

Tenant and Landlord Responsibilities

What you need to know about eviction and notice of termination.

This is a summary of the responsibilities of tenants and landlords. It includes circumstances that could lead to an eviction notice. For details, please review your lease and the *Residential Tenancies Act*. If there is a difference between the fact sheet and the *Residential Tenancies Act* and the lease, the *Residential Tenancies Act* and the lease will apply.

This fact sheet will provide social housing tenants with information about issues that could cause them to be evicted from their housing units.

Tenants who understand their responsibilities can make choices that create a safer, healthier community.

WHAT ARE TENANT RESPONSIBILITIES?

Tenants must:

- pay their rent on time
- keep their units clean and help keep common areas tidy and free of debris
- repair any damage they or their guests cause, as soon as possible to an acceptable standard (or pay the landlord for repairing the damage) within a reasonable time after receiving a written notice to do so by the landlord
- make sure they and their guests don't disturb others in the building or a neighbour's property
- make sure they do not endanger the safety of others in the building or a neighbour's property
- respect the landlord's policies, which may include Manitoba Housing Authority (MHA) policy for safe neighborhoods, pets, parking, etc.
- notify the landlord of any decrease or increase in income or change in family members or number of family living in the unit

- respect the tenancy agreement and *The Residential Tenancies Act*

WHAT ARE LANDLORD RESPONSIBILITIES?

Landlords must:

- make sure a rental unit is reasonably safe by having proper doors and locks
- make sure the rental unit is available on the day the tenancy is to begin
- give a tenant a receipt when rent is paid in cash
- do repairs to keep the unit in good condition
- pay utility bills if utilities are included in the rent
- investigate any complaints about a tenant disturbing other tenants or neighbours
- respect the tenancy agreement and *The Residential Tenancies Act*

WHAT IS A NOTICE OF TERMINATION OR EVICTION FOR NON PAYMENT OF RENT?

If tenants do not pay their rent when it is due, on the first day of the month, they must contact the landlord to arrange a repayment plan.

When tenants have not paid the rent by the fifth day of any given month, a landlord can give a tenant a Notice of Termination. The length of time a tenant has to move, as stated in the Notice of Termination, is at the discretion of the landlord.

If the tenant does not pay the rent or move out, the landlord can ask the Residential Tenancies Branch to order the tenant to move. This is called an Application for an Order of Possession.

When either a landlord or tenant asks the Residential Tenancies Branch for help with a Notice of Termination, the other party has the right to participate in the process which is handled by the Residential Tenancies Branch Officer.

WHAT IS A LETTER OF WARNING?

Before a landlord can send a Notice of Termination for reasons other than non payment of rent, the landlord must, in most cases, give the tenant a written warning and an opportunity to fix the problem.

If the tenant fixes the problem as it is outlined in the written warning, the tenant may avoid a Notice of Termination.

If the problem is not fixed, the landlord can give the tenant notice. The length of notice is at least one rental payment period or in most cases 30 days. In certain situations, the landlord can give a notice of termination effective not earlier than five days after the notice is given, without a written warning.

Matters that can result in a five day Notice of Termination include:

If tenants violate any of the guidelines listed below, MHA can issue a Notice of Termination or MHA can have the Residential Tenancies Branch issue an Order of Possession which can be enforced through the Court of Queen's Bench and the Sheriff's Department.

SAFETY AND SECURITY

Tenants and their guests must not threaten or impair the safety of others. This includes any threat against health, safety or welfare of others. Others include tenants, people in the building who are not tenants, people living in neighbouring properties or building staff.

UNREASONABLE DISTURBANCE

Tenants and their guests must not unreasonably disturb others. Others include tenants, people on the premises who are not tenants, people living in neighboring properties and MHA staff.

TENANT DAMAGE

Tenants or their guests must not cause any damage to their rental units. When rental units are damaged, tenants will receive written notice from the landlord stating what must be done to repair the damage to an acceptable standard.

OTHER CAUSES THAT CAN RESULT IN AN EVICTION NOTICE

- changing locks or doors to a residential unit without permission
- changing locks or doors to a residential complex without permission
- failure to keep a unit clean
- overcrowding
- subletting without consent

WHAT CAN BE DONE TO AVOID A NOTICE OF TERMINATION?

Tenants must abide by their leases and any other documents provided by a landlord that outline tenant responsibilities such as the MHA's *Policy for Safe Neighborhoods*. This policy includes issues relating to threats, harassment, drug activity or any other illegal activity as good cause to terminate the tenancy. Violation of other MHA policies that could result in a Notice of Termination include pet, parking, fire detectors or use of common area etc., policies.

CAN A NOTICE OF TERMINATION BE APPEALED?

Tenants who receive a Notice of Termination from their landlord have the right to appeal it through the Residential Tenancies Branch.

NOTICES OF TERMINATION THAT CAN NOT BE APPEALED.

Eviction under *The Safer Communities and Neighbourhoods Act* can not be appealed. *The Safer Communities and Neighbourhoods Act* provides authority to evict for the following reasons:

- unlawful drug use, dealing, production or cultivation
- prostitution and related activities
- unlawful sale of intoxicating substances
- sexual exploitation of a child or related activities
- possession or storage of an unlawful firearm, weapon or explosive
- failure to comply with the Court Order under *The Safer Communities and Neighbourhoods Act* to vacate the premises. (This could result in fines and or imprisonment if found in contempt of court.)

For specific information about your tenancy agreement, contact your landlord, property manager or agent directly.

For full information about tenants' and landlords' responsibilities and to view the *Residential Tenancies Act* you can visit the Residential Tenancies Branch website or contact:

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