

TENANT'S HANDBOOK

A GUIDE FOR TENANTS AND LANDLORDS

This guide was prepared by the Human Development Council to assist tenants and landlords. Funding was received from the National Homelessness Initiative, Human Resources Development Canada and the New Brunswick Department of Family and Community Services.

Thanks also to Brendan Langille, summer student; Nancy Glennie, Office of the Rentalsman; Narinder Singh, Saint John Non Profit Housing Inc.; Brenda Murphy, Urban Core Support Network; Kit Hickey, Housing Alternatives; Brenda Wright, Saint John Learning Exchange; Scott Stacey, Saint John Apartment Owner's Association.



Saint John Human Development Council

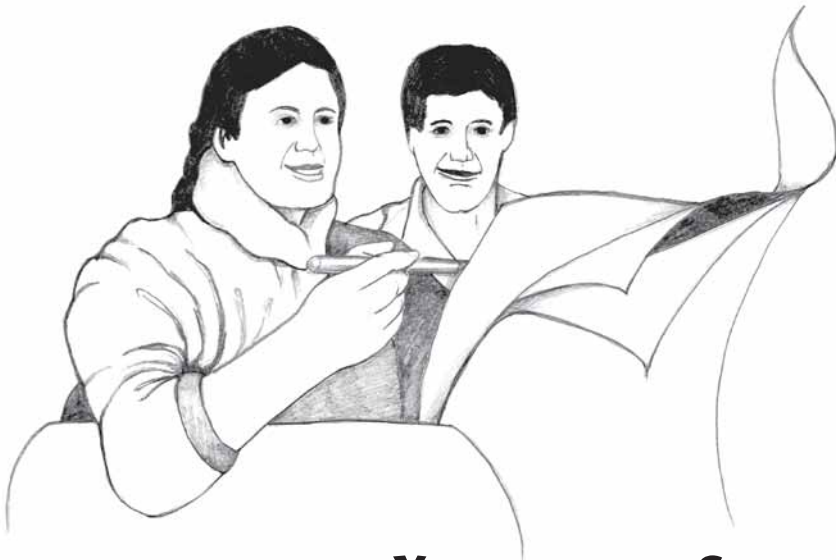
47 Charlotte Street, 3rd Floor, City Market
P.O. Box 6125, Station "A", Saint John, NB E2L 4R6

Tel. No.: (506) 634-1673 • Fax No.: (506) 636-8543 • E-mail: hdc@nbnet.nb.ca
www.humandevlopmentcouncil.nb.ca



F O R E W O R D

There are few situations more frustrating than being lost. Certainly it is easy to feel this way when beginning the search for an apartment. You feel as though you don't know where to start or what to look for. What you may need is a map. This handbook was constructed with these difficulties in mind. Consider it a type of road map explaining the various "hazards" and "bumps" throughout your journey, while focusing on helping you reach your final destination - settling in as a member of the Saint John community.



B E G I N N I N G Y O U R S E A R C H

It's time to find an apartment. This can be overwhelming initially, but there are a number of ways to start:

- check newspaper listings
- begin asking friends
- check the yellow pages of the telephone book - look under "Apartments"
- check the local supermarket bulletin boards
- check with community or church organizations
- look at your local cable information channels
- log-on to the internet and begin checking sites - here is a brief list of sites that might be of use:

www.places4rent.com

www.listingsca.com

www.rentscanada.com

www.unbsj.ca

(check off-campus housing)

Computers available for public use can be found in the following locations:

East - Parkway Mall Community Access Centre, 212 McAllister Dr. - **696-5479**

West - Islandview School Community Computer Centre, 496 Ridge Row - **674-2095**

North - North End Computer Access Centre, 226 Churchill Blvd - **693-7967**

South/Central - Community Health Centre Community Access Centre (free) - **632-5545**

- try calling one of these services if you need further assistance or emergency housing:

Family and Community Services - Housing Division - **658-4640**

Salvation Army - **634-7021**

Homeless Women's Shelter - **672-5177**



FYI: Your landlord cannot turn off the heat completely during the summer. Even during summer months the heat has to be at the comfort zone - 21 degrees Celsius in the day and 18 degrees Celsius at night.

Bright Idea: Remember to make sure you understand what is and what is not included in the rent. Is hot water included? Electricity? Heat? Parking? Ask the landlord. Finally, make sure to ask your landlord what day your garbage will be picked up and where to put it.



WHAT YOU SHOULD LOOK FOR DURING YOUR SEARCH

When looking at any apartment you will want to make sure that:

- the fridge and stove are working properly; try them out
- there are working smoke detectors
- there are fire escapes that are safe to use
- there is enough storage space in the cupboards and/or closets
- the heating system works; check it out
- there are enough electrical outlets in the rooms; bring a hairdryer and try them out
- the taps work and will not drip; try them
- there is sufficient water pressure and hot water supply; turn on the taps
- the locks are secure and the doorbell works
- the windows lock, have screens and open easily
- the bedroom has a window that opens



Landlords: It is your responsibility to make sure that these things are working properly in the apartments that you rent.

Bright Idea: If you have a pet or want to get one, ask the landlord if pets are allowed.



BEFORE RENTING THE APARTMENT FIND OUT

- Who pays for the heat and lights?
- Who controls the heat? Is there a thermostat in the apartment? Make sure it works!
- Is a security deposit required?
- Who takes care of maintenance (such as who cuts the lawn, shovels snow, etc.)?
- Is there a live-in caretaker?

Bright Idea: When moving into an apartment, it is a good idea to put all the important papers into an envelope and store it safely. Such papers could include your lease, rent receipts, insurance policy, inspection form, security deposit receipt, cancelled cheques, electricity and phone bills.



Remember: Once you have decided to rent the apartment, you may be required to pay a deposit towards the first month's rent.



T H E B I G M O V E

Before moving into your apartment several utilities and services should be informed.

You should contact the electric company, phone company, cable service and

Canada Post to make sure your services will be ready when you move in.



FYI: The number for Saint John Energy is 658-5252.

Bright Idea: If you don't have a car, ask the landlord if the apartment is close to a bus route and/or grocery store.



Q U E S T I O N S & A N S W E R S

There are many questions about living in an apartment. Below is a list of answers to some questions that you might have thought about - and maybe even answers to some you haven't.

TENANT QUESTIONS

1. How do I pay the rent?

If you decide to rent an apartment, work out an arrangement with the landlord on when and how the rent should be paid.

Make sure you get a receipt for each month's rent as well as a separate receipt for your security deposit.

If your landlord cannot give you a receipt, pay your rent by cheque so that your cancelled cheque becomes a receipt. For more information on how this works ask your bank.



Remember: Don't forget to get your rent receipt every month and file it with your important papers.

Note: *The following questions do not apply to rooming and boarding houses or co-operative housing, Family & Community Services - Housing Division, or Saint John Non-profit Housing.*

2. What is a security deposit (damage deposit)? How much should it be? Am I required to pay one?

Your landlord may require you to pay a security deposit when you move in.

The security deposit is a guarantee against non payment of rent and/or causing damage to the apartment and/or if the apartment requires cleaning.

Bright Idea: Overlapping security deposits - If you are leaving one apartment and going to another then it is possible to transfer your previous deposit to the new address. You simply apply to the Rentalsman to have the previous security deposit applied to the new apartment. If the new apartment requires a higher deposit then you will have to pay the difference.



It is paid to the landlord or directly to the Rentalsman by the tenant. If you pay your security deposit to your landlord, get a receipt; the landlord must then take it to the Rentalsman within seven days. When the Rentalsman has received your security deposit, you will get a receipt in the mail. If you have not received a receipt within a month, call the Rentalsman and make sure it has been received from the landlord.

If you pay your deposit to the Rentalsman, then you must pay with cash, money order, or by certified cheque. Certified cheques and money orders must be made out to the Minister of Finance. The landlord cannot ask for more than one month's rent as a security deposit.



FYI: Rentalsmen are appointed by the government. They are responsible for receiving complaints from landlords or tenants. They may conduct an investigation. Rentalsmen will try to settle disputes between landlords and tenants. The Rentalsman in Saint John can be reached at **658-2512**.

3. When I'm ready to move out, how do I get my security deposit back?

You can apply to the Rentalsman to get your security deposit back at any time at the end of your tenancy when you know your forwarding address. However, you cannot get it back until seven days after the end of your tenancy unless you have a written form from the landlord releasing it to you. During these seven days the landlord can ask the Rentalsman for all or a portion of the deposit. This could happen if there was any damage to the apartment, if it required cleaning or if you still owed rent. It is a good idea to inspect the apartment with the landlord when the tenancy ends. This is a good way to reach agreement about any claim - including cleaning - that the landlord may have against the deposit. If there is a dispute over the security deposit, the Rentalsman will investigate and decide how to divide the money.

In order to have your deposit returned, you must apply in writing to the Rentalsman. Your letter should ask for your deposit to be refunded, include a forwarding address, and a signature. Remember, you can apply to have the deposit transferred to a new landlord.

4. What is a Lease? What if I don't sign one?

A lease is a written agreement between a tenant and a landlord. It describes what is expected of the landlord and tenant. Even if you do not sign a lease, a landlord and tenant relationship still exists and all the rules will apply as if a month-to-month lease had been signed.

5. What should I do if there is already damage done to the apartment when I move in?

To avoid being held responsible for damage to your apartment before moving in, make sure that you fill out an inspection form. This form should list any damage already done and should be signed by you and the landlord. These forms are available from the Rentalsman. If, for some reason, you can't get a form, simply describe the condition of the apartment on a piece of paper and have the landlord sign it. Remember to request, in writing, that the landlord fix any damage in the apartment. Keep a copy of your request.

Note: *Never underestimate the importance of having any agreement with the landlord, no matter how small, in writing.*

6. What are the responsibilities of my Landlord?

The first thing that your landlord must do is make sure that your apartment is in good condition. "Good condition" means that your apartment must be clean and free from bugs, rodents, and other pests. It also means that any appliances and/or furniture provided by the landlord must be in working order.

The landlord must keep all common areas such as hallways, entrances, laundry rooms and stairs clean, well-lit and safe.



Remember: Keep in mind that you are responsible for any damage done by yourself, your family, your friends, or anyone you let into your apartment.

7. Is my landlord responsible for providing trash cans or garbage bins?

The landlord must provide outside garbage cans for the tenants.

Bright Idea: Report problems as soon as possible. The landlord needs to know if something is broken to avoid the problem from getting worse.



8. Is my landlord allowed to enter my apartment at any time?

As a tenant, you have the right to privacy. The landlord cannot come into your apartment except for one of the following reasons:

- In the case of an emergency or if you have abandoned the apartment, the landlord can enter your apartment at any time without notice.
- If the landlord wants to do normal repairs or redecorating, he/she may enter the apartment after giving you a minimum of seven days written notice.
- For an inspection or to show the premises, the landlord must give 24 hours notice, preferably in writing.
- If you have given notice to leave or have been given notice to leave, the landlord can enter your apartment - maybe to show it to new tenants -

without giving the 24 hours notice only if you have a lease that waives the 24 hour notice.

- The landlord can enter your apartment at any time if you agree.



FYI: If the landlord wishes to enter your apartment, he/she must do so between 8 a.m. and 8 p.m. on a day other than Sunday or a holiday.

9. Can the landlord increase my rent?

The landlord can increase rent if the tenant gets advance written notice of rent increase. If you pay rent every week, two weeks or month, then the landlord must give you two months notice. For example if the landlord wants to increase the rent August 1st, the tenant must be advised of this June 1st so that you can make arrangements to leave if the rent is too high. If you do wish to leave, you must give the landlord appropriate written notice.

Different rules apply for fixed term leases, year to year leases, long term leases and mobile home sites. If the landlord has not given you enough notice, or if you are unsure of the proper notice period, call the Rentalsman.



FYI: In Saint John, the City's Building Inspector enforces the Minimum Property Standards By-Law.

He/she checks to make sure that all buildings meet these minimum standards. The Building Inspector can be reached at **658-2911**.



FYI: If a tenant has rented an apartment for 5 years or more, the landlord cannot end the tenancy unless the tenant breaks a condition of the lease or the landlord needs the apartment for a close family member or plans to make major changes to it. A tenant who has rented the same apartment for at least 5 years may end the tenancy by giving one month's notice. However, if the landlord wants to end the tenancy, the landlord must give 3 months notice and state one of the required reasons.

10. How do I end the lease when I decide to move out?

There are several ways that a lease can end. A lease for a fixed term ends automatically at the end of the term. The landlord or tenant can also end the lease by giving a written Notice of Termination.

In a year-to-year lease, notice must be given at least three months before the anniversary date of the lease.

If the tenancy is month-to-month, then one month's notice is required. The Notice of Termination must be received a full period before the date that you wish to move out. For example, if your rent is due December 1st and you want to end the lease on December 31st, you would have to give your notice to leave by December 1st. You cannot give your month's notice on November 15 and hope to leave by December 15. In this case you would have to pay rent for the remainder of December. If the tenant mails the notice, then the tenant must allow 3 days for it to arrive to the landlord.

11. What can the landlord do if I do not pay my rent?

Always make sure you pay the rent on time. If you do not pay the rent when it is due, the landlord can give the tenant a Notice to Vacate, giving the tenant 20 days to leave. If the landlord waits 10 days before acting on the non payment of rent (maybe hoping that the tenant will pay), then the landlord may serve a Notice to Vacate giving the tenant 10 days to leave. After serving the tenant with the Notice to Vacate, the landlord must give a second copy to the Rentalsman within seven days. The tenant has seven days to pay all the rent after receiving the notice. If the tenant pays within the seven days then the notice does not take effect.

Keep in mind that the landlord does not have to give the tenant any second chances. If the rent is late again, the landlord may give the tenant a Final Notice to Vacate giving the tenant 20 days to leave. The tenant will then have to leave by the date written on the notice. The tenant is still responsible for that month's rent.



Remember: The landlord cannot take property from you because you did not pay the rent.

12. Are there other reasons for which I might be evicted?

The landlord can end the tenancy if the tenant breaks a condition of the lease, other than non-payment of rent, by serving him/her with a written Notice of Complaint. After receiving this notice, the tenant has seven days to correct the problem.

For example: *Jason has a dog and his lease specifically says that he is not allowed to have pets. When his landlord finds out about the dog, his landlord will give Jason seven days to get rid of it. If Jason does not get rid of the dog, the landlord will send a copy of the complaint letter to the Rentalsman. The Rentalsman will then conduct an investigation to see if Jason really does have a dog in his apartment. If it is obvious to the Rentalsman that Jason still has a dog and does not get rid of it on the Rentalsman's order, then the landlord can ask the Rentalsman to serve Jason with a written Notice to Quit. Jason will then have to leave the apartment.*

In an emergency, the landlord can contact the Rentalsman directly without the usual notices and waiting periods. The Rentalsman may then investigate immediately.

13. What can the tenant do if the landlord does not meet a condition of the lease?

If the landlord is not living up to his/her responsibilities described in the lease, the tenant may serve a written Notice of Complaint to the landlord.

For example: *Jason's faucet has been leaking for some time and his landlord has not fixed it. Jason should write a letter to the landlord explaining the problem. If the landlord does not fix it within seven days of receiving the notice, then the tenant could submit a copy of the letter to the Rentalsman. The Rentalsman would then direct the landlord to make the repairs. If the landlord still refuses to make the repairs then the Rentalsman can take Jason's rent directly and, if it covers the repair cost, use it to fix the sink.*

For problems with essential services like water, power, heat, fridge or stove, the tenant does not have to wait for seven days but may ask the landlord to fix the problem immediately.

In an emergency, the tenant can contact the Rentalsman directly without the usual notices and waiting periods. The Rentalsman may then investigate immediately.

14. I submitted a Notice of Complaint to my landlord and he/she reacted by handing me my Notice of Termination. What can I do?

If you received a Notice of Termination or rent increase after sending a complaint notice to your landlord, you should call the Rentalsman for assistance. Your landlord cannot do this. To object to the Notice of Termination or the increase in rent, the tenant must contact the Rentalsman within 15 days of either event. The landlord must then prove to the Rentalsman that the eviction or rent increase is not because of your complaint.

15. What can I do if I need to get out of the lease early?

The tenant should begin by asking the landlord for permission to get out of the lease. If the landlord agrees to this then the agreement should be made in writing. The permission may involve the tenant making a payment to the landlord. If the landlord does not agree, the tenant may be able to sublet or to assign the lease to someone else.

A sublet is referred to in the lease as a partial assignment. This means that the tenant rents the apartment to somebody for part of the lease. When the sublet ends the tenant may move back.

If the "subletter" has caused damage or owes rent, then the amount owed could be deducted from the tenant's security deposit. The landlord must send the tenant a copy of any notice served on the "subletter".

If the tenant does not wish to move back into the apartment, the tenancy could be assigned to someone else. This person would become the new tenant and the original tenant would no longer be responsible for the rented apartment.

16. Can the landlord refuse to let the tenant sublet?

This depends on what the lease says. The lease might say the tenant cannot sublet or that the tenant must get permission from the landlord. If the lease requires the consent of the landlord and the tenant asks for permission, the landlord must respond within seven days.

If there is no reply, the tenant can assume that the landlord consents. The landlord cannot refuse without a good reason. If there is no lease, the landlord cannot stop a tenant from subletting.

17. Does the tenant have to pay the landlord a fee for subletting?

The landlord may charge a fee to cover expenses but no more than \$20.00.

18. Should I take out an insurance policy on my apartment? If so, how would I do this?

Having an insurance policy is a good idea in case something happens, such as a bathtub overflowing or fire. This policy can cover your belongings that are in the apartment. This type of insurance is cheap (often only \$10.00 a month) and available from most insurance companies. See the yellow pages of the phone book for an insurance company that can give you more information.

19. Am I allowed to redecorate my apartment?

Some leases allow you to redecorate and some do not. You should ask your landlord for permission. Get approval in writing for the type and colour of paint and wallpaper. Have it dated and signed and keep a copy with your important papers. This will keep the landlord from asking the Rentalsman for some or all of your security deposit when you move out.

20. Who do I call to get my power hooked up?

In order to get your power hooked up you will want to call Saint John Energy at **658-5252**. If you do not live in Saint John, you should contact NB Power at **1-800-663-6272**.

21. What can I do about noisy neighbours?

Contact your landlord and make a complaint if it happens often. If it happens in the middle of the night and your landlord won't do anything about it, call the police. The number is **648-3333** (Saint John); **757-1020** (Grand Bay-Westfield); **847-6300** (Rothesay).

22. How do I keep bugs and rodents out of my apartment?

The first step is to keep your apartment clean. Keep garbage cans clean and make sure that your garbage is out on pick-up day. Do not leave windows and doors open for long periods of time and do not remove the screens on them. Keep cupboards and drawers in the kitchen clean. Remove any old food and make sure food containers are shut to keep bugs out. Also, don't forget to clean your floors so there is nothing for bugs or rodents to eat. Contact the landlord as soon as you have a problem.



Remember: Thermostats should never be turned off completely. If you shut one off

completely, the others will have to stay on longer to heat the apartment. This will end up costing you more.

23. My heating bills are quite high. How can I reduce them?

Take advantage of the heat from the sun. Keep your curtains open during the day and shut them at night to lock in the heat.

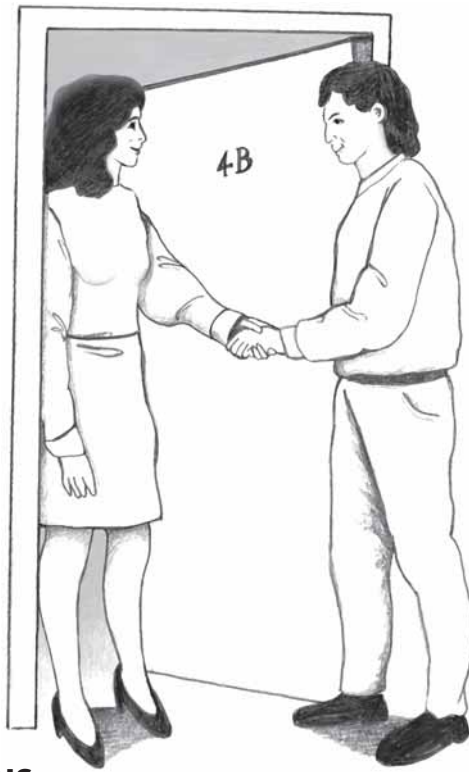
Turn down the heat through the night and reduce heat in rooms that you aren't using.

Avoid a build-up of moisture because moist air will cost more to heat. Use fans or open a window when cooking or boiling food and when you take showers or baths. This is very important in the winter when moist air can build up.

Keep your thermostat at 20 degrees Celsius throughout the winter. If you feel cool, don't put the thermostat up, put on more clothes. If you feel hot, turn down the heat. At night you can save by turning the temperature down to about 17 degrees Celsius. If you don't use a room at all, turn the thermostat down to 10 degrees Celsius and shut the door.

24. How do I prevent mold/mildew?

Molds need moisture to grow. You can prevent molds by keeping things dry. Fix any water leaks promptly, remove moisture by using exhaust fans, open drapes and curtains during the day, and wipe up snow tracked in during the winter before it melts and evaporates into the air.



LANDLORD QUESTIONS

1. What are the responsibilities of my Tenant?

The tenant must keep the rented apartment clean and cannot cause any damage or disturbance.

2. Can a tenant move out at any time without providing me with notice?

The lease is a contract between the tenant and landlord. If the tenant leaves without giving proper notice, the tenant may be accountable for the rent. That said, the landlord must still make a reasonable effort to find another tenant for the remainder of the term. If he/she is unable to do so, then the tenant is legally responsible for the rent.

3. What if I decide to sell my property and a new landlord takes over for me?

You must inform the tenants and the Rentalsman when you sell the property if the Rentalsman is currently holding security deposits for the building.

4. If my tenant leaves without giving me notice, do I get the belongings that are left behind?

You must inform the Rentalsman if a tenant has left any items in the apartment after leaving. If the tenant does not contact either the Rentalsman or the landlord to get them within the time limit allowed, then the Rentalsman can assess the value of the belongings and may release them to the landlord to cover any monies owing the landlord.

T E L E P H O N E N U M B E R S

Building Inspector **658-2911**
City of Saint John

Community Access Centres:

Community Health Centre
Computer Access Centre **632-5545**
116 Coburg Street

Islandview School Community
Computer Centre **674-2095**
496 Ridge Row

North End Computer
Access Centre **693-7967**
226 Churchill Blvd

Parkway Mall Community
Access Centre **696-5479**
212 McAllister Drive

For the location of an access
near you, call INFO-line at ... **633-4636**

Family and Community Services -
Housing Division **658-4640**
25 Beaverbrook Avenue

Homeless Women's Shelter .. **672-5177**

INFO-line (Information on
community services) . . **633-4636 (INFO)**
47 Charlotte Street, 3rd Floor, City Market

*Information on community services
can also be found online at
www.humandevdevelopmentcouncil.nb.ca
Follow the link to Community Information.*

NB Power **1-800-663-6272**

Police (non emergency)

Saint John **648-3333**

Grand Bay-Westfield **757-1020**

Rothesay **847-6300**

Rentalsman **658-2512**
110 Charlotte Street, 2nd Floor

Saint John Energy **658-5252**
239 Charlotte Street

Salvation Army **634-7021**
36 St. James Street

Do you have questions?
We have answers – INFO-line
Call us : 633-INFO (4636)
Information on Community Services



Human Development Council



A United Way Agency



**For additional copies please contact the Human
Development Council at (506) 634-1673.**