

DECEMBER 1, 1972

SRC offers support for policy statement by FTA

The UNB Students Representative Council unanimously offered its support in principle recently to a policy statement of the Fredericton Tenants Association.

The support was moved by Councillor John Rocca and seconded by Ken De Freitas.

Following is the Tenant's Association statement:

For hundreds of years, obligations rooted in feudal times have governed relationships between landlords and tenants. In recent years, several Canadian provinces have rewritten their legislation, recognizing that the old laws were grossly unfair to the millions of Canadians who rent their housing accommodation. But in New Brunswick the law has not been changed. The "feudal" Landlord and Tenant Act continues in effect in this province, and the legitimate rights of tenants and their families go unprotected. It is the first priority of the Fredericton Tenants' Association to obtain new provincial legislation which protects tenants against arbitrary actions by landlords. Specifically, we require:

1. Protection of Tenants from Arbitrary Eviction.

2. Protection of Tenants in Financial Dealings with Landlords.

3. Protection from Discrimination and Denial of Rights.

4. Protection of Individual Privacy.

5. Guarantees to assure Tenants Full Use of the Premises.

1) Protection of Tenants from Arbitrary Eviction

i. Landlords should not have the power to evict tenants except for specific reasons:

a) persistent failure to keep the peace

b) persistent damage to property

c) non-payment of rent

ii. If a landlord wants to evict a tenant under a) or b), he

should be required to give written notice of at least seven days and explain the reasons for the eviction.

iii. If the tenants believes the

landlord is acting unfairly, he should have the right to appeal the eviction order to a local board which deals with residential tenancy matters.

iv. Notice of eviction for non-payment of rent should only be possible when rent is in arrears for one full rent period. Notice of eviction for non-payment of rent should be made in writing, and the eviction itself should not be permitted until one full rent period after notice is given.

(The effect of this provision would be that a tenant who failed to pay the October rent could receive a notice at the end of October to vacate the premises at the end of November.)

v. In the case of an annual lease or a month to month lease, the landlord or the tenant should be required to give three months notice to terminate the tenancy. If proper notice is not given, the tenancy should continue on a month to month basis, unless termination is mutually agreeable.

2) Protection of Tenants in Financial Dealings

i. Tenants require legal protection against arbitrary rent increases. We support the Nova Scotia legislation that requires landlords to give at least three months notice of a rent increase in writing (whether the lease is annual or month to month).

ii. At the present time landlords are allowed to seize household furnishings for non-payment of rent, and sell them. This practice imposes extreme hardship on a tenant who is already in difficult financial straits, and should be prohibited by law.

iii. The present system whereby landlords collect "security deposits" from tenants is open to abuse by landlords

who refuse to pay interest on the tenant's money, and refuse to return the money when the tenant leaves by claiming damages which are not the tenants fault. We support the Ontario legislation which prohibits security deposits.

iv. Present New Brunswick law permits landlords to charge double rent for "overholding". Double rent provisions should not be included in the new legislation.

v. In some circumstances post-dated cheques involve a financial risk for the tenant. Landlords should be prohibited from asking tenants for post-dated cheques.

vi. If the landlord fails to fulfill his obligations under the Landlord and Tenant Act and the terms of the lease, the tenant's financial obligations should cease.

3) Protection from Discrimination and the Denial of Rights

i. People seeking accommodation should not be discriminated against for any of the following reasons: race, creed, colour, age, family size, appearance, personal habits, or membership in organizations.

ii. A procedure should be established for dealing with alleged discrimination in

housing expeditiously and without cost to the individual.

iii. Tenants should be informed of their rights. Landlords should be required to provide each tenant with a copy of the Landlord and Tenant Act and a copy of the lease (without charge).

iv. Individual contracts between landlord and tenant must not be permitted to reduce in any way rights conferred on tenants in the Landlord and Tenant Act.

v. The Government should draft standard lease agreements for use in renting

housing accommodation, to protect tenants from signing lease contracts which impose inequitable obligations upon them.

vi. The lease should disclose the actual individual(s) who own (s) the property.

vii. In the event that the landlord fails to fulfill his obligations under the Act and in the terms of the lease, the tenant should be free to terminate the lease.

4) Protection of Individual Privacy

i. Individuals should have the right of quiet enjoyment of the premises.

ii. If a landlord wishes to enter the premises he should arrange a mutually convenient time. If this proves impossible, the landlord should be required to give at least 24 hours notice of the time he will enter the premises, and he must enter during normal business hours.

iii. Landlords should not have the authority to restrict election campaigning on the premises.

iv. Landlords should not have the authority to restrict delivery services to apartment buildings (by stating for example, that only one dairy can deliver to the building) unless this is agreed by the tenants.

5) Guarantees to Assure Tenants Full Use of the Premises

i. The landlord should have an obligation to maintain the premises in a state of good repair. Unless otherwise stated in the lease, the landlord should be presumed responsible for the fixtures.

ii. The landlord should have an obligation to maintain minimum standards established

iii. In the event that a landlord fails to meet these obligations, the tenant should be permitted to order the repairs done and deduct the cost from the normal rental payment.

iv. If a landlord questions the necessity of such repairs he should have the right to appeal the matter to the local board dealing with residential tenancies.

v. The landlord should not be permitted to change locks or add additional locks to block the tenant's entry to the premises.

vi. Tenants should have the right to sublet the premises.

6) Residential Tenancy Boards

i. The Landlord and Tenant Act should empower municipal governments in New Brunswick to establish local boards to deal with residential tenancy matters.

ii. The members of each board should be appointed by the municipal government with a view to ensuring that the board functions in an impartial and equitable manner.

iii. The board should be charged with the responsibility of dealing with disputes between landlords and tenants as set out in the new Act, so that these matters need not be resolved through complicated and costly court proceedings.

iv. The Board should be notified of proposed rent increases, and should be empowered to review the amount of these increases at a public hearing.

in the health regulations, the fire regulations, and the building code.

Extended hours for SUB food facilities

The SUB Food Service Committee announced this week that effective service will be offered exclusively from the coffee shop server, serving into both the cafeteria and the coffee shop.

In addition, the hours will be extended so that breakfast is available from 7:30 A.M. till 10 A.M. thereby enabling students who have 8:30 classes to get breakfast after class.

Students interested in contributing to the improvement of the food service should notify the SUB office, c/o the Food Services Committee Chairman.

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