
P.O. Box 8700
St. John's, NL
A1B 4J6

Eastern & Central Region

Government Service Centre
Fraser Mall
230 Airport Boulevard
Gander, NL
P.O. Box 2222
Gander, NL
A1V 2N9

Western Region

Sir Richard Squires Building
84 Mount Bernard Avenue
Corner Brook, NL
P.O. Box 2006
Corner Brook, NL
A2H 6J8

Telephone: 709-729-2608
Toll Free in NL: 1-877-829-2608

www.servicenl.gov.nl.ca/landlord/