

RESIDENTIAL TENANCIES ACT

REPAIRS

Sections 8, 19, 20 & 21

Section 8

STATUTORY CONDITIONS

1. **Obligation of the landlord**

The landlord shall provide and maintain the premises in a good state of repair and fit for habitation and shall comply with a law regarding health, safety or housing.

2. **Obligation of the tenant**

The tenant shall keep the premises clean, repair damages caused by the tenant or anyone whom the tenant permits on the premises.

Section 21

OBLIGATIONS NOT MET

Where a tenant fails in his/her obligations with respect to repair of damage; and

- the landlord has given written notice requesting the tenant to repair the damage; and
- tenant has failed to complete repairs within 3 days (or time specified);
- the landlord may give the tenant notice to terminate on a specified date not less than 5 days following the date the notice is served.

Where a landlord fails in his/her obligations with respect to maintaining the premises in a good state of repair as specified in statutory condition #1, the tenant may file a claim for repairs with the Residential Tenancies Division.

Note: The Division will not accept an application from a tenant for repairs unless:

- (1) A formal request for repairs (in writing) has been served on the landlord and the landlord has failed to make the repairs within a reasonable period of time; and
- (2) The rent is paid up to date.

Proof of service of “Formal Request for Repairs” may include an affidavit by the person who served the notice **or** confirmation of service from the post office.

Section 19

MATERIAL BREACH

A material breach is an activity or thing which affects the value or integrity of the premises or adjoining premises. An example of material breach may be smoking or having a pet when the rental agreement (written or verbal) specifically addressed no smoking or pets. If a rental agreement provided for a service, such as cable TV or laundry facilities and the service was discontinued, this may also be considered a material breach.

Where a landlord or a tenant commits a material breach, the party who commits the material breach may be given written notice of the breach along with a request to remedy it within a reasonable time.

If the party fails to remedy the breach, the other party may give notice of termination as follows:

Where the premises are rented monthly or for a fixed term or is a site for a mobile home, by giving Notice of Termination;

not less than one month before the end of the rental period

Where the premises are rented weekly, by giving Notice of Termination;

not less than one week before the end of the rental period.

Section 20

PREMISES UNINHABITABLE

Where a landlord fails to keep the premises fit for habitation, or where the tenant makes a premises unfit for habitation, a landlord or tenant may give Notice of Termination effective immediately.

Example: Disconnection of utilities such as heat or water.

Revised March 2005. This information has been summarized and therefore, is not necessarily quoted directly from the Residential Tenancies Act. Please see Act for further clarification and detail.

For further information visit our web site @ www.gs.gov.nl.ca/tp/
or phone St. John's 709-729-2608 or 2610; Gander 709-256-1019;
Corner Brook 709-637-2445
or phone our toll free number 1-877-829-2608