

## KNOW YOUR RIGHTS!!!!

As the academic year draws near, students will soon be flooding Charlottetown to look for living accommodations. With a vacancy rate which is higher than most cities in Canada, students should not have problems finding a home. However, they should still be aware of their rights in the housing hunt.

The Landlord and Tenant Act and the Rent Review Act apply to all real property, while the Rental Accommodations Regulations made under the Public Health Act describes minimum standards for quality of residential premises. These pieces of legislation outline the rights and responsibilities of landlords and tenants, and regulate rent increases. The regulations try to ensure that dwelling units are conducive to the social, physical, and mental well being of the tenants and occupants.

### Tenant Agreements:

A tenancy agreement is the agreement between an owner and an occupier for the possession of premises. It may be written, oral, expressed, or implied, as long as it is clear and both parties understand it. Decisions should be made on how many people are to live on the premises, whether pets, children, and such things as waterbeds are allowed, and if there is a parking space available. A checklist detailing the condition of the apartment should be signed by both parties after an inspection.

If the tenancy agreement is written, the landlord is to deliver it to the tenant within twenty-one days. Above all, understand the agreement before you sign it.

### Security Deposits:

A security deposit is simply money you pay a landlord, which is held in trust. If for some reason you cause the landlord to incur any expenses as a result of your actions, such as damage to the apartment, then part or all of those funds can be used to make the repairs.

The landlord must maintain the funds in a deposit account designated in trust and this is kept separate from any other funds, including personal funds. The tenants are allowed to receive

interest on the security deposit at a rate of ten percent. This interest may be paid annually, or, if the tenant desires, it may be paid on the termination of the tenancy.

If the landlord wants to keep a part of the deposit, a statement of account must be delivered to the tenant and the balance returned within ten days of ending the tenancy agreement. If the

month, to be effective on the last day of the following month, if it is a monthly tenancy. There are exceptions to this, however. The landlord may give a thirty day notice, any time during the month, if any of the following has occurred: — If the tenant is fifteen days or more behind in rent. — If the tenant or a guest has damaged the rented premises. — If the tenant fails to discontinue a

The allowable percentage of rent increase is four percent. This percentage, however, may change each year. A minimum ninety day notice period must be given before a rent increase may become effective. These notices are to be given to the tenant in writing, and in the form that is in accordance with the Landlord and Tenant Act requirements. There is not to be a rent increase more often than once every twelve months.

### Landlord Responsibilities:

Essential services such as heat, electricity, hot and cold running water, and garbage disposal facilities must be made available to the tenants by the landlords. If these are not provided, the tenant should call the Division of Community Hygiene in the Department of Health and Social Services.

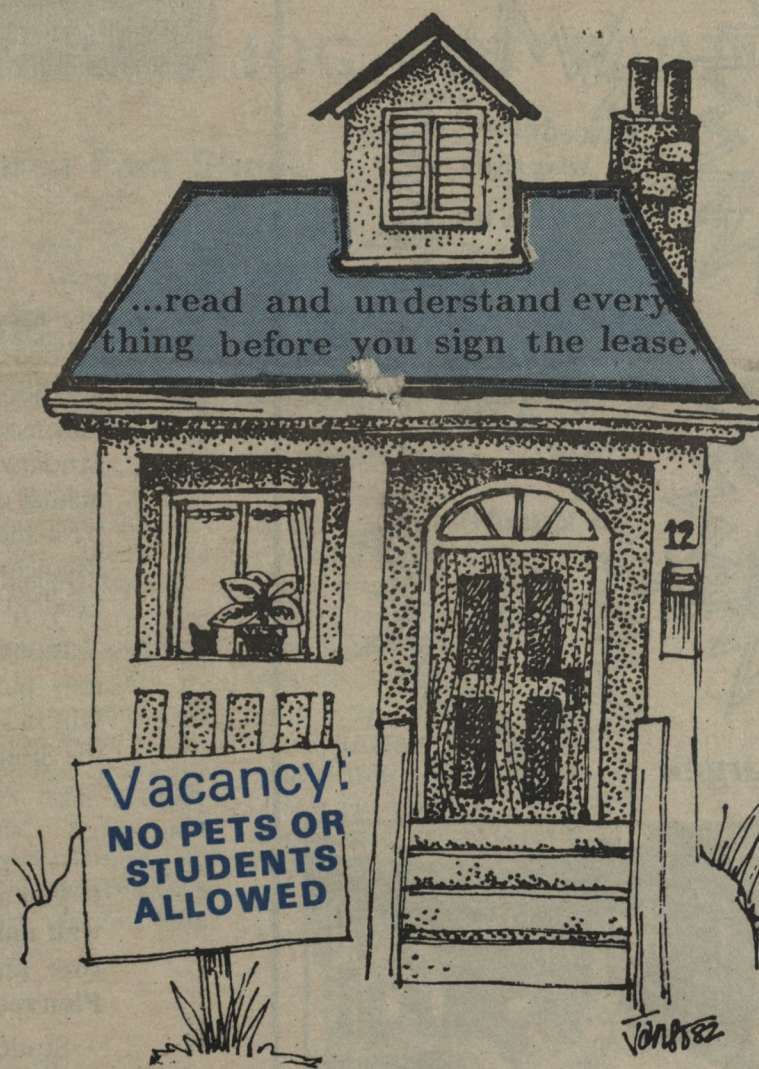
The landlord is not allowed to enter the premises unless a twenty-four hour notice is given before the time of entry, which is to be between 8:00 in the morning and 9:00 in the evening, and specified in the notice. The only exceptions to this are in cases of emergency, or with the consent of the tenant, or if the tenant abandons the premises.

If the tenant has not paid rent, the landlord is not permitted to seize the tenant's personal property or withhold the security deposit. Also, neither the landlord or the tenant are allowed to change or alter the locks on an apartment without getting consent from the other.

### Help in the Search:

The Student Services at UPEI has a list of all current rental information, including city maps and housing listing. For information regarding landlord-tenant matters, inquiries should be addressed to the Rentalsman's Office, 11 Kent Street, PO Box 2000, Charlottetown, C1A 7N8. The telephone number is 892-0311.

So remember that there are a lot of rights that every tenant has, and that the more you understand them, the better off you'll be in the long run. Happy Housing Hunting!



tenant disagrees with the statement and is unable to resolve the matter with the landlord, the tenant may apply to the Office of the Prothonotary at the Law Courts Building in Charlottetown.

If no claim is made by the landlord, the security deposit must be returned to the tenant within ten days after moving out of the premises.

### Notice to Vacate:

If the landlord wishes the tenant to vacate, a notice must be given before the last day of any

disturbance or nuisance to other residents of the building. If it is a weekly tenancy, the landlord must give notice on or before the last day of any week, to be effective on the last day of the following week. If it is a yearly tenancy, notice must be given on or before the sixtieth day before the last day of the year, to be effective on the last day of the year.

If the tenant wishes to vacate, a thirty day notice must be given anytime during the month.

### Rent Increases: