

FORM 6
STANDARD FORM OF LEASE
(The Residential Tenancies Act,
**Acts of New Brunswick, 1975, c.R-10.2, s.9)
IMPORTANT INFORMATION**

The Landlord and Tenant may consult with a rentalsman on questions concerning this Standard Form of Lease and their rights and obligations.

Each landlord of residential premises must provide two duplicate originals of this Standard Form of Lease for the Landlord and the Tenant to sign.

No part of this Standard Form of Lease is to be altered or deleted, but an addition may be included, where both Landlord and Tenant agree, in the blank space provided in section 10.

PARTIES 1 **THIS LEASE IS MADE IN DUPLICATE BETWEEN**

_____ (the "Landlord")
Name(s)

_____ Postal code(s)
Address(es)

_____ Telephone number(s)

— AND —

_____ (the "Tenant")
Name(s)

PREMISES 2 **THE LANDLORD AGREES TO LEASE TO THE TENANT AND THE TENANT AGREES TO LEASE FROM THE LANDLORD THE FOLLOWING PREMISES:**

_____ Apt. number
Street name and number

_____ Postal code
City or town

Superintendent or Property Manager (if applicable) _____
Name

_____ Postal code
Address

_____ Telephone number(s)

TERM AND TERMINATION 3 **SELECT (a) OR (b) — NOT BOTH**

(a) THE LANDLORD AND THE TENANT AGREE THAT THE TENANCY IS TO BEGIN ON _____ AND IS TO TERMINATE ON _____. No notice of termination is necessary because the date of termination is fixed;

— OR —

(b) THE LANDLORD AND THE TENANT AGREE THAT THE TENANCY IS TO BE A PERIODIC TENANCY AND IS TO BEGIN ON _____ and is to run (select one)

(i) from week to week and a written notice of termination is to be served at least one week before the expiration of any such week to be effective on the last day of the week;

— OR —

(ii) from month to month and a written notice of termination is to be served at least one month before the expiration of any such month to be effective on the last day of that month;

— OR —

(iii) from year to year and a written notice of termination is to be served at least three months before the expiration of any such year to be effective on the last day of that year.

RENT

4(1) SUBJECT TO ANY LAW OF THE PROVINCE, THE TENANT AGREES TO PAY RENT AS FOLLOWS:

_____ per _____
 Amount(s) Week or Month

to be paid to: _____
Name

_____ Postal code
 Address

Particulars of any increase: _____

NOTE:

If a fixed term tenancy has been selected under paragraph 3(a), the Landlord may increase the rent only if the amount and time are set out above, or if the box beside subparagraph 4(4)(c)(ii) is checked.

4(2) THE LANDLORD AND THE TENANT AGREE THAT THE FIRST PAYMENT OF RENT IS DUE on the _____ day of _____, 19____, and thereafter payments are to be made on the _____ day of each _____ (week or month).

NOTES:

Where the Tenant has not been given a duplicate original of this lease, the Tenant may pay any rent owing to a rentalsman rather than to the Landlord.

Under subsection 6(5) of *The Residential Tenancies Act*, a rentalsman may require the Tenant to pay the rent to the rentalsman rather than to the Landlord.

4(3) THE LANDLORD AND THE TENANT AGREE THAT THE RENT MENTIONED ABOVE INCLUDES PROVISION OF AND PAYMENT FOR THE FOLLOWING SERVICES AND FACILITIES:

- | | |
|---|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Washer & Dryer |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Washer & Dryer (coin) |
| <input type="checkbox"/> Water | <input type="checkbox"/> Cable T.V. (Hook-up) |
| <input type="checkbox"/> Sewage | <input type="checkbox"/> Cable T.V. (Service) |
| <input type="checkbox"/> Hot Water | <input type="checkbox"/> Snow Removal |
| <input type="checkbox"/> Stove | <input type="checkbox"/> Parking for _____ vehicles |
| <input type="checkbox"/> Fridge | <input type="checkbox"/> Furniture (Specify) |
| <input type="checkbox"/> Janitorial | |
| <input type="checkbox"/> Other (<i>specify</i>) _____ | |

and that the following services are the responsibility of the Tenant: (*select one*)

- None, or
- (*specify*) _____
- _____
- _____

INCREASE IN RENT

4(4) SUBJECT TO ANY LAW OF THE PROVINCE:

(a) in the case of a week to week or month to month tenancy selected under subparagraph 3(b)(i) or (ii), at least two months written notice must be given by the Landlord to the Tenant in order to increase the rent;

(b) in the case of a year to year tenancy selected under subparagraph 3(b)(iii), at least three months written notice must be given by the Landlord to the Tenant in order to increase the rent;

OPTIONAL

(c) in the case of a fixed term tenancy selected under paragraph 3(a), the Landlord may increase the rent only if

(i) the amount and the time of the increase are specified in subsection 4(1),

— OR —

(ii) the box beside this provision is checked and the Landlord gives the Tenant at least three months written notice of the increase.

ELECTION TO TERMINATE

4(5) THE TENANT HAS THE RIGHT TO TREAT THE NOTICE GIVEN UNDER SUBSECTION 4(4) AS A NOTICE OF TERMINATION OF THE TENANCY AND WHERE THE TENANT DOES SO, THE TENANT SHALL GIVE NOTICE TO THE LANDLORD

(a) in the case of a week to week tenancy selected under subparagraph 3(b)(i), at least one week, or

(b) in the case of a month to month or year to year tenancy selected under subparagraph 3(b)(ii) or (iii) or where the notice of increase is given in accordance with subparagraph 4(4)(c)(ii), at least one month,

before the day immediately preceding the day on which the increase in rent is to take effect.

SECURITY DEPOSIT

5 THE LANDLORD AND THE TENANT AGREE THAT (CHECK THE APPROPRIATE BOX.)

- (a) a security deposit is not required;
- OR —
- (b) a security deposit is required in the amount of _____

INSTRUCTIONS:

A security deposit is not to exceed the rent payable for one week's occupation of the premises, in the case of a week to week tenancy or one month's occupation of the premises, in the case of a tenancy other than a week to week tenancy.

A security deposit is to be delivered to a rentalsman by the Landlord or the Tenant.

NOTES:

A Tenant who has already paid a security deposit to a rentalsman in respect of other premises may apply to the rentalsman to have the amount on deposit applied in respect of a security deposit required under this lease.

All or a portion of the security deposit may be used by a rentalsman after the termination of the tenancy to discharge any obligation not met by the Tenant respecting the payment of rent or the cleanliness or repair of the premises or any chattels provided in the premises by the Landlord.

When the tenancy has terminated, the Tenant may in writing request the rentalsman to return the security deposit.

LANDLORD'S OBLIGATIONS

6 THE LANDLORD AGREES TO

- (a) deliver the premises to the Tenant in a good state of repair and fit for habitation;
- (b) maintain the premises in a good state of repair and fit for habitation;
- (c) deliver to the Tenant and maintain in a good state of repair any chattels provided by the Landlord;
- (d) comply with all health, safety, housing and building standards and any other legal requirement respecting the premises; and
- (e) keep all common areas in a clean and safe condition.

NOTE:

Failure of the Landlord to comply with the Landlord's obligations may entitle the Tenant to have the obligations performed by a rentalsman at the Landlord's expense.

TENANT'S OBLIGATIONS

7 THE TENANT AGREES TO

- (a) be responsible for ordinary cleanliness of the premises and any chattels provided by the Landlord;
- (b) repair within a reasonable time after its occurrence any damage to the premises or to any chattels provided by the Landlord caused by the wilful or negligent conduct of persons who are permitted on the premises by the Tenant; and
- (c) conduct himself or herself and require other persons on the premises with the Tenant's consent to conduct themselves in a manner that will not cause a disturbance or nuisance.

NOTE:

Failure of the Tenant to comply with the Tenant's obligations under *The Residential Tenancies Act* or the terms of this lease may render the Tenant liable to compensate the Landlord and may result in the tenancy being terminated by a rentalsman.

ASSIGNMENT

8 THE LANDLORD AND THE TENANT AGREE THAT (Check the appropriate box. If no box is checked, the tenant may, subject to Section 13 of *The Residential Tenancies Act*, assign all his rights under this lease.)

- (a) THE TENANT MAY ASSIGN ALL OF THE TENANT'S RIGHTS UNDER THIS LEASE FOR THE REMAINING TERM OF THE LEASE;

NOTE:

Where the Tenant assigns all of the Tenant's rights under this lease as provided for under paragraph 8(a), the Tenant is no longer liable for the obligations or entitled to the benefits of this lease, and in such a case the new Tenant assumes all of the obligations and is entitled to the benefits under this lease as if a party to the lease.

— OR —

- (b) THE TENANT MAY ASSIGN ALL OF THE TENANT'S RIGHTS UNDER THIS LEASE FOR FOR A *PORTION* OF THE REMAINING TERM OF THE LEASE;

NOTES:

Where the Tenant assigns a portion of the remaining term of the lease as provided for under paragraph 8(b), the Landlord must serve any notice regarding the new Tenant's breach of obligations on the new Tenant and send a copy to the original Tenant in accordance with subsection 13(2.1) of *The Residential Tenancies Act*.

Where the Tenant assigns a portion of the remaining term of the lease as provided for under paragraph 8(b), the Landlord must serve notice of any increase in rent on the original Tenant and send a copy to the new Tenant. The original Tenant retains the right to elect to terminate the tenancy under section 11.1 of *The Residential Tenancies Act*.

— OR —

(c) THE TENANT MAY NOT ASSIGN ANY RIGHT OR RIGHTS UNDER THIS LEASE;

— OR —

(d) THE TENANT MAY ASSIGN THE TENANT'S RIGHTS UNDER THIS LEASE ONLY IF CONSENT OF THE LANDLORD IS OBTAINED.

NOTES:

A Tenant shall request consent to assign by giving a Request For Consent To Assign to the Landlord, and a Landlord who does not reply within seven days after service of the request shall be deemed to have given consent. (The request form is available at the Office of the Rentalsman.)

Where the Tenant seeks to assign the Tenant's rights under the lease and the box beside paragraph 8(d) has been checked (consent then being required), the Landlord may

(i) consent, and charge the Tenant a maximum of twenty dollars;

— OR —

(ii) withhold consent, so long as consent is not withheld arbitrarily or unreasonably;

— OR —

(iii) unless the assignment is for mortgage purposes or for a portion only of the remaining term of the lease, serve on the Tenant within seven days of service of the Tenant's Request For Consent To Assign, a Notice to Quit, terminating the lease effective on the same day on which the requested assignment was to be effective.

PERMITTED
USES

9 THE LANDLORD AND THE TENANT AGREE THAT THE PREMISES WILL BE USED ONLY FOR RESIDENTIAL PURPOSES.

NOTE:

A Landlord who wishes to restrict the number of persons occupying the premises, restrict the practice of taking in boarders or lodgers or restrict further the use of the premises may provide accordingly under section 10.

MAILING ADDRESSES OF RENTALSMAN'S OFFICES

P.O. BOX 5001 BATHURST E2A 3Z9
P.O. BOX 5001 EDMUNDSTON E3V 3L3
P.O. BOX 5001 MONCTON E1C 8R3

P.O. BOX 5001 CAMPBELLTON E3N 3H5
P.O. BOX 6000 FREDERICTON E3B 5H1
ONE MARKET SQUARE, LEVEL III, SAINT JOHN E2L 4Z6

OPTIONAL
PROVISION

NOTES:

No addition may alter any right or duty provided for under *The Residential Tenancies Act* or in this lease.

Additions must appear on both duplicate originals of this lease.

If there is not enough space provided here, duplicate originals on a separate sheet shall be attached. Both duplicate originals of the attached sheet must be signed by the Landlord and the Tenant to be valid.

NOTICES

11 NOTICES, PROCESSES AND DOCUMENTS SHALL BE GIVEN IN ACCORDANCE WITH SECTION 25 OF *THE RESIDENTIAL TENANCIES ACT*, WHICH PROVIDES AS FOLLOWS:

25(1) Subject to subsection (1.1), (1.2) or (3), any notice, process or document to be served by or on a landlord or a tenant is sufficiently served if

- (a) delivered personally; or
- (b) sent by ordinary mail
 - (i) to the landlord at the address given in the lease or to the address posted under the provisions of subsection (4),
 - (ii) to the tenant to the address of the premises, or
 - (iii) to a rentalsman to the address of his office.

25(1.1) Where there is an assignment by a tenant of a portion of the remaining term of the lease, for the purposes of subsection 13(2.2), any notice shall be sufficiently served to the assignor during the period of assignment if sent by ordinary mail to

- (a) the address provided by the assignor to the landlord for the period of the assignment, or
- (b) the address of the premises if the assignor has not provided the landlord with an address for the period of the assignment.

25(1.2) Any notice, process or document shall be sufficiently served

- (a) on a landlord who has given a fax number in the lease or has posted or filed a fax number as part of an address for service for the purposes of subsection (4), if a facsimile of the notice, process or document is transmitted to the landlord at that fax number, or
- (b) on a rentalsman, if a facsimile of the notice, process or document is transmitted to the rentalsman at the fax number at his or her office.

25(2) Where any notice, process or document is sent by mail, it is deemed to have been served on the third day after the date of mailing.

25(3) Where a notice cannot be delivered personally to a tenant by reason of his absence from the premises or by reason of his evading service, the notice may be served on the tenant

- (a) by delivering it personally to any adult person who apparently resides with the tenant;
- (b) by posting it in a conspicuous place upon some part of the premises or a door leading thereto;
- (c) by sending it by ordinary mail to the tenant at the address where he resides;
- (d) by placing the notice under the door of the premises; or
- (e) by placing the notice in the mailbox for the premises.

25(4) Where demised premises are located in a building containing more than two premises and the landlord does not reside in the building, the landlord shall post conspicuously and maintain so posted within the building or shall file with the rentalsman the legal name of the landlord or his agent and an address for service and any notice is sufficiently served if delivered or mailed to the address so posted or filed and any proceeding taken by or on behalf of a tenant may be commenced against the landlord in the name so posted or filed.

25(5) A landlord may post or file a fax number as part of an address for service for the purposes of subsection (4).

BINDING
EFFECT

12 THIS LEASE IS BINDING ON AND IS FOR THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE LANDLORD AND THE TENANT.

The Landlord and the Tenant sign this Lease this _____ day of _____
(month, year)

DO NOT USE CARBON
FOR SIGNATURES.

Signature of Landlord(s)

SIGN BOTH COPIES
SEPARATELY.

Signature of Tenant(s)

THE FOLLOWING FORM IS TO BE USED WHEN A SECURITY DEPOSIT IS REQUIRED UNDER SECTION 5 OF THE LEASE:

SECURITY DEPOSIT VERIFICATION

OFFICE OF THE RENTALS MAN

PROVINCE OF NEW BRUNSWICK

NOTE: PLEASE PRINT

Name(s) of Landlord

Name(s) of Tenant

Mailing address(es) of Landlord

Address of premises

\$ _____ \$ _____ / per _____
Security deposit required Rent

Date of lease

Signature of Landlord(s)

Date of Collection of
Security Deposit

INSTRUCTIONS TO TENANT

1. MAKE CERTIFIED CHEQUE OR MONEY ORDER PAYABLE TO MINISTER OF FINANCE.
2. DO NOT SEND CASH IN MAIL.
3. MAIL OR TAKE PAYMENT TO OFFICE OF RENTALS MAN.

87-165; 88-197; 99-47