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the Landlord and Tenant Act  
The provisions of this Provincial Act spell  
out the rights and responsibilities of a land  
lord and tenant. All sections of this Act apply  
unless there is an agreement or lease with a  
contrary or dissimilar provision.  
A copy of this Act is available at a nominal  
cost from the Queen's Printer in the Centenn  
ial Building. The most relevant sections of this  
Act are outlined below, however, tenants with  
legal problems should not rely on this out  
line but should contact the Fredericton Ten  
ants Association or a Legal Aid office (or a  
regular lawyer if you can afford it).

**EVICTION:**  
A landlord may evict you, without notice,  
if all or part of your rent is more than one  
week overdue and perhaps sooner if your  
lease so specifies!  
If you do not have a lease, a landlord may  
evict you without cause, providing he gives  
you sufficient notice. Sufficient notice is one  
calendar month if you pay your rent by the  
month or one full week if you pay your rent  
on a weekly basis. This notice does not have  
to be given in writing if there are witnesses.  
If you have signed a lease, a landlord may  
bring the time period of the lease, not nor  
mally evict you providing you pay your rent  
on time. If you break other clauses in your  
lease (such as making too much noise or break  
ing a window) the landlord may only ask you  
to repair or pay for any damage or to discon  
tinue the practice in the future. He may evict  
you only if you fail to repair or pay for the  
damage within a reasonable time limit or con  
tinue to break a provision of your lease. If  
you feel that a landlord is evicting you unfair  
ly, you should obtain the advice of a lawyer.

**RENEWAL:**  
If you have signed a lease say for one year,  
you should read your lease very carefully to  
know what provisions there are for you to con  
tinue or renew your lease past its expiry date.  
Do not assume that you can (or on the other  
hand that you must leave just because your  
lease has expired. If you do not fully under  
stand your lease, have someone explain it to  
you who can.

**OVERHOLDING:**  
This word may be defined as a situation  
when a tenant fails to leave a rented apart  
ment room at a time specified in an eviction no  
tice or at a time when a tenant told a landlord

## Know the laws

(from the Fredericton Tenants Association Handbook)

that he would be leaving. In such a situation,  
a landlord is legally justified in charging you  
double rent for the period of time you stay,  
after you were supposed to leave.

### LICENCES AND WAIVERS:

If your landlord at one time allows you to  
do something that wasn't agreed upon (say,  
parking your car in the yard), or if you break  
a provision of your lease without any object  
from him, it doesn't necessarily mean that he  
must allow you to do it again.

### SUBLETTING:

You may sublet your apartment (rent it to  
someone else) during the period of your lease,  
if you receive the consent of your landlord.  
However, your landlord may not unreasonably  
withhold his consent. If you have a landlord  
whom you feel is unreasonably refusing you  
to sublet, contact the Fredericton Tenants  
Association or a lawyer.



Students, such as these, form a major part of the Fredericton tenants Association. If you are unsure of your rights as a tenant, contact the Association.

When you sublet your apartment or room  
to someone else, you are still responsible for  
paying the rent and for any other obligations  
you took on in renting the place. To fully pro  
tect yourself, you should have the person you  
are subletting to sign a lease with similar pro  
visions as the one you signed.

### DISTRESS:

This is a provision whereby a landlord may  
seize your belongings if you haven't paid your  
rent. Generally a bailiff or sherriff will do this  
and they may call in the police if you offer  
any resistance. Only personal possessions on  
or in the property you are renting may be tak  
en. However if you try to remove and/or hide  
them, you are liable to your landlord for dou  
ble the value of the goods you tried to remove  
or hide.

### SETT-OFF:

This is a provision whereby you as a tenant  
may deduct from the rent you pay your land  
lord a sum of money that the landlord owes  
you. However, it must be a legal debt in that  
the landlord has to agree in writing that he  
owes you a certain sum of money.

### RENT INCREASES:

If you have signed a lease, your rent cannot  
be raised unless there is a provision in your  
lease allowing the lanlord to raise your rent.  
If you don't have a lease, your rent can be  
raised without stated cause, providing you are  
given one calendar month's notice (if you rent  
by the month) or one weeks.

These are the main points covered in the  
Landlord and Tenant Act and as you probably  
have gathered, the tenant has few rights. The  
landlord does not have to guarantee your priv  
acy or that the place you are renting is fit for  
human habitation!

Many tenants have a fear of signing leases  
which probably stems from a general fear of  
legal documents and from a fear that they mig  
ht wish to leave unexpectedly and will be un  
able to do so (at least in terms of having to con  
tinue to pay rent until the lease expires). A  
lease can be a bad thing in that a landlord can  
write in clauses which limit even further the  
few rights normally given to tenants under the  
Landlord and Tenant Act.

However, there are several important ad  
vantages to signing a lease (providing it isn't  
grossly weighted in favour of the landlord!):  
1) It is impossible or rather difficult for the  
landlord to evict you providing you pay your  
rent; 2) the landlord cannot raise your rent  
(unless there are escalator clauses, such as  
provisions for paying taxes); 3) it is a written  
agreement so there can be no argument at a  
future date as to who is responsible for what.  
Fortunately there are two other acts in  
this province entitled 'Fire Prevention Act'  
and the 'Human Rights Act' which do offer  
a few protections that are not offered to a  
tenant in the 'Landlord and Tenant Act'.

### HUMAN RIGHTS ACT

Section four of this Act states that no one  
may 'discriminate against any person...with  
respect to any term or condition of occupancy  
...of any dwelling unit because of race, colour,  
religion, national origin, ancestry, or place of  
origin'. If you feel that you have been discrim  
inated against, you should make a complaint

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