

Legal Lite

If you wish to inform us of your ideas and comments or if you have a question please contact us in writing via campus mail at the following address: LEGAL LITE

Public Legal Information Services
UNB Faculty of Law
Box 4400
E3B 5A3

Items may also be dropped off in our box at the Brunswickian office in the SUB, or at the first floor of the Law School, Ludlow Hall. The authors reserve the right to rephrase questions to fit a general information format. Legal Lite this week: Chris Maddock, Janet Steeves, Andre Lupien.

Sponsored by Public Legal Information Services. This column is prepared by UNB Law students and checked for accuracy by faculty. It is intended for general public legal information only and is not to be taken as legal advice. Problems requiring legal action should be referred to a lawyer of your choice.

QUESTION

What is the law in New Brunswick concerning the giving of notice on termination of a lease?

ANSWER

A lease does not have to be in writing. The relationship of landlord and tenant will arise whenever there is an agreement, oral or written, under which the tenant is given exclusive possession of the landlord's premises. Exactly what the respective obligations of landlord and tenant are depends upon what was agreed between them at the time the tenant moved in. This may be difficult to prove when there is an oral arrangement. But where the lease is in writing and signed by the parties, then they are governed by what is contained in that agreement.

Where the parties agree at the outset that the tenancy is to last for a definite period (eg. 4 months), then no notice is required. The lease will automatically come to an end at the end of that term. But where the lease is not for a definite term and no specific agreement has been made as to notice, the Landlord and Tenant Act will govern how much notice must be given. As a rule of thumb the period of notice required is based upon the way the rent is paid. If rent is paid weekly, a week's notice will be required; if monthly, a month's notice, and so on. Notice may be verbal, but as a matter of proof it is better to put it in writing.

QUESTION

Do I ever have a right to withhold my rent?

ANSWER

Almost never. The tenant is legally bound to pay rent for the full duration of the lease. Failure by the landlord to fulfill his legal obligations does not relieve the tenant of his obligation to pay rent. The tenant's only remedy is to sue the landlord for failing to abide by his contractual obligations under the lease.

The only time that the tenant is relieved of his obligation to pay rent before the end of the lease is where he is evicted by the landlord, or the landlord interferes with the tenant's occupation in such a way as to make it impossible for the tenant to have exclusive possession of the premises.

The essence of a landlord and tenant relationship is exclusive possession by the tenant of the landlord's premises. The lease will therefore be considered as terminated when the tenant no longer has exclusive possession by reason of the landlord's interference, and the tenant will be relieved of his obligation to pay rent.

QUESTION

What is a separation agreement?

ANSWER

A separation agreement is nothing more than a formal contract between a husband and wife who, upon separating want to clarify their respective rights and responsibilities particularly in terms of the children, the house, and the finances. One of the main advantages of having such a contract is the very real psychological relief that problematic areas are clarified. It may also be a useful tool in subsequent divorce proceedings in that the date of separation is clearly stated; also, the judge may adopt in his Court Order, the provisions contained in the separation agreement entered into by the spouses themselves.

Because it is only an agreement between the two spouses themselves it can be modified as long as both parties agree to the changes. But because it is a formal contract recognized by law this allows each spouse to sue the other and thus possibly get a financial compensation if a breach of contract is proven. This is a relatively complicated and costly procedure which is not frequently used.

The agreement itself usually provides for conditions of termination of the agreement may be deemed to come to an end in certain circumstances.

Union comment

Dear Editor:

Do the professors at UNB really feel so insecure that they need a union to assure them that their jobs will remain, even though their competence may not? As you've probably guessed, I'm opposed to unionization of UNB professors for several reasons — but first let's look at the positive side.

Apparently, due to the present state of the economy in this province, our professors are not being offered a salary which is comparable to that offered at other institutes of higher learning. Therefore, we are in danger of losing our best professors. I have heard the opinion expressed that a labor union will ensure a competitive salary which will automatically retain our good professors. I have two points to make on this theme; first, where does the money come from? Can we afford another rise in tuition? The second is more philosophical — why are professors staying at UNB now? Is it because of the money they receive or because of working conditions — how much of each are they willing to trade off for the other?

Listen for which professors are loudest in demanding a union. I don't believe that they are the fair-minded, hard-working types who desire parity across the nation. I think that the professors who need and want the proposed union are the ones who would most benefit the university by being elsewhere; the ones who are so unsure of their competence that they feel they need security.

A union always sports an abundance of rules and regulations all apparently designed to promote mediocrity. It is based on the idea that everyone is on the same basis; that all "workers" should get equal pay and equal benefits; that all working hours should be equal. Maybe this is a slight exaggeration but how can a university run on principles such

COURSE & SECTION	INSTRUCTOR	ENROLLMENT	DATE	TIME	EXAMINATION
PHYS1000 01	VAN DER LINDE	160	5 AM	SAT	APR 22
PHYS1000 02	PAJLER	188	9 AM	SAT	APR 22
PHYS1000 03	LEES	75	9 AM	SAT	APR 22
PHYS2022	LEES	15	7 PM	WED	APR 12
PHYS2072	YOUNG	6	9 AM	FRI	APR 14
PHYS2072	VERMA	13	9 AM	SAT	APR 15
PHYS2072	LITTON	10	7 PM	THU	APR 13
PHYS2072	KAISER	89	9 AM	TUES	APR 18
PHYS3010	ROSES	10	2 PM	FRI	APR 21
PHYS3020	YOUNG	4	9 AM	TUES	APR 18
PHYS3020	VAN DER LINDE	13	2 PM	WED	APR 19
PHYS3090	DEPILLE	9	2 PM	MON	APR 17
PHYS3190	EDWARDS	26	9 AM	THUR	APR 20
PHYS4020	ROSES	6	9 AM	SAT	APR 15
PHYS4032	VAN DER LINDE	2	2 PM	WED	APR 19
PHYS4062	DEPILLE	5	7 PM	THUR	APR 20
POLS1-2000 01	POBIHLSCHY (CO-ORD)	18	2 PM	WED	APR 19
POLS1-2000 02	LLAMBEIAS	21	2 PM	WED	APR 19
POLS1-2000 03	KUHN	36	2 PM	WED	APR 19
POLS1-2020 01	GRONIN (CO-ORD)	52	7 PM	FRI	APR 14
POLS1-2020 02	GRONIN	55	7 PM	FRI	APR 14
POLS3040	BOSNITCP	6	2 PM	MON	APR 17
POLS3110	KUHN	9	2 PM	FRI	APR 21
POLS3140	REFFEL	9	2 PM	FRI	APR 21
POLS3222	REFFEL	12	7 PM	MON	APR 24
POLS3260	BOSNITCP, S.D.	7	7 PM	FRI	APR 14
POLS3340	BOSNITCP	7	7 PM	FRI	APR 14
POLS3540	LLAMBEIAS	20	2 PM	MON	APR 24
POLS3550	KUHN	7	2 PM	MON	APR 17
POLS3540	REFFEL	8	7 PM	SAT	APR 22
POLS3732	WILSON, A.J.	8	7 PM	THUR	APR 13
POLS3932	LLAMBEIAS, H.	12	9 AM	TUES	APR 18
PSYC1000 01	SZELIG	248	2 PM	THUR	APR 20
PSYC1000 02	SZELIG	259	2 PM	THUR	APR 20
PSYC1000 03	KLAMON	38	9 AM	SAT	APR 22
PSYC1000 04	KLAMON	40	9 AM	SAT	APR 22
PSYC1000 05	SZELIG	25	7 PM	WED	APR 12
PSYC1000 06	SZELIG	71	7 PM	SAT	APR 22
PSYC1000 07	FIELD	37	2 PM	TUES	APR 18
PSYC1000 08	DANEY	46	2 PM	THUR	APR 20
PSYC1000 09	NICKI	20	4 PM	WED	APR 19
PSYC1000 10	FASTERBROCK	15	2 PM	WED	APR 19
PSYC1000 11	FIELD	28	7 PM	MON	APR 24
PSYC1000 12	MCCONNELL	6	2 PM	WED	APR 12
HUSS1000	SZAEQ	15	9 AM	THUR	APR 20
SE2102	ANDERSON	42	2 PM	FRI	APR 21
SE2402	FALG	39	2 PM	WED	APR 12
SE2501	MCLAUGHLIN	47	7 PM	THUR	APR 20
SE2502	CHRZANOWSKI	2	9 AM	FRI	APR 21
SE3032	THCPSCN	39	2 PM	MON	APR 17
SE3122	KRASKOWSKI	35	7 PM	THUR	APR 13
SE3202	VANIEK	27	2 PM	TUES	APR 18
SE3312	MACEITZ/EL/MASRY	46	2 PM	SAT	APR 22
SE4001	CHRZANOWSKI	13	2 PM	MON	APR 24
SE4221	KRASKOWSKI/VANIEK	17	2 PM	SAT	APR 22
SE4332	DERENI/MASRY/FALG	7	7 PM	FRI	APR 15
SE4431	DERENI	10	9 AM	THUR	APR 13
SE4431	MASRY	5	2 PM	TUES	APR 18
SOC11000 01	MCCONNELL/MCKEDW	14	7 PM	MON	APR 17
SOC11000 02	LALTARD	49	9 AM	FRI	APR 21
SOC11000 03	MCCONNELL	36	9 AM	FRI	APR 21
SOC11000 04	REHRICK	83	9 AM	FRI	APR 21
SOC11000 05	FULLMAN	36	9 AM	FRI	APR 21
SOC11000 06	RICHARDS	36	9 AM	FRI	APR 21
SOC11000 07	WIDENSKI	64	9 AM	FRI	APR 21
SOC11000 08	MCKEDW	80	9 AM	FRI	APR 21
SOC11000 09	PARTIS (CO-ORD)	85	9 AM	FRI	APR 21
SOC11000 10	HIMLFAH	67	9 AM	FRI	APR 21
SOC11000 11	SKIDMORE	25	9 AM	FRI	APR 21
SOC11000 12	SKIDMORE	136	9 AM	FRI	APR 21
SOC11000 13	PULLMAN	11	2 PM	FRI	APR 21
SOC11000 14	SKIDMORE	28	9 AM	WED	APR 12
SOC11000 15	PEPPERDENE	40	9 AM	MON	APR 24
SOC11000 16	PEPPERDENE	37	7 PM	SAT	APR 22
SOC11000 17	PEPPERDENE	31	7 PM	FRI	APR 14
SOC11000 18	PEPPERDENE	11	7 PM	FRI	APR 21
SOC11000 19	MCKEDW	30	7 PM	SAT	APR 15
SOC11000 20	REHRICK	27	7 PM	THUR	APR 20
SOC11000 21	LOREN	14	2 PM	TUES	APR 18
SOC11000 22	MCCONNELL	3	2 PM	MON	APR 17
SOC11000 23	MCKEDW	2	2 PM	WED	APR 12
SOC11000 24	REHRICK	31	9 AM	MON	APR 17
SOC11000 25	MCCONNELL	1	2 PM	MON	APR 17
SPAN1200 06	FOYATES F	13	2 PM	MON	APR 17
STAT1-2080 01	MUREIKA	37	9 AM	FRI	APR 18
STAT1-2080 02	RINCO	42	9 AM	TUES	APR 18
STAT1-2080 03	NICKERSON	30	9 AM	TUES	APR 18
STAT1312 01	N1 CHUIV	50	7 PM	THUR	APR 20
STAT1312 02	BARBER/JE/NI CHUIV	27	7 PM	THUR	APR 20
STAT2222 01	ELBERTON	7	7 PM	THUR	APR 13
STAT3-4272	MUREIKA	8	7 PM	FRI	APR 21
STAT3-4321	LEE	2	9 AM	SAT	APR 15
STAT3-4352	ELBERTON	5	2 PM	WED	APR 19
STAT3-4362	ELBERTON	8	2 PM	MON	APR 17
STAT3002	BARBER/JE	2	9 AM	TUES	APR 18
STAT3282 01	KNIGHTS (CO-ORD)	10	7 PM	MON	APR 17
STAT3282 02	RINCO	19	7 PM	MON	APR 17
STAT3802	LUND	4	2 PM	WED	APR 19
STAT3802	N1 CHUIV	6	2 PM	FRI	APR 14

as those. In my opinion the proposed union may encourage precisely the opposite situation from the one of most benefit to the students. It could encourage the professor who excels in his field to leave UNB or to downgrade to a mediocre level and it will ensure those professors whose performances are far below average the right to remain.

For the past several years students have attempted to gain some recognized input into the tenure and promotions system through senate. I think that we had better move quickly if we intend to have a voice because when the union is formed it will be practically impossible to change the status quo. Judy Loo

This is deep, deep

Dear Mr. Rodgers:
Janitorial Supervisor

We wish to express our deep, deep . . . concern on your recent, offered resignation. The reason for our deep, deep . . . concern is that you were instrumental in the recent acquisition by Neville, of

our own janitorial Service. Now that you will have lots of time on your hands, perhaps you and your comrade, "Flipper" (not a dolphin) can join forces in the fight or

awes me task of janitorial 2nd and 3rd floors Neville.

Please don't let our suggestion go directly to heart for we the undersigned realize that the hole by your resignation will not be an easy one to fill. Let us again suggest with deep, deep . . . concern and deep, deep . . . respect that you will be happy in your future concerns, be it future hockey coach for "Flipper's" team or some other pertinent position

which relates directly to your past success.

A final momentary digression: we are happy for the initial step you have taken, which surely must have been your greatest contribution to the men's residence system.

On behalf of the Men of Neville.

Huge Shaw
John W. Wilson
Danny Orlando
Don Pearson

Thanks sweetie

To the person/s who stole the PHed 2052 midterm exam:

Bravo! We hope you're happy and proud of yourself. You've just been put into the ranks of "Scum of the Earth". You haven't done yourself a bit of good, and you haven't been much of a friend to the rest of the Class.

I suppose you're saying to yourself: "I didn't think the prof would miss that exam copy" or "How was I to know she would change the format." Well, thank you, we had to write an exam that was probably twice as hard as the original. We, the rest of the class thank you from the bottom of our

stomachs. Why in hell didn't you just photocopy it and put it back? Why in hell did you bother to steal it at all? This doesn't make our class any more trustworthy. As you remember from last term, someone from our class "borrowed" a piece of equipment from the anatomy lab. We wouldn't be surprised if you were the same culprit.

We just want to let you know that if anyone of us finds out exactly who you are, not only will we report you, but shave your head, and tar and feather you. Love & Kisses,
The 2nd year PHed class

Trivia answers

1. 1968
- Chicago Transit Authority
- Marc Bolan.
- Australia.
- Zombies.
- Bo Diddley
- Judy Collins.
- Riley King . Blues Boy
- Jewish
- He is almost deaf.
- Keith Moon.