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Tribal Council Inc.

New Brunswick Law Foundation
Fondation pour le droit au Nouveau-Brunswick

RESIDENTIAL TENANCIES RULES ON AND OFF RESERVE

RENTAL POLICIES, PROGRAMS, AND RESOURCES

Navigating the rental housing landscape can be challenging, especially when faced with unclear policies or complex legal frameworks. **Whether you're a tenant looking to better understand your rights, a landlord seeking clarity on responsibilities, or someone in need of support with housing issues, being informed is key.**

This guide highlights the rights and responsibilities outlined in the *Residential Tenancies Act* in New Brunswick, which governs landlord-tenant relationships and rental agreements.

This guide provides essential information for tenants in New Brunswick, but tenants are encouraged to explore additional reliable online resources listed at the end for further details on their rights. It should also be read alongside the Human Rights and Housing in New Brunswick document.

Moving In

Tenancy Agreements & Leases

The relationship between a landlord and tenant **starts with a lease**, which is a formal document outlining the terms of the tenancy. This agreement grants the tenant the right to live in a house, apartment, or room in exchange for rent.

Even if a lease isn't signed, a tenancy agreement exists as a legal relationship. However, it's **always best to have a written and signed agreement in place** before moving in. This ensures that the terms are clearly documented, providing clarity and protection in case of any future disagreements.

Deposits

The security deposit is money that a tenant gives to the landlord at the start of a tenancy. It acts as a **financial safety net for the landlord.** If a tenant doesn't pay rent, utilities, late fees, or causes damage to the unit (or leaves it unclean), the landlord can use the security deposit to cover those costs. It ensures the landlord has some protection if the tenant doesn't meet their responsibilities.

The security deposit has limits to keep it reasonable ("Reasonable Limits"):

- If you rent week-to-week, the deposit can't be more than one week's rent;
- If you rent for longer periods (like month-to-month or yearly), the deposit can't be more than one month's rent.

Landlords can only charge you for rent, a legal security deposit, or a fair fee for specific services (like utilities). They cannot:

- Make you prepay the last month's rent;
- Ask for one rent payment that's higher than the rest;
- Charge more than the Reasonable Limits, set out above, for a security deposit.

If a landlord tries to include extra fees, those charges may be invalid.

During the Tenancy

General Obligations

What landlords must do:

- The rental unit must be delivered to the tenant in a clean, good condition and must be fit for living;
- The landlord must keep the rental unit in good repair and ensure it remains fit for living throughout the tenancy;
- Any furniture, appliances, or other items the landlord provides must be kept in good working order;
- The landlord must comply with all health, safety, housing, and building standards that apply to the property;
- Shared spaces (like hallways, stairwells, and laundry rooms) must be kept clean and safe for all tenants.

What tenants must do:

- You must keep the place and any items the landlord provided (like furniture or appliances) reasonably clean;
- If the tenant or their guests damage the unit or items the landlord provided (either on purpose or by being careless), they need to fix it within a reasonable time;
- The tenant and their guests must behave in a way that doesn't cause problems or disturb the neighbours.

If the tenant fails to meet its obligations outlined above, the landlord may issue a written notice outlining the issue. This notice will specify the time within which they must resolve the problem.



During the Tenancy

If the tenant does not address the issue within the given timeframe, the landlord can report the matter to a **Residential Tenancies Officer** (“Officer”). A Residential Tenancies Officer is responsible for mediating disputes, advising landlords and tenants, investigating complaints, conducting inspections, and enforcing provisions related to residential tenancy laws under the *Residential Tenancies Act*. The Officer may investigate the complaint and inspect the rental unit. If the investigation confirms non-compliance, **the Officer may require the tenant to fix the issue within a set period.**

If the tenant does not comply to the satisfaction of the Residential Tenancies Officer within the established timeframe, the Officer may issue a notice to quit, terminating their tenancy and requiring them to vacate the premises.

A notice to quit is issued for serious lease violations and involves a Residential Tenancies Officer. In contrast, a notice of termination is used to end a tenancy agreement under standard conditions, such as the end of a year-to-year or month-to-month tenancy, the landlord’s intent to personally occupy the unit, or substantial renovations requiring the unit to be vacant.



During the Tenancy

Rent

Rent Increases

Landlords must follow strict rules for raising rent:

- They cannot raise the rent during the first year of the tenancy;
- After the first year, they can only increase rent once per year;
- They must comply with a rent increase cap of 3% per year;
- They must give the tenant proper written notice (not mixed with other documents) and ensure the new rent is fair compared to similar places nearby.

If the landlord doesn't follow these rules, the rent increase may not be valid.

If a landlord wants to raise your rent, they must give the tenant proper written notice. The notice should:

- Be a separate document (not combined with anything else);
- Include the tenant's name, the address of the rental unit, the current rent amount, the new rent amount, and the date the new rent starts;
- Be signed and dated by the landlord (or their agent).

If the notice doesn't meet these rules, it may not be valid.





During the Tenancy

Consequences of Not Paying Rent

If the tenant doesn't pay their rent, the landlord can give them a notice to vacate. Here's how it works:

- The notice will tell the tenant to leave within at least 15 days;
- If the tenant pays all the rent they owe within 7 days of getting the notice, they can stay, and the notice is cancelled;
- However, if this isn't the first time the landlord has served their tenant a notice to vacate, or if the landlord says in the notice that paying rent won't cancel it, then the tenant still has to move out by the date in the notice;
- Any rent payments the tenant makes will go toward the overdue rent first.

Landlords can charge the tenant a late payment fee if they don't pay their rent on time, but only if:

- The lease specifically says the landlord can charge a late fee;
- The fee is reasonable and follows the rules set by law.

If your lease doesn't mention late fees, your landlord cannot charge you one.

Acceleration of Rent

If a tenant fails to pay rent or violates the lease, the landlord cannot require all remaining rent for the rest of the lease term upfront. Instead, the landlord may end the lease based on the tenant's violations.

If a tenant remains in the rental unit after their lease has legally ended, the landlord is still entitled to compensation for the continued use of the property (even if there is no operating lease at the time). And, if the tenant continues paying rent and the landlord accepts such rent, then a new tenancy agreement may be created.

During the Tenancy

Entry by the Landlord

Landlords, or their representatives/agents, may only enter a rental unit under specific circumstances. In most cases, the landlord must **give advance written notice** before entering a tenant's unit. Landlords must respect tenants' privacy and only enter during reasonable hours. Specifically:

- **For normal repairs or redecoration**
  The landlord must give at least 7 days' notice before entering to do normal repairs or redecorating;
- F**or showings or inspections**
  The landlord must give at least 24 hours' notice before entering to showing the property (e.g. to potential buyers or mortgage lenders) or conducting an inspection;
- **Delayed repairs**
  If repairs requested by the tenant or required by law aren't done within the first notice period, the landlord must give 24 hours' notice before entering to complete them.

Notices must be in writing and include:

- The tenant's name;
- The address of the rental unit;
- The date and signature of the landlord.

If there is an emergency, the tenant abandons the unit, or the tenant consents to the landlord's entry, then no notice is required.

Changing Locks

Neither tenants nor landlords are allowed to change the locks on a rental unit without either the landlord's permission or written approval from a Residential Tenancies Officer. This rule applies to both parties throughout the duration of the lease.

Tenant-Landlord Disputes

Resolving Disputes

Disputes between landlords and tenants can happen for many reasons. The steps below provide a simple and clear process to address disputes fairly and effectively:

A. If appropriate, the tenant should review their lease and discuss the issue.

- The tenant should start by reviewing their lease — it often explains the tenant's rights and responsibilities.
- Many disputes can be solved by discussing the issue directly with the landlord.

B. Send a written complaint.

- If talking doesn't resolve the issue, the tenant should put the complaint in writing and provide it to the landlord.
- The written complaint should include the date, the rental unit address, and a clear explanation of the problem the tenant is trying to address.
- The tenant can write the complaint by hand or type it, but should ensure they keep a copy for their records. If it's handwritten, taking a photo of it as a backup is recommended.
- The tenant should save any other documents related to the issue, such as notices, letters, emails, or screenshots of text messages. These can be useful if the tenant needs to prove their case later.

Response Times: For non-urgent issues, the tenant or landlord must be given at least 7 days to address the problem. In emergencies, both the landlord and tenant are expected to act as quickly as possible.



C. Apply for assistance.

- If the issue is not resolved after the tenant provides the written complaint, they can seek assistance from the Tenant and Landlord Relations Office.

> ***The Tenant and Landlord Relations Office in New Brunswick serves as a resource for both tenants and landlords, providing assistance and information to help navigate rental relationships. They offer guidance on tenant rights and responsibilities, landlord obligations, and the processes involved in renting properties. In cases where disputes arise between tenants and landlords, the Tenant and Landlord Relations Office can help, by providing a structured process to resolve issues.***

- Tenants can apply for assistance through the Tenant and Landlord Relations Office online, by email, or by mail.
- Once the application is submitted and received, the tenant will receive confirmation and a case number within one business day.
- Cases are handled based on urgency, so the most serious issues are dealt with first.

D. Participate in mediation.

- Once the case has been processed and is ready for review, a Residential Tenancies Officer will be assigned to assist both parties in resolving the issue through a process called mediation. The aim is to address the problem promptly without the Officer making a decision on behalf of either party.

E. Get a decision.

- If mediation doesn’t work, the Officer will make a final decision.
- This decision will include any required actions or orders for the landlord or tenant.



Tenant-Landlord Disputes

Evictions

Eviction is a formal legal process used to remove a tenant from a rental unit. It typically occurs in situations where a tenant fails to vacate the property after receiving a valid notice to quit or terminate the tenancy, or where the tenant remains in the property after the tenancy has expired or been terminated.

Landlords must follow these steps to ensure the eviction is valid:

1. A landlord must submit the proper documents (e.g., a copy of the notice to vacate) to a Residential Tenancies Officer, who may investigate before issuing the eviction order;
2. Once the eviction order is issued, the sheriff will carry it out and return the rental unit to the landlord. If needed, the sheriff can force entry into the property.

Landlords cannot evict tenants on their own — they must go through this legal process. If tenants believe they are being illegally evicted, they should contact the Tenant and Landlord Relations Office for assistance. If there is an immediate threat or illegal activity, tenants may also contact the police for support.

Repossession by Landlord

A landlord cannot take back the rental unit just because they believe they have the right to it, unless:

- The tenant moves out on their own or abandons the unit;
- The tenant was, properly, given a notice to end the tenancy, through a notice of termination;
- The landlord has served a notice to quit on the tenant.

Without meeting one of the conditions listed above or complying with the rules outlined in the *Residential Tenancies Act* for ending a tenancy (outlined below), a landlord cannot legally take possession of the property.

Ending the tenancy

Limitations on a Landlord's Right to Terminate

The *Residential Tenancies Act* sets strict rules about when and how a landlord can end a tenancy. These rules are designed to prevent landlords from terminating leases unfairly or without valid reasons.

A landlord can only terminate a tenancy if they meet one of the following conditions:

- The landlord (or their spouse, child, or parent) plans to live in the unit for at least 3 months in a row;
- The unit will be used for something other than housing (e.g., as an office) for at least 3 months in a row;
- The tenancy was connected to a job, and the tenant no longer works for the landlord.

However, the landlord must:

- Include the specific reason for ending the tenancy in the notice they give to the tenant;
- If the landlord doesn't use the unit for the reason they stated (e.g., personal use or non-residential use) within 2 months of the tenant moving out, the tenant can seek compensation.



Ending the tenancy

Tenant's rights:

- The tenant can apply to a Residential Tenancies Officer within 15 days of receiving the notice of termination to have it reviewed;
- The Officer will investigate and decide if the landlord's reason for termination is valid;
- If the landlord can't prove the reason for termination is valid, the Officer will cancel the notice.
- If the reason is valid, the Officer may confirm or adjust the termination date;
- If the landlord doesn't follow through on their stated reason (e.g., they don't move in or use the unit as promised), the tenant can apply for compensation within 2 years of the termination;
- The Officer can order the landlord to pay the tenant for any losses caused by the termination.





Ending the tenancy

Approval Required for a Landlord to Terminate for Renovations or Repairs

The *Residential Tenancies Act* sets strict rules for when and how a landlord can end a tenancy because of renovations or repairs.

Rules for landlords:

- A landlord cannot give a termination notice for renovations or repairs without first applying to a Residential Tenancies Officer and getting written approval;
- The Officer will only approve the landlord's application if it meets all legal requirements;
- After terminating the tenancy, the landlord must complete the stated renovations or repairs within 2 months;
- The work must match the reason they gave for ending the lease.

Rights for tenants:

- If the landlord doesn't follow through with the renovations or repairs within 2 months, the tenant can apply for compensation within 2 years of moving out;
- A Residential Tenancies Officer will investigate and can order the landlord to pay the tenant for losses caused by the termination;
- The landlord must pay the amount determined by the Officer;
- The Officer's decision on compensation is final and binding for both the landlord and tenant.



Notice Requirements for Terminating Tenancies

Year-to-year lease:

- The notice must be served at least 3 months before the lease ends;
- The termination takes effect on the last day of the lease year.

Month-to-month lease:

- The notice must be served at least 1 month before the lease ends;
- The termination takes effect on the last day of the month.

Week-to-week lease:

- The notice must be served at least 1 week before the lease ends;
- The termination takes effect on the last day of the week.

Leases between 1 week and 1 month:

- These leases are treated as month-to-month, so the same rules for month-to-month leases apply.

The notice must be written down, signed and dated by the landlord, their representative, or the tenant, and must include:

- The tenant's name (if the landlord is serving the notice);
- The address of the rental unit;
- The date the termination will take effect;
- The reason for termination.

Exceptions

- The *Residential Tenancies Act* allows tenants to end their tenancy early without following the usual notice periods if they or their child are at risk due to domestic violence, intimate partner violence, sexual violence, or criminal harassment.
- Tenants can end their tenancy early if their health has worsened to the point that staying in the unit would cause extreme hardship. They need to apply to a Residential Tenancies Officer, who will investigate and issue a notice to end the tenancy. The landlord cannot charge the tenant or take legal action for the early termination.

Residential Tenancies on Reserve Lands

Generally, provincial residential tenancy laws do not apply on reserve. There is also no federal residential tenancy law that applies on reserve. Because of this, there's no single set of rules that applies to all reserves. Instead, each community has its own approach. The rules can come from different sources, such as:

- The *Indian Act;*
- A First Nation's *Indian Act* bylaws or laws under a Land Code; and
- Contracts between a landlord and tenant.

The *Indian Act* does spell out residential landlord or tenant rights. But it does set basic rules that can affect residential tenancies on reserve. Specifically:

- Reserve land is for the **collective** benefit of band members.
  - By default, the Band Council is the one deciding how reserve land is used, including rentals of any residences on reserve.
  - Non-members don't have automatic rights to live on reserve.
- Individual members can get an exclusive right to possess a parcel of reserve land, if the Band Council allots the land to the member and the Minister approves.
  - A Certificate of Possession is proof of this right.
  - Members with such exclusive rights may rent our the home on the land.
- Any lease to a non-member must be approved by the Minister.

These rules under the *Indian Act* may not apply if a community has passed a Land Code. As of late 2025, Madawaska has an operational Land Code, with Tobique, Woodstock, and Saint Mary's in the process of developing their own Land Codes.

Each First Nation may also regulate residency or housing on reserve through their own laws

They may pass such laws under the *Indian Act*, or under a Land Code. Contact your First Nation to confirm whether there are any First Nations laws applicable to your situation.

A valid lease agreement between a landlord and tenant will set each parties' rights.

A lease may be invalid if it does not follow the requirements of the *Indian Act* or any relevant First Nation law. For instances, Canadian courts have said that if a lease on reserve land needs the Minister's approval under the *Indian Act* but that approval was not given, the lease is not valid. Such informal, non-compliant leases are often called "buckshee leases".



Programs and Resources

Tenant and Landlord Relations Office
If you are unable to solve a tenant-landlord issue on your own, you can apply to the Tenant and Landlord Relations Office for assistance. You can apply online, or send printed or digital copies of completed forms to the Tenant and Landlord Relations Office by email, fax, mail, or bring the forms to a **Service New Brunswick** service centre.

PO Box 5001, Moncton, NB, EIC 8R3
1-888-762-8600
renting@gnb.ca
For more information, click here

Rural and Indigenous Housing Program
A program for households in rural communities and off-reserve Indigenous households to obtain affordable housing.

1-833-733-7835
For more information, click here

Direct-to-tenant rent benefit
The direct-to-tenant rent benefit is a shared funding initiative between the federal and provincial governments.

infochb-acl@gnb.ca
For more information, click here

Rent Bank
Grant opportunity for renters experiencing a temporary, unplanned and unavoidable financial crisis.

1-888-762-8600
renting@gnb.ca
For more information, click here

Rent Supplement Program
This program funds the difference between the rent that a household pays and the unit's market value rent.

1-833-733-7835
hnb.info@gnb.ca
For more information, click here

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