

# Tenants' Rights

## IN NEW BRUNSWICK



Public Legal Education  
and Information Service  
of New Brunswick

Public Legal Education and Information Service of New Brunswick (PLEIS NB) is a registered charity whose goal is to provide New Brunswickers with information on the law.

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This publication does not contain a complete statement of the law in the area of tenancy law, and laws change from time to time.

This publication does not offer legal advice; it is for general information only. PLEIS NB and its contributors are not responsible for errors and misunderstandings. If you need advice on your specific legal position, please consult a lawyer.

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# Renting in New Brunswick and the *Residential Tenancies Act*

The *Residential Tenancies Act* (the Act) sets out the rules for most **tenancy agreements** between **landlords** and **tenants** in New Brunswick. It includes rules about rent increases, evictions, and your rights and responsibilities as a tenant.

If any part of your lease conflicts with the rules set out in the Act, the Act wins.

The **Tenant and Landlord Relations Office (TLRO)** is the government office that manages the relationships between landlords and tenants by applying the rules of the Act. The TLRO:

- Publishes important **forms** and information about the Act,
- Holds and manages **security deposits**, and
- Tries to resolve **disputes** between landlords and tenants.

If you have questions about the Act or tenancy law in general, you can call PLEIS NB's Legal Information Line at (506) 453-5369 or email [info@legalinfonb.ca](mailto:info@legalinfonb.ca) for more information.



## The Residential Tenancies Act

The Act applies to most rental housing in New Brunswick, but not all rental housing. If you have a question about renting, your first step is to find out if the rules of the Act apply to you.

### Exceptions to the Residential Tenancies Act

The Act **does not apply** to you if you live in:

- Public housing, which is housing that is owned and operated by the provincial or federal government (see “NB Housing and the *Residential Tenancies Act*” below for more info),
- A home where you share a bathroom or kitchen with your landlord,
- A university residence,
- A nursing home or hospital,
- A seasonal vacation home or tourist establishment where you stay for less than 90 days,
- A community placement,
- A child and youth care home,
- A correctional facility,
- A rehabilitative, therapeutic, or psychiatric facility,
- A religious institution,
- An emergency shelter, or
- A youth hostel.

The Act also does not apply in some situations where your housing is connected to your employment:

- If your tenancy agreement requires you to be employed by a business in the building where you live, then the Act does not apply to you.
- If where you live is used for business or agricultural purposes with living accommodation attached under a single tenancy agreement, then the Act does not apply to you. For example, agricultural housing for temporary foreign workers that is attached to their workplace.

### When the Act Applies

The Act applies to all other residential tenancy agreements where a tenant pays rent to a landlord to live in a **rental unit**. This includes:

- A house,
- An apartment or flat,
- A room in a boarding or lodging house,
- A mobile home, or
- A mobile home site.

The Act also applies to you if your rent is subsidized by the government, so long as you do not live in a home owned and operated by the Federal or [Provincial Government](#).

### Housing NB and the *Residential Tenancies Act*

The *Residential Tenancies Act* **does not** apply to you if you live in a building **owned** by [Housing NB](#) or another part of the provincial or federal government. However, if you receive a rent subsidy from Housing NB but your landlord is someone else, then the *Residential Tenancies Act* **does** apply to you.

## Before You Rent

Before you rent, the Tenant and Landlord Relations Office (TLRO) [recommends](#) that you:

- [Inspect](#) the unit with your landlord,
- Consider getting [tenant insurance](#),
- Find out what utilities are included in your rent payment, and
- Read your lease carefully before you sign it.

When you inspect the unit, take photos of any damage and make note of anything that needs to be repaired. If your landlord agrees to fix something, write it down.

## Signing a Lease

Most landlords will ask you to sign a [lease](#). A lease is a legal contract between you and your landlord that describes your rights and responsibilities. Every lease in New Brunswick must follow the rules in the [Residential Tenancies Act](#) (the Act), even if they are not explicitly written into your lease.



When you sign a lease, you agree to everything written in it except any rules that conflict with the Act. Read it carefully.

The Government of New Brunswick has created a [Standard Form of Lease](#) for landlords and tenants to use if they wish. The attachment at the end of the lease also includes very helpful explanations of some of the most important rules in the Act.

Your lease should include:

- Your name, your roommates' names, and your landlord's name,
- The address of the rental unit,
- What type of lease it is,
- When the lease starts and ends, if it is a fixed-term lease,
- How much rent you will pay,
- When you will pay your rent,
- What services and utilities are included in your rent, and
- Any other rules that you and your landlord agree to follow.

While these terms are not mandatory to have in your lease, it is a good idea to have them written down in case you ever have a disagreement with your landlord.



You and your landlord **must sign two original copies** of the lease. You get one copy, and your landlord gets the other copy. If your landlord refuses to give you a copy, you can send them a formal [Notice of Complaint](#). If they do not send you the lease within **7 days**, you can [apply for assistance](#) through the Tenant and Landlord Relations Office (TLRO) Complaints Process.

If you have questions about your lease, you can contact the TLRO by email at [renting@gnb.ca](mailto:renting@gnb.ca) or call 1-888-762-8600.

## Types of Leases

### Periodic Leases

A periodic lease renews every week, month, or year until you or your landlord ends it. To end a lease, both **tenants** and **landlords** need to give notice. The amount of notice you need to give depends on the type of lease you have.

Type of Lease	When does it renew?	Notice to End Lease
<b>Week-to-week</b>	Weekly	At least 1 week
<b>Month-to-month</b>	Monthly	At least 1 month
<b>Year-to-year</b>	Yearly	At least 3 months before the end of the rental year

Be careful when you sign a **year-to-year lease**. Signing means agreeing to pay at least **12 months of rent**. You should also take note of when “3 months before the end of the rental year” is, so that you can give notice on time if you decide not to renew your lease for another year.

### Fixed-term leases

A **fixed-term lease** has a start date and an end date. Unlike a periodic lease, a fixed-term lease does not automatically renew after the end date. When you sign a fixed-term lease, you agree to pay rent **until the end date**. Even if you leave the rental unit before the end date, you usually still owe rent to your landlord for the full period.

However, your landlord has a duty to “mitigate damages” if you end your lease early. The TLRO has interpreted this to mean that your landlord must try to re-rent your unit to a new tenant as soon as possible. This can lessen the amount of rent you owe your landlord if you decide to end your lease early.

If the “end date” in your lease passes but you continue to pay rent and live in your unit, you **automatically create a new agreement**. The type of agreement is based on when you pay rent. For example, if you pay rent monthly, you now have a periodic month-to-month lease.



### No Written Lease

If you pay rent but do not have a written agreement, the law still protects you. The [\*Residential Tenancies Act\*](#) treats your agreement as if it was a [\*Standard Form of Lease\*](#). However, it is a good idea to have a written lease in case you have a disagreement with your landlord.

The amount of notice required to end your oral lease is determined by when you pay rent. For example, if you pay rent monthly, at least 1 months’ notice is required to end your lease.

### Long Term Lease

No matter what type of lease you started with, if you have lived in your rental unit for **5 years or more**, you have a **long term lease**. To end your lease, you must give your landlord at least 1 months’ notice. If your landlord wants to end your lease, they need a legal reason and they must give you at least 3 months’ notice.

## Terms of Leases

The **terms of your lease** are the rules that you and your landlord agree to in the lease agreement.

### Before Signing the Lease

You or your landlord can add terms to your lease as long as they do not conflict with your rights and responsibilities in the [\*Residential Tenancies Act\*](#) (the Act). For example:

- Your landlord can require you to bring your garbage to bins outside your building.
- Your landlord cannot require you to give two years' notice before you move out, because the Act says what your notice period will be.

Even if you have signed a lease, any rules in the lease that conflict with the Act will not be legally valid.

If you add more rules to your lease, they must appear on both copies of the lease to be valid. This includes rules about smoking, quiet hours, pets, or parking.



### Changing the Terms of the Lease after Signing

Once you and your landlord sign your lease, it becomes a legal contract. You both must follow the terms of the lease. The lease **cannot be changed** unless you both agree to the changes. Any changes must be signed on both copies of the lease. The changes must not take away or limit your rights under the [\*Residential Tenancies Act\*](#).

## Changes to a Long Term Lease

If you have lived in your rental unit for 5 years or more, your landlord **can** make a change to your lease without your consent. To change your lease:

- Your landlord must give you at least **3 months' written notice**, and
- The change must be reasonable, fair, and cannot conflict with your rights under the Act.

Your landlord **cannot** unilaterally change the amount of rent you pay. To raise your rent, they must follow the rent increase rules set out below in "Rent Increases."

If you want the TLRO to review a change to your long term lease, follow their Complaints Process. You must submit an [Application for Assistance](#) within **15 days** of getting notice of the change.

## Your Responsibilities as a Tenant

As a tenant under the [Residential Tenancies Act](#), you have a legal responsibility to:

- Pay your rent and the utilities that you agreed to pay in your lease,
- Make your payments on time,
- Follow the rules in your lease,
- Keep your unit reasonably clean,
- Repair any damage that you or your guests cause within a reasonable time,
- Be respectful of your neighbours, and
- Provide your landlord with enough notice when you end your lease. See "Types of leases" for more information.

If you do not follow these rules, your landlord may be able to end your lease early.

## Your Landlord's Responsibilities

Your landlord also has legal responsibilities under the [\*Residential Tenancies Act\*](#). Your landlord must:

- Give you a copy of your signed lease agreement,
- Give your security deposit to the Tenant and Landlord Relations Office (TLRO) within **15 days** of receiving it,
- Follow the rules in your lease,
- Provide a rental unit that is safe, clean, and fit to live in,
- Keep your unit in good repair throughout your tenancy,
- Repair or replace broken furnishings they provided with the unit within a reasonable time,
- Follow all health, safety, housing, and building laws,
- Address nuisance and disturbance issues,
- Keep shared areas clean and safe, and
- Give you notice when they want to enter your unit, increase your rent, or end your lease.

If your landlord breaks one of these rules, you can send them a [Notice of Complaint](#) and explain the issue. If they do not fix the issue within **7 days**, you can [apply for assistance](#) through the TLRO Complaints Process.

If the issue is something fixable, like a broken appliance or pests and mold, and your landlord cannot or will not fix it, the TLRO may fix it for them. If the TLRO fixes the issue, they may ask you to pay your next rent payment to them directly to pay for the cost of repair.

If your landlord still cannot or will not fix the issue and the TLRO cannot fix it for them, you can ask the TLRO to end your lease early.

## Paying Your Security Deposit

A **security deposit** is money, other than rent, that your landlord can ask you to pay before you move in. It is also sometimes called a damage deposit.

If you keep your unit in good condition, you **must** get your deposit back at the end of your tenancy. However, your landlord can keep some or all of your deposit if you:

- Cause damage to the property beyond normal wear and tear,
- Do not clean your unit after moving out,
- Do not give enough notice before ending your lease, or
- Do not pay rent, the utilities you agreed to pay in your lease, or late payment fees.

Your landlord **cannot** ask you for a security deposit that is more than **1 months' rent** for most tenancies. If you have a week-to-week tenancy, your security deposit cannot be more than **1 weeks' rent**.

## How to Pay Your Security Deposit

You can pay your security deposit in two ways:

- Directly to your landlord, or
- At any [Service New Brunswick Centre](#).

If you pay your security deposit at a Service New Brunswick Centre, it goes straight to the Tenant and Landlord Relations Office (TLRO). The TLRO will hold your deposit for safekeeping until the end of your tenancy.

If you pay your landlord directly, ask for a receipt. Your landlord must send your deposit to the TLRO **within 15 days**. If they do, you will receive a Certificate of Deposit and a tenancy number in the mail. Keep these documents somewhere safe.

## Your Landlord Does Not Send Your Deposit to the TLRO

If you do not get your Certificate of Deposit within four weeks, you can [contact the TLRO](#) to find out if they received your deposit. If not, you can ask your landlord directly to send your deposit to the TLRO.

If your landlord still does not send your deposit to the TLRO, you can give them a [Notice of Complaint](#) with instructions to do so within **7 days**. If they still do not send it, you can [apply for assistance](#) through the TLRO Complaints Process. Include your Notice of Complaint and any communications you had with your landlord about this issue.



The TLRO can order your landlord to send them your deposit **so long as you are still their tenant**. Once your lease ends, the TLRO will no longer be able to get your deposit back from your landlord. The only way to get it back will be to sue your landlord. This can be done in [Small Claims Court](#) for any amount up to \$20,000.

## No written lease

Even if you did not sign a written lease, the law still protects your security deposit. The same rules apply.

## Fees

The [\*Residential Tenancies Act\*](#) (the Act) limits the fees that a landlord can charge a tenant. Your landlord can only ask you to pay:

- Rent,
- A security deposit,
- A late payment fee, in some circumstances,
- A maximum of \$20 to assign your lease to a new tenant, and
- A “reasonable amount for any service to be provided in relation to the tenancy.”

Any other fees or charges by your landlord are not allowed under the Act.

If you have been charged an illegal fee, you can follow the TLRO Complaints Process and send your landlord a [Notice of Complaint](#). If they do not respond within **7 days**, you can [apply for assistance](#) from the TLRO.

## Late Payment Fees

Your landlord cannot charge a late payment fee just because you did not pay your rent on time. Your landlord can **only** charge a late payment fee if all four of these conditions are true:

- Your lease says that your landlord can charge a late payment fee,
- You pay your rent by cheque, money order, or other negotiable instrument,
- You failed to pay your rent on time, and
- As a result, your landlord was charged by their bank for having non-sufficient funds in their account.

You cannot be charged a late payment fee if you pay rent by e-transfer.

The late payment fee can **only** be the **exact amount** that the bank charged your landlord for having non-sufficient funds. Your landlord must also show proof of the charge through a bank statement or receipt.

### **A “reasonable amount for a service provided in relation to the tenancy”**

A “reasonable amount” and a “service provided in relation to the tenancy” are not defined in the Act. Only the TLRO can decide what is reasonable and what types of services fall under this section of the Act. However, an example could be if your landlord charged you a small fee to make a new key because you lost yours.

### **Pet Fees**

It is illegal for your landlord to charge a pet fee. If they do, you can follow the TLRO Complaints Process and send them a [Notice of Complaint](#) referring to s.8(4) of the Act. If they do not correct the issue within **7 days**, you can [apply for assistance](#) from the TLRO.

# Landlord Entry

During your tenancy, your landlord will need to enter your unit to do repairs, perform inspections, and show your unit to new tenants. Even if they own or manage your rental unit, they cannot simply enter whenever they want.

## Your Landlord Must Give Notice to Enter Your Rental Unit

Usually, your landlord **must** give you written notice before they enter your rental unit. Your landlord can **only** enter your rental unit **without** giving you notice if:

- You give them permission to enter,
- You have abandoned your rental unit,
- There is an emergency like a fire, flood, or issues with water, electricity, or heat,
- They enter within **2 working days of your request** for repairs,
- It is the last rental period of your lease, and your lease says they can show your unit to new tenants without notice, or
- You rent a room in a boarding or lodging house and your lease says that the landlord provides housekeeping services.

Otherwise, your landlord must give you written notice which includes:

- Your name,
- Your address, and
- Your landlord's name and the date.

The amount of notice they must give you depends on their reason for entry:

Reason for Entry	Notice Required
<b>Show your unit</b> to buyers or mortgage lenders.	at least 24 hours' written notice
<b>Inspect</b> your rental unit.	at least 24 hours' written notice
Repair something <b>you asked</b> to be repaired, but they did not come <b>within 2 working days</b> of your request.	at least 24 hours' written notice
Repair something because of <b>an order</b> by a <b>government</b> or <b>safety authority</b> . A copy of the order is required.	at least 24 hours' written notice
Do <b>routine maintenance</b> or <b>general repairs</b> .	at least 7 days' written notice

### Time and date of entry

Your landlord must enter your unit between 8:00am and 8:00pm, and not on Sundays or holidays unless there is an [emergency](#) or you have given them permission to do so.

### Assistance from the Tenant and Landlord Relations Office (TLRO)

If your landlord breaks one of these rules, tell them. If they continue to break the notice rules, you can send them a [Notice of Complaint](#). If they do not fix the issue within **7 days**, you can [apply for assistance](#) through the TLRO Complaints Process.

## Landlord Inspections

If your landlord wants to inspect your unit, they **must** give you at least **24 hours'** written notice. If the requests for inspection become too frequent and unreasonable, speak to your landlord about it.

If the requests continue, you can follow the Tenant and Landlord Relations Office (TLRO) Complaints Process. Start by speaking to your landlord about the problem. If nothing changes, you can send them a [Notice of Complaint](#). If after **7 days** the problem is not fixed, you can submit an [Application for Assistance](#) to the TLRO. You may want to submit evidence to support your claim.



Please note that legally, **you cannot block** your landlord from entering your unit where they are authorized to do so.

# Rent Increases

Landlords must follow strict rules if they want to increase your rent. Your landlord cannot:

- Increase your rent more than **3% once every 12 months**,
- Increase your rent within the **first year** of your lease, or
- Increase your rent without giving you at least **6 months written notice**.

If you do not know what 3% of your current rent is, the Tenant and Landlord Relations Office (TLRO) has a [free rent increase calculator](#).

## Written notice

Your landlord cannot raise your rent just by talking to you about it. They must send you a **written notice** that must be separate from any other notice. It must include:

- Your name,
- Your address,
- Your current rent,
- The proposed rent increase,
- The date the increase is set to begin, and
- Your landlord's signature and the date.



## Rent increase options

If your landlord sends you a notice of rent increase, you have **3 options**. You can:

1. **Accept** the increase.
2. **Refuse** the increase and plan to end your lease the day before the increase is set to begin. You must give your landlord at least 1 months' written notice before that day (unless your lease is week-to-week, then 1 weeks' notice). For example, if you received a notice that your rent will increase on September 1, you can plan to end your tenancy on August 31 if your landlord receives your notice by August 1.
3. Ask the TLRO to **review** the rent increase by submitting an [Application for Assistance](#). You must apply within **60 days** of receiving the notice of rent increase. If possible, attach your notice of rent increase to your application.

The TLRO can cancel a rent increase if they find that it is illegal.

## Rent Increases with a Fixed-term Lease

If you have a **fixed-term lease** and your landlord wants to raise your rent, the Tenant and Landlord Relations Office (TLRO) says they can **only** do so if your lease explicitly says they can. Check your lease! If you have the Provincial Government's [Standard Form of Lease](#), see Section 4 – Rent.

Even if your lease gives your landlord the right to increase your rent, they must still follow the same rent increase rules set out above.

## Retaliatory Rent Increases

Your landlord cannot raise your rent because you made a complaint about them. This is called a retaliatory rent increase. For a rent increase to be considered retaliatory, you must:

1. Have received the notice of rent increase within **6 months** of your complaint, and
2. Believe your landlord raised your rent **because** you made a complaint about them.

To challenge a retaliatory rent increase, you can follow the TLRO Complaints Process and submit an [Application for Assistance](#) within **15 days** of receiving the notice. If possible, attach your notice of rent increase to your application.

## Exceptions to the 3% Rent Cap

If your landlord wants to raise your rent, they cannot raise it more than 3% of your current rent. However, there is an exception to this rule.

If your landlord paid “capital expenditures”, or “costs”, to renovate your unit, they can apply to the Tenant and Landlord Relations Office (TLRO) and ask for permission to increase your rent **up to 9%**. Your landlord must provide supporting evidence when they apply.

If you receive a notice of rent increase that is more than 3%, you can ask your landlord if they have permission from the TLRO, or, follow the TLRO’s Complaints Process and submit an [Application for Assistance](#) within **60 days**.

# Renting with Roommates

When you sign a lease, you enter into a legally binding contract. This is also true if you sign a lease with roommates. Everyone who signs the lease is **equally responsible** for any damage caused to the rental unit and for paying the rent in full and on time. Be careful who you choose to be your roommate.

## Signing a Roommate Agreement

It is a good idea to sign a [Roommate Agreement](#) before moving in. The agreement can cover things like:

- Rules about guests, smoking, and shared spaces,
- How you will split the rent and utilities payments, and
- Who will clean the rental unit and when.

A roommate agreement will not change your lease, but having a written agreement can help to prevent disagreements and make it easier to resolve issues when they come up.

## Resolving Problems with Roommates

Problems between roommates are common. Unfortunately, unlike other tenancy issues, the Tenant and Landlord Relations Office (TLRO) will not help settle a dispute between you and your roommate. The TLRO will only get involved in disputes between tenants and landlords.

If you have a problem with your roommate, it will be up to the two of you to resolve your issue.

## If your roommate refuses to pay rent

If you and your roommate both signed your lease, you are **equally responsible** for paying rent. If your roommate does not pay their share, you may be responsible to pay the full amount yourself. If this happens, tell your landlord.

Unless your landlord offers a solution, you have 4 options:

- Speak to your roommate and see if there is an arrangement that works for both of you,
- Try to find someone to take your roommate's place on the lease (if your landlord and your lease allow it),
- Pay your roommate's share of the rent, or
- Try to end your lease and find a new place to live. Be careful. Depending on your type of lease, you may still need to pay rent until the end of your lease.

If you end up paying your roommate's share of the rent, you can sue your roommate in [Small Claims Court](#) to get that money back. You can use Small Claims Court for any amount up to \$20,000.

## If your roommate causes damage to your rental unit

If you and your roommate both signed your lease, you are both **equally responsible** for preventing and fixing any damage that any roommate causes to the unit. This means that you are responsible for fixing the damage, even if you did not cause the damage yourself.

Unless your landlord offers a solution, you have 4 options:

- Speak to your roommate and ask them fix the damage or pay to have it fixed,
- Split the cost of the damage between roommates,
- Let the cost of fixing the damage come out of your security deposit, or

- Pay to fix the damage yourself. If you do, you can sue your roommate in Small Claims Court to get your money back as long as it is less than \$20,000 in total.

## When Your Roommate is Not on the Lease

If only one of your roommates signs the lease and pays rent to the landlord, that person is the legal tenant. The people living in the unit that did not sign the lease:

- Have no legal responsibility for the rental unit,
- Do not have to give notice to move out, and
- Have no legal rights under the [\*Residential Tenancies Act\*](#).

## Getting your Security Deposit Back with Roommates

Once your lease ends, you can **ask for your security deposit back**. You and your roommates should apply for your security deposit refund as soon as possible. You have two options:

- If you, your roommates, and your landlord **all agree** on how much of your deposit you should get back, complete the [Security Deposit Refund Agreement](#) together and email it to [irent@snb.ca](mailto:irent@snb.ca) or deliver it to any [Service New Brunswick Centre](#). To receive your refund, it is very important that all roommates sign their names and include their forwarding addresses on the last page of this application.
- Apply for the return of your full security deposit [online](#) or [in person](#) at any [Service New Brunswick Centre](#). Each roommate must submit their own application. The TLRO will contact you if your landlord disagrees with your application and claims part of your deposit.

If there are two or more tenants on a lease, the security deposit will be refunded equally amongst those tenants.

# Repairs, Pests, and Maintenance

Appliances break, mold grows, and emergencies happen. As a tenant, be sure you know how to get help if repairs are not being done or if your landlord is entering your unit without notice.

## Repairs and Maintenance

The [\*Residential Tenancies Act\*](#) says that both you and your landlord have a responsibility to keep your rental unit in good condition. If you or your guests cause damage to the unit, you must fix the damage. However, your landlord must fix things that break from normal use. This includes any appliances that your landlord provided with the unit, like a stove, refrigerator, washing machine, or dryer.

If you need something repaired, tell your landlord right away. If they do not make the repairs, you can follow the Tenant and Landlord Relations Office (TLRO) Complaints Process and send your landlord a [Notice of Complaint](#) explaining the problem.

If the problem has not been fixed after **7 days**, or if it is an emergency, you can submit an [Application for Assistance](#) right away with the TLRO. It is a good idea to submit evidence to support your claim. You can include photos, receipts, and any communications with your landlord, like emails or texts.



If you submitted an application for assistance because of an emergency like a fire, flood, or issues with electricity, heat or water, the TLRO may work with NB Power, the fire department, police, or other authorities to resolve the situation quickly.

## Landlord Entry to do Repairs and Maintenance

For the rules and notice periods your landlord must follow to enter your rental unit, see the section titled “**Your Landlord Must Give Notice to Enter Your Rental Unit**” on page 15.

## Pests and Mold

The *Residential Tenancies Act* (the Act) says that both you and your landlord have a responsibility to keep your rental unit in good condition. You have a duty to keep your unit reasonably clean. Your landlord has a duty to keep your unit free from things like bed bugs, mice, cockroaches, and mold.

If you find pests or mold in your rental unit, tell your landlord right away. If your landlord does not fix the problem, you can follow the Tenant and Landlord Relations Office (TLRO) Complaints Process and send your landlord a [Notice of Complaint](#) that explains the problem.

If 7 days have passed since your landlord received the Notice of Complaint and the problem has not been fixed, you can submit an [Application for Assistance](#) with the TLRO. It is a good idea to submit evidence to support your claim. You can include photos, receipts, and copies of any communications with your landlord, like emails or texts.

If the TLRO decides that your landlord acted illegally, they can **order them to fix** the problem. If your landlord refuses, the Officer may decide that the TLRO will collect some of your rent instead of the landlord. The TLRO may use the rent funds to fix the problem.

If your landlord refuses an order to do repairs, you can ask the TLRO if they can end your lease for you without penalty.

# Complaints and Assistance

If you have a problem, or your rights as a tenant are not being respected, talk to your landlord first. If they do not fix your problem, you can follow these steps to get help from the [Tenant and Landlord Relations Office \(TLRO\)](#). If you have questions about this process, call the TLRO at 1-888-762-8600 or email [renting@gnb.ca](mailto:renting@gnb.ca).

## The TLRO Complaints Process

### STEP 1: SEND A NOTICE OF COMPLAINT

Usually, you must give your landlord a [Notice of Complaint](#). You can only skip this step if:

- It is an [emergency](#),
- You got an eviction notice because you made a complaint against your landlord,
- You got an immediate threat of eviction by your landlord,
- You want to request a review of a rent increase,
- You want to request a review of a Notice of Termination,
- Your landlord made an unfair change to your long term lease, or
- Your landlord wrongfully disposed of your property after you moved out.

For all other situations, you **must** give your landlord a Notice of Complaint before you move on to **STEP 2**.

In your Notice of Complaint, describe your problem in detail and tell your landlord what they need to fix. It must include:

- the address of your rental unit,
- the date, and
- your signature.

You must give your landlord at least **7 days** to fix the problem.

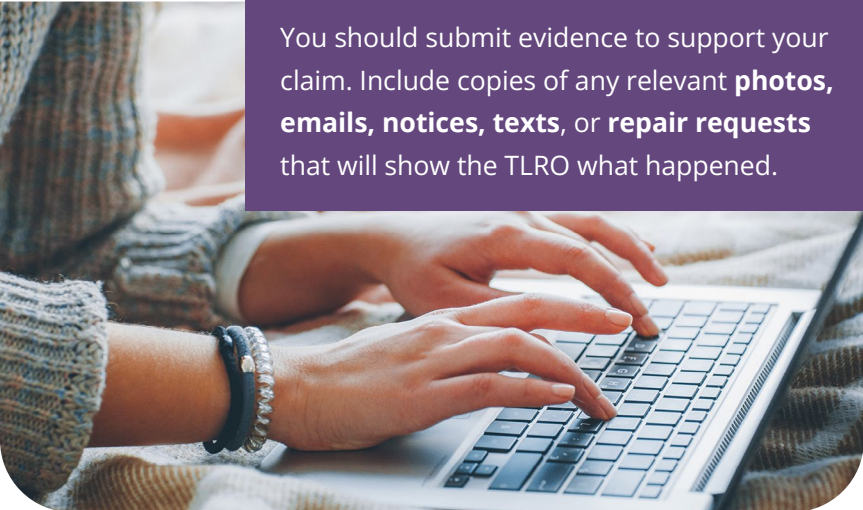
If you send the notice by **mail**, you must give them at least **10 days** from the day you mail it. If they do not fix the problem, go to **STEP 2**.

It is a good idea to keep a copy of your Notice of Complaint if you have to move on to **STEP 2**.

## STEP 2: APPLICATION FOR ASSISTANCE

Submit an [Application for Assistance](#) form to the TLRO online, by email to [renting@gnb.ca](mailto:renting@gnb.ca), by **mail**, or in person at any [Service New Brunswick Centre](#). Your application must include:

- the address of your rental unit,
- the date,
- your signature, and
- a copy of your Notice of Complaint (if you were required to complete **STEP 1**).



You should submit evidence to support your claim. Include copies of any relevant **photos, emails, notices, texts, or repair requests** that will show the TLRO what happened.

## Application for Assistance – Important time limits

Sometimes there is a time limit on when you can apply for assistance:

You got a retaliatory Notice of Termination within 1 year of making a complaint against your landlord	15 days to apply
You got a retaliatory notice of rent increase within 6 months of making a complaint against your landlord	15 days to apply
You got a Notice of Termination and want it reviewed	15 days to apply
Your landlord made an unfair change to your <b>long term lease</b>	15 days to apply
You want a notice of rent increase reviewed	60 days to apply
Your property was wrongfully disposed of after you moved out	3 months to apply

### STEP 3: MEDIATION

A **Residential Tenancies Officer** will review your file and may investigate further. They could ask you or your landlord follow up questions, visit your rental unit, or ask you to provide further evidence. The Officer will then try to resolve the dispute through mediation.

## STEP 4: DECISION

If you and your landlord cannot come to an agreement through mediation, the Residential Tenancies Officer will make a final decision for you.

If the Officer decides that your landlord acted illegally, they can **order them to fix** the problem. If your landlord refuses, the Officer may decide that the TLRO will collect some of your rent instead of the landlord. The TLRO may use the rent funds to fix the problem.

For other problems like rent increases and evictions, or if your landlord refuses an order to do repairs, you can ask the Officer if they can end your lease for you without penalty.

The Officer can also:

- Order your landlord to pay you a maximum of **1 months' rent** for any **reasonable expenses** caused by the problem, and
- Order your landlord to pay you back a maximum of **1 months' rent** for the time you lived in your unit if it was "uninhabitable" because of the problem.

If you disagree with a Residential Tenancies Officer's decision, you can appeal it. See "Appealing a Residential Tenancies Officer's Decision" below for more information.

### When Your Landlord Makes a Complaint Against You

If you receive a [Notice of Complaint](#) from your landlord about your actions or the actions of your guests, you must comply immediately. For example, if one of your guests was actively damaging the building or causing a nuisance.

If you receive a Notice of Complaint because of anything else, you must comply within **7 days**.

If you do not comply with the Notice of Complaint you received, your landlord can apply for assistance with the TLRO. A Residential Tenancies Officer may investigate, mediate, and eventually decide whether to terminate your lease. If the Officer decides to terminate your lease, they will send you a letter called a "[Notice to Quit](#)".

## **Appealing a Residential Tenancies Officer's Decision**

If you disagree with a Residential Tenancies Officer's decision, you can appeal it. A judge will hear your appeal and decide if they agree or disagree with the Officer's decision. If they agree with the decision, your appeal will be dismissed. If the judge disagrees with the decision, they can "set it aside". This means that the Officer's decision will be canceled.

To appeal an Officer's decision, you must apply to the New Brunswick Court of King's Bench using a form 16D [Notice of Application](#). You must file your Notice of Application within **7 days** of receiving the Officer's decision. This is a very small amount of time. Sometimes, a judge can extend this 7-day limitation period, but not always. It is very important to meet this deadline. Court processes are complex.

If you are in this situation, you may need legal advice. It may be useful to consult with a lawyer before drafting your application and beginning this process.

# Glossary

**Fixed-term lease:** A lease that has a start date and an end date. A fixed-term lease does not renew automatically every year. It ends on the end date.

If the “end date” in your lease passes but you continue to pay rent and live in your unit, you automatically create a new agreement.

The type of agreement is based on when you pay rent. For example, if you pay rent monthly, you now have a periodic month-to-month lease.

**Landlord:** A person or company that owns a residential property and allows tenants to live in that property in exchange for rent payments.

**Long term lease:** No matter what type of lease you started with, if you have lived in your rental unit for 5 years or more, you have a long term lease.

**Rental unit:** A house, an apartment or flat, a room in a boarding or lodging house, or a mobile home that a tenant occupies in exchange for rent payments.

**Tenancy agreement:** A written or oral agreement where a tenant agrees to pay rent to the landlord in exchange for the right to live in an apartment, house, or other living space.

**Tenant:** A person who pays rent to a landlord to live in a rental unit.

**Tenant and Landlord Relations Office (TLRO):** The government office that manages the relationships between landlords and tenants by applying the rules of the *Residential Tenancies Act*. The TLRO:

- Publishes important [forms](#) and information about the Act,
- Holds and manages [security deposits](#), and
- Tries to resolve [disputes](#) between landlords and tenants.

**Tenant insurance:** Tenants’ insurance protects your personal belongings if there is a fire, flood, or theft.

**Working days:** Any days except Sundays or holidays.


## Helpful Resources for Tenants

If you have questions about your rights or need help with a housing problem, there are services in New Brunswick that can support you.

### Solve a Problem

#### The Tenant and Landlord Relations Office (TLRO)

The [TLRO](#) can help resolve a dispute between you and your landlord. To learn more about their complaints process, click [here](#).

 1-888-762-8600


 [renting@gnb.ca](mailto:renting@gnb.ca)

#### The New Brunswick Human Rights Commission

The [New Brunswick Human Rights Commission](#) is responsible for administering the [New Brunswick Human Rights Act](#).

The Act protects you from discrimination and harassment in housing. The Commission can:

- Explain your rights,
- Help you understand the complaints process, and
- Accept and review complaints of discrimination.


 (506) 453-2301

 [hrc.cdp@gnb.ca](mailto:hrc.cdp@gnb.ca)

## Legal Help

### The UNB Legal Clinic

The [UNB Legal Clinic](#) in Fredericton provides free legal advice on tenancy law.

 (506) 452-6313


 [lawclinic@unb.ca](mailto:lawclinic@unb.ca)

 [/unblegalclinic](#)

### Public Legal Education and Information Service of New Brunswick (PLEIS NB)

[PLEIS NB's](#) Tenant Information Program includes the following services for tenants:

1. Legal information resources for tenants on [our website](#),
2. Tenant questions answered through PLEIS NB's [Legal Info Line](#),
3. Free workshops on tenants' rights and responsibilities,  
*and*
4. Pop-up Tenant Legal Advice Clinics operating across New Brunswick each summer.

 (506) 453-5369

 [info@legalinfonb.ca](mailto:info@legalinfonb.ca)

# Other Help for Tenants


## The NB Coalition for Tenants Rights

The [NB Coalition for Tenants Rights](#) provides information and advocacy for tenants in New Brunswick.

 [info@nbtenants.ca](mailto:info@nbtenants.ca)

## ACORN Canada (NB Chapter)

[ACORN Canada \(NB Chapter\)](#) focuses on tenant advocacy and community organizing to improve housing conditions and affordability.

 (506) 269-1080

 [nb@acorncanada.org](mailto:nb@acorncanada.org)