

FORM 1

STANDARD FORM OF TENANCY AGREEMENT

THIS AGREEMENT MADE this _____ day of _____, 20____,

BETWEEN:

(Landlord's name) the "Landlord"

(Landlord's mailing address)

AND:

(Tenant's name(s)) the "Tenant"

THE PARTIES AGREE THAT:

1. The Landlord will rent to the Tenant, and the Tenant will rent from the Landlord, the following rental unit:

_____ Apartment	_____ Single Family Home
_____ Portion of Duplex or Row Housing	_____ Mobile Home
_____ Room	_____ Mobile Home Site

located at _____
(Mailing address, including apartment number, of rental unit)

TERM

2. This agreement begins on the _____ day of _____, 20____, and if it is a fixed term agreement, it will end on the _____, day of _____, 20____.

RENT

3. The Tenant will pay rent at the rate of \$_____ per _____, payable on _____
(week/month)
the _____ day of each _____ by _____.
(week/month) (payment method ie. cheque, EMT)
Payments shall be delivered/mailed to: _____
(Name and address or e-mail address)

4. The following services and facilities are included in the rent (list all services and facilities):

The following services and facilities are not included in the rent and are the responsibility of the Tenant:

PREVIOUS TENANT(S)

5. The amount of rent charged to the previous Tenant(s) was: _____,
and included the following services and facilities: _____.

SECURITY DEPOSIT

6. A security deposit in the amount of \$ _____ is required to be paid by the Tenant to the
Landlord on or before _____.

EMERGENCY CONTACT INFORMATION

7. In situations where emergency repairs are required as per section 29 of the Act, the Tenant will contact:

(Name and telephone number)

THE PARTIES ACKNOWLEDGE THAT:**STATUTORY CONDITIONS**

8. The statutory conditions attached as Schedule "A" apply to this agreement.

TERMINATION

9. This Tenancy Agreement can be terminated only in accordance with the Act (see Part 4, Division 1 of the Act).
10. The Tenant may terminate this agreement by serving on the Landlord a notice of termination in accordance with the notice requirements set out in Schedule "B".
11. The Landlord may not terminate this agreement other than for a cause set out in Schedule "C".

THE PARTIES AGREE THAT:

11. The additional terms and conditions set out in Schedule "D" and initialed by both parties apply to this tenancy agreement.
12. This agreement is binding upon the Landlord and the Landlord's heirs, assigns, personal representatives, and successors in title, and the Tenant and their assigns.

(Witness)

(Landlord)

(Witness)

(Tenant)

(Witness)

(Tenant)

WITHIN 10 DAYS OF ENTERING THIS TENANCY AGREEMENT, THE LANDLORD SHALL GIVE THE TENANT A COPY OF THE SIGNED TENANCY AGREEMENT.

SCHEDULE "A"
STATUTORY CONDITIONS

RENT AND FEES

19. Tenant shall pay rent when due

- (1) A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

Receipts

- (2) A landlord shall provide a tenant with a receipt for rent paid in cash.

Landlord shall not interfere with personal property of tenant

- (3) Whether or not a tenant pays rent in accordance with the tenancy agreement, a landlord shall not
- (a) seize any personal property of the tenant; or
 - (b) prevent or interfere with the tenant's access to the tenant's personal property.

Non-application of clause (3)(a)

- (4) Clause (3)(a) does not apply if
- (a) the landlord has a court order authorizing the action;
 - (b) the landlord has the right to seize the personal property of the tenant under another enactment; or
 - (c) the tenant has abandoned the rental unit and the landlord complies with Division 6 of this Part.

20. Prohibited fees during tenancy

- (1) A landlord shall not charge
- (a) a guest fee, whether or not the guest stays overnight;
 - (b) a fee for replacement keys or other access devices if the replacement is required because the landlord changed the locks or other means of access;
 - (c) a fee in relation to any cost incurred by the landlord to repay a security deposit; or
 - (d) a fee for a service prescribed in the regulations.

Fees charged by landlord

- (2) A landlord may charge a fee for
- (a) the actual cost of replacing keys or other access devices;
 - (b) the actual cost of additional keys or other access devices requested by the tenant;
 - (c) a service fee charged by a financial institution to the landlord for the return of a tenant's cheque;
 - (d) an administration fee of not more than \$25 for the return of a tenant's cheque by a financial institution;
 - (e) a fee for services or facilities requested by the tenant, if those services or facilities are not required to be provided under the tenancy agreement; and
 - (f) a service prescribed in the regulations.

TERMINATING OR RESTRICTING SERVICES

21. Terminating or restricting services or facilities

- (1) A landlord shall not terminate or restrict a service or facility if
- (a) the service or facility is reasonably related to the tenant's use and enjoyment of the rental unit as living accommodation; or
 - (b) the service or facility is a term of the tenancy agreement.

Landlord may terminate or restrict certain services

- (2) A landlord may terminate or restrict a service or facility, other than one referred to in subsection (1), if the landlord
- (a) gives one month's written notice, in the approved form, of the termination or restriction; and
 - (b) reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

PRIVACY AND QUIET ENJOYMENT

22. Tenant's right to quiet enjoyment

A tenant is entitled to quiet enjoyment of the rental unit including, but not limited to, the right to

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit, subject only to the landlord's right to enter the rental unit in accordance with section 23; and
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

23. Landlord's right to enter rental unit restricted

A landlord shall not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 10 days before the entry;
- (b) the landlord provides written notice to the tenant at least 24 hours before the time of entry and the purpose of the entry is to
 - (i) carry out a repair or replacement or do work in the rental unit,
 - (ii) allow a potential mortgagee, insurer or appraiser of the residential property to view the rental unit, or
 - (iii) carry out an inspection of the rental unit, if
 - (A) the inspection is for the purpose of determining whether the rental unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the landlord's obligations under this Act, and
 - (B) it is reasonable to carry out the inspection;
- (c) the landlord or, with the written authorization of the landlord, the landlord's agent, requires access to the rental unit to allow a potential purchaser to view the rental unit and the landlord has given written notice to the tenant at least 24 hours before the time of entry;

- (d) the landlord provides housekeeping or related services under the terms of a tenancy agreement and the entry is for that purpose and in accordance with those terms;
- (e) the landlord has an order of the Director or, in respect of a rental unit referred to in section 6, of the Government of Canada, the Government or a municipality, or an agency of one of them, as applicable, authorizing the entry;
- (f) the tenant has abandoned the rental unit;
- (g) an emergency exists and the entry is necessary to protect the health, safety or welfare of people or to avert or limit damage to property; or
- (h) the landlord requires access to the rental unit to show the unit to a prospective tenant and
 - (i) the landlord has given written notice to the tenant at least 24 hours before the time of entry,
 - (ii) the landlord and tenant have agreed that the tenancy will end or one of them has given notice of termination to the other,
 - (iii) the entry is between the hours of 9 a.m. and 9 p.m., and
 - (iv) before entering, the landlord informs or makes a reasonable effort to inform the tenant of the intention to do so.

24. Tenant's right of access protected

A landlord shall not unreasonably restrict access to a rental unit and common areas of the residential property by

- (a) the tenant of the rental unit; or
- (b) a person permitted in the rental unit and common areas by that tenant.

25. Tenant shall not interfere with quiet enjoyment of other tenants

The tenant and any person admitted to the residential property by the tenant shall not unreasonably interfere with the rights, quiet enjoyment and reasonable privacy of a landlord or other tenants in the residential property.

ACCESS AND DOORS

26. Prohibition - changes to locks and other access

- (1) A landlord shall not change a lock or other means that give access to the rental unit or to common areas of the residential property unless the landlord provides each tenant with a new key or other means that give access to the tenant's rental unit and the common areas of the residential property as soon as practicable.

Tenant shall not change locks

- (2) A tenant shall not change a lock or other means that gives access to the rental unit or to common areas of the residential property unless the landlord agrees in writing to, or the Director has ordered, the change.

27. Security devices

A landlord shall ensure that devices necessary to make the residential property reasonably secure from unauthorized entry are installed in the rental unit, including on any door giving access to the exterior of the residential property.

REPAIR AND MAINTENANCE

28. Obligation to repair and maintain

- (1) A landlord shall provide and maintain the residential property in a state of repair that
- (a) complies with the health, safety and housing standards required by law; and
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Tenant's knowledge of non-repair irrelevant

- (2) For greater certainty, subsection (1) applies despite the tenant's knowledge of the state of repair of the residential property prior to entering into the tenancy agreement.

Tenant responsible for ordinary cleanliness

- (3) A tenant is responsible for
- (a) ordinary cleanliness of the rental unit and all areas of the residential property used exclusively by the tenant, except to the extent that the tenancy agreement expressly requires the landlord to clean it; and
 - (b) proper sorting and disposition of garbage or waste, compostable materials and recyclable materials of the tenant and any other person permitted in the rental unit by the tenant in accordance with applicable requirements.

Tenant responsible for undue damage

- (4) A tenant of a rental unit shall repair, in a good and professional manner, undue damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Tenant not responsible for reasonable wear and tear

- (5) A tenant is not required to make repairs for reasonable wear and tear to the rental unit or common areas of the residential property.

29. Emergency repairs

- (1) In this section, "**emergency repairs**" means repairs that are
- (a) urgently required;
 - (b) necessary for the health or safety of anyone or for the preservation or use of a residential property; and
 - (c) made for the purpose of repairing
 - (i) leaks in pipes or the roof,
 - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (iii) the heating system,
 - (iv) damaged or defective stairs and entrances,
 - (v) damaged or defective locks or devices that give access to a rental unit,
 - (vi) the electrical system, or
 - (vii) in prescribed circumstances, a rental unit or residential property.

Notice by tenant

- (2) A tenant of a rental unit shall provide notice as soon as practicable to the landlord or the contact person referred to in subsection (3) when emergency repairs are needed to the rental unit.

Landlord shall provide contact information for repair person

- (3) The landlord shall provide the name and contact information of a person the tenant is to contact for emergency repairs and shall post that information in a common area of the residential property.

Tenant may have emergency repairs made

- (4) A tenant may have emergency repairs made only when all of the following conditions are met:
- (a) emergency repairs are needed;
 - (b) the tenant has made reasonable attempts to provide notice of the need for emergency repairs to the contact person referred to in subsection (3);
 - (c) following those attempts, the tenant has given the landlord reasonable time to make the repairs.

Landlord may take over repair

- (5) A landlord may take over completion of an emergency repair at any time.

Landlord shall reimburse tenant

- (6) A landlord shall reimburse a tenant within seven days for amounts paid for emergency repairs if the tenant
- (a) claims reimbursement for those amounts from the landlord in writing; and
 - (b) gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

Non-application of subsection (6)

- (7) Subsection (6) does not apply to amounts claimed by a tenant for repairs about which the Director, on application, finds that one or more of the following applies:
- (a) the tenant made the repairs before one or more of the conditions in subsection (4) were met;
 - (b) the tenant has not provided the account and receipts for the repairs as required under clause (6)(b);
 - (c) the amounts represent more than a reasonable cost for the repairs;
 - (d) the emergency repairs are for damage caused primarily by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Application to the Director

- (8) Where a landlord does not reimburse a tenant as required under subsection (6), the tenant may make an application to the Director under section 75 to recover the amount to be reimbursed.

ASSIGNING OR SUBLETTING RENTAL UNIT**30. Tenant may sublet or assign rental unit with landlord's consent**

- (1) A tenant may, with the written consent of the landlord, sublet or assign a rental unit or part of a rental unit to another person.

Landlord shall not unreasonably withhold consent

- (2) A landlord shall not arbitrarily or unreasonably withhold consent to a sublet or assignment of a rental unit or part of it.

Landlord may withhold consent

- (3) A landlord may withhold consent if it appears to the landlord that the proposed sublet or assignment of the rental unit or part of it would result in an unreasonable number of persons occupying the rental unit or part of it.

Landlord shall not charge fee

- (4) A landlord shall not charge a fee in excess of expenses actually incurred by the landlord in relation to giving consent under subsection (1).

Consequences of assignment

- (5) Where a tenant has assigned a rental unit to another person, the tenancy agreement continues to apply on the same terms and conditions, and
- (a) the new tenant is liable to the landlord for any breach of the new tenant's obligations and may enforce against the landlord any of the landlord's obligations under the tenancy agreement or this Act, if the breach or obligation relates to the period after the assignment, whether or not the breach or obligation also related to a period before the assignment;
 - (b) the former tenant is liable to the landlord for any breach of the former tenant's obligations and may enforce against the landlord any of the landlord's obligations under the tenancy agreement or this Act, if the breach or obligation relates to the period before the assignment; and
 - (c) if the former tenant has started a proceeding under this Act before the assignment and the benefits or obligations of the new tenant may be affected, the new tenant may join in or continue the proceeding.

Consequences of subletting

- (6) Where a tenant has sublet a rental unit to another person
- (a) the tenant remains entitled to the benefits and is liable to the landlord for the breaches of the tenant's obligations under the tenancy agreement or this Act during the subtenancy; and
 - (b) the subtenant is entitled to the benefits and is liable to the tenant for the breaches of the subtenant's obligations under the subletting agreement or this Act during the subtenancy.

Overholding subtenant

- (7) A subtenant has no right to occupy the rental unit after the end of the subtenancy.

Rent payable under a sublet

- (8) A tenant
- (a) shall not charge a subtenant more rent than is payable under the tenancy agreement; and
 - (b) where the tenant and the subtenant occupy the rental unit, shall not charge the subtenant more rent than the amount represented by the rent payable under the tenancy agreement, either
 - (i) divided by the number of tenants during the subtenancy, or
 - (ii) apportioned among the tenants in a manner agreed to by them.

Application to the Director - tenant

- (9) A tenant may, within 10 days of the alleged conduct, make an application to the Director under section 75 for an order determining that the landlord has arbitrarily or unreasonably withheld consent to the assignment or sublet of a rental unit.

Application to Director - landlord

- (10) A landlord may, within 10 days of the alleged conduct, make an application to the Director under section 75 for an order determining that
- (a) the tenant has sublet or assigned the rental unit without the landlord's written consent; or
 - (b) the tenant is charging the subtenant more rent than is permitted under subsection (8).

ADDITIONAL PROVISIONS RESPECTING MOBILE HOMES

31. Interpretation

A reference in this section and in sections 32 to 37, section 44, Part 4 and section 107 to a tenant's mobile home shall be interpreted as a reference to a mobile home owned by the tenant and located on a mobile home site owned by the landlord with whom the tenant has a tenancy agreement.

32. Fees to cover expenses

The landlord of a mobile home park shall not charge a fee for the following matters, except to the extent of the landlord's reasonable out-of-pocket expenses incurred with regard to those matters:

- (a) the entry or exit of a mobile home into a mobile home park;
- (b) the installation of a mobile home in a mobile home park;
- (c) the removal of a mobile home from a mobile home park;
- (d) the testing of water or sewage in a mobile home park.

33. Tenant's right to sell, lease, etc.

- (1) Except for withholding, on reasonable grounds, consent to a subletting of the mobile home site, the landlord shall not restrict in any way the right of the tenant of the mobile home site to sell, lease or otherwise deal with the possession of the mobile home owned by the tenant.

Landlord may act as agent

- (2) A landlord may act as the agent of a tenant in negotiations to sell or lease a mobile home only in accordance with a written agency contract between the tenant and the landlord entered into for the purpose of beginning those negotiations.

Compensation prohibited

- (3) A landlord referred to in subsection (2) shall not receive any compensation from the tenant in the negotiations to sell or lease the mobile home unless the compensation is provided for in the written agency contract between the tenant and the landlord.

Void term

- (4) A provision in a tenancy agreement requiring a tenant who owns a mobile home to use the landlord as an agent for the sale of the mobile home is void and of no effect.

34. No right of first refusal

A provision in a tenancy agreement with respect to a mobile home that prohibits the tenant from selling the mobile home without first offering to sell it to the landlord is void and of no effect.

35. Restraint of trade prohibited

- (1) A landlord shall not restrict the right of a tenant to purchase goods or services from a person of the tenant's choice, except as provided in subsection (2).

Standards

- (2) A landlord may set reasonable standards for mobile home equipment.

36. Landlord's responsibilities

In addition to a landlord's obligations under section 28, a landlord of a mobile home park is responsible for

- (a) removing or disposing of garbage or waste, compostable materials and recyclable materials or ensuring the availability of a means for removing or disposing of them in the mobile home park at reasonable intervals;
- (b) maintaining roads in the mobile home park in a good state of repair;
- (c) removing snow from roads in the mobile home park;
- (d) maintaining the water supply, sewage disposal, fuel, drainage and electrical systems in the mobile home park in a good state of repair;
- (e) maintaining the mobile home park grounds and all buildings, structures, enclosures and equipment intended for the common use of tenants in a good state of repair;
- (f) repairing damage to a tenant's property, if the damage is caused by the wilful or negligent conduct of the landlord;
- (g) providing a written copy of rules of the mobile home park, if any, to the tenant before the agreement is signed; and
- (h) any other requirements specified in the regulations.

37. Tenant's responsibilities

A tenant of a mobile home site is responsible for ensuring that the mobile home complies with any municipal bylaw or other enactment that applies to the mobile home and the mobile home site on which it is located to the extent that the landlord is not responsible.

SCHEDULE “B”

Notice Requirements

53. Form and content of notice of termination

In order to be effective, a notice of termination shall be in writing and shall

- (a) be signed and dated by the landlord or tenant giving the notice;
- (b) give the address of the rental unit;
- (c) state the effective date of the notice;
- (d) except for a notice of termination under section 56, state the grounds for ending the tenancy;
- (e) be given to the other party in accordance with section 100; and
- (f) when given by a landlord, be in the approved form.

Division 2 –Tenant’s Notice

55. Notice for weekly tenancy

- (1) A tenant may end a week-to-week periodic tenancy by giving the landlord a notice of termination effective on a date that
 - (a) is not earlier than seven days after the date the landlord receives the notice; and
 - (b) is the day before the day that rent is payable under the tenancy agreement.

Notice for monthly or other periodic tenancy

- (2) A tenant may end a month-to-month or other periodic tenancy by giving the landlord a notice of termination effective on a date that
 - (a) is not earlier than one month after the date the landlord receives the notice; and
 - (b) is the day before the day that rent is payable under the tenancy agreement.

Notice for fixed-term tenancy

- (3) A tenant may end a fixed-term tenancy by giving the landlord a notice of termination effective on a date that
 - (a) is not earlier than one month after the date the landlord receives the notice;
 - (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy; and
 - (c) is the day before the day that rent is payable under the tenancy agreement.

Requirements of notice

- (4) In giving a notice of termination under this section, a tenant shall comply with the requirements of section 53.

56. Tenant's notice - family violence

- (1) In this section,
 - (a) “**family violence**” has the same meaning as in the *Victims of Family Violence Act* R.S.P.E.I. 1988, Cap. V-3.2; and
 - (b) “**dependent**” means a child of the tenant or any other person who is dependent on the tenant for maintenance and support.

Tenant may give notice of termination for family violence or abuse

- (2) A tenant may end a tenancy agreement by giving a notice of termination to the landlord in accordance with this section if
- (a) the tenant is deemed under subsection (5) to have experienced family violence or another form of abuse; or
 - (b) a dependent residing with the tenant is deemed under subsection (5) to have experienced family violence or another form of abuse.

Period of notice

- (3) A tenant under this section may end a tenancy by giving the landlord a notice of termination effective on a date that
- (a) is not earlier than one month after the date the landlord receives the notice; and
 - (b) is the day before the day that rent is payable under the tenancy agreement.

Requirements of notice

- (4) In giving a notice of termination under subsection (1), a tenant shall comply with the requirements of section 53 and shall also provide either
- (a) a copy of an order specified in clause (5)(a) or (b); or
 - (b) a copy of a statement described in clause (5)(c).

Tenant deemed to have experienced family violence or abuse

- (5) For the purpose of subsection (2), a tenant or a dependent residing with the tenant is deemed to have experienced family violence or another form of abuse if
- (a) an emergency protection order under the *Victims of Family Violence Act* is in place to prevent a person, who is alleged to have committed family violence against the tenant or a dependent residing with the tenant, from contacting or communicating with the tenant or the dependent, or from attending the residential property;
 - (b) a recognizance, peace bond or other court order is in place to prevent a person, who is alleged to have committed family violence against the tenant or a dependent residing with the tenant, from contacting or communicating with the tenant or the dependent, or from attending the residential property; or
 - (c) the tenant alleges an act or omission committed by a person against the tenant or a dependent residing with the tenant constituted abuse, and the statement from the tenant complies with the requirements prescribed in the regulations.

Persons against whom order or allegation made

- (6) For the purposes of this section, the person against whom an order or statement referred to in subsection (5) was made shall be
- (a) a spouse or former spouse of the tenant or the tenant's dependent;
 - (b) a person who is or has been in a sexual relationship with the tenant or the tenant's dependent, whether or not they are in the relationship at the time the tenant gives notice;
 - (c) a person who is or has been in a dating relationship with the tenant or the tenant's dependent, whether or not they are in the relationship at the time the tenant gives notice; or
 - (d) a person who resides in the rental unit.

Confidentiality

- (7) A landlord shall ensure that any information received in connection with a notice provided under this section is kept confidential unless the landlord is required or permitted to disclose that information
- (a) under this Act or any other Act or regulations; or
 - (b) for the purpose of complying with a subpoena, warrant or order issued or made by a court, person or body with jurisdiction to compel the production of information.

Entry to show unit to prospective tenants

- (8) Despite section 23, a landlord to whom a notice is given under subsection (2) with respect to a rental unit shall not enter the rental unit to show the unit to prospective tenants until the tenant or all the joint tenants, as applicable, have vacated the unit in accordance with the notice.

Advertising rental unit

- (9) A landlord to whom a notice is given with respect to a rental unit under subsection (2) shall not advertise the unit for rent
- (a) during the notice period, unless the rental unit is not specified in the advertisement and cannot otherwise be identified from the advertisement;
 - (b) until the tenant or all the joint tenants, as applicable, have vacated the rental unit in accordance with the notice; or
 - (c) if the tenant or joint tenants, as applicable, do not vacate the rental unit in accordance with the notice, until the tenancy has otherwise been terminated.

56.1 Tenant's notice - order of Commission

- (1) In this section,
- (a) "discrimination" means discrimination as defined in the *Human Rights Act* R.S.P.E.I 1988, Cap. H-12;
 - (b) "Commission" means the Human Rights Commission established under the *Human Rights Act*.

Tenant may give notice of termination

- (2) A tenant may end a tenancy agreement by giving a notice of termination to the landlord in accordance with this section if the tenant or a dependant residing with the tenant has obtained an order of the Commission under the *Human Rights Act* that makes a finding of discrimination against the landlord in respect of the tenant or the dependant.

Period of notice

- (3) A tenant may end a tenancy under this section by giving the landlord a notice of termination effective on a date that
- (a) is not earlier than one month after the date the landlord receives the notice; and
 - (b) is the day before the day that rent is payable under the tenancy agreement.

Requirements of notice - copy of order of Commission

- (4) In giving a notice of termination under subsection (2), a tenant shall comply with the requirements of section 53, and shall provide a copy of the order of the Commission to the landlord.

Entry to show unit to prospective tenants

- (5) Despite section 23, a landlord to whom a notice is given under subsection (2) with respect to a rental unit shall not enter the rental unit to show the unit to prospective tenants until the tenant or all the joint tenants, as applicable, have vacated the unit in accordance with the notice.

57. Tenant's notice due to illness or long-term care

- (1) A tenant may end a tenancy agreement by giving a notice of termination to the landlord under the following circumstances:
- (a) the tenant's income is reduced as a result of ill health, and the notice to the landlord is accompanied by evidence of the tenant's reduction in income;
 - (b) the income of a person who has been providing financial assistance towards the payment of the tenant's rent is no longer able to provide financial assistance due to ill health, and the notice to the landlord is accompanied by evidence of the ill health of the person who has been providing financial assistance;
 - (c) the tenant is required to reside with a family member because of the ill health of the family member, and the notice to the landlord is accompanied by evidence of the ill health of the family member;
 - (d) the tenant is admitted permanently into a facility that provides care for the aged or those in ill health, and the notice to the landlord is accompanied by evidence of the tenant's admission into the facility;
 - (e) the tenant dies and the notice to the landlord is accompanied by evidence of the tenant's death;
 - (f) other circumstances specified in the regulations.

Period of notice for fixed term tenancy

- (2) A tenant may end a fixed term tenancy under this section by giving the landlord a notice of termination effective on a date that
- (a) is not earlier than one month after the date the landlord receives the notice; and
 - (b) is the day before the day that rent is payable under the tenancy agreement.

Requirements of notice

- (3) In giving a notice of termination under this section, a tenant shall comply with the requirements of section 53.

Confidentiality

- (4) A landlord shall ensure that any information received in connection with a notice given by a tenant under this section is kept confidential unless the landlord is required or permitted to disclose the information
- (a) under this Act or another Act; or
 - (b) for the purpose of complying with a subpoena, warrant or order issued or made by a court, person or body with jurisdiction to compel the production of information.

Retention, secure destruction

- (5) A landlord shall retain the information referred to in subsection (4) for not longer than 60 days and at the end of the retention period shall ensure that the information is securely destroyed.

58. Termination by one of a group of tenants

Where a fixed-term tenancy is terminated under section 56 or 57 by one of two or more tenants who are subject to the same tenancy agreement, the remaining tenant or tenants shall also vacate the rental unit, unless the remaining tenant or tenants enter into a new tenancy agreement with the landlord.

59. Application respecting contravention

Where a landlord contravenes the obligations set out in sections 22 to 24 and 26 to 29, a material term of the tenancy agreement or a statutory condition set out in Part 2, the tenant may make an application to the Director under section 75 for an order as specified under subsection 85(1).

SCHEDULE “C”
Division 3 - Landlord’s Notice

60. Landlord’s notice for non-payment of rent

- (1) A landlord may end a tenancy if rent is unpaid after the day it is due, by giving a notice of termination effective on a date that is not earlier than 20 days after the date the tenant receives the notice.

Form of notice

- (2) In giving a notice of termination under this section, a landlord shall comply with the requirements of section 53.

Non-application of section

- (3) A notice of termination under this section has no effect if the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from the rent.

Tenant may dispute notice or pay unpaid rent

- (4) Within 10 days after receiving a notice of termination under this section, the tenant may
- (a) pay the overdue rent, in which case the notice of termination has no effect; or
 - (b) dispute the notice of termination by making an application to the Director under section 75.

Tenant presumed to accept notice

- (5) Where a tenant who has received a notice of termination under this section does not pay the rent or make an application to the Director in accordance with subsection (4), the tenant
- (a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and
 - (b) shall vacate the rental unit by that date.

Unpaid utilities

- (6) A landlord may treat unpaid utility charges as unpaid rent and may give a notice of termination under this section where
- (a) a tenancy agreement requires the tenant to pay utility charges to the landlord; and
 - (b) the utility charges are unpaid more than one month after the tenant is given a written demand for payment of them.

61. Landlord’s notice for cause

- (1) A landlord may end a tenancy by giving a notice of termination where one or more of the following applies:
- (a) the tenant does not pay the security deposit within 10 days of the date it is required to be paid under the tenancy agreement;
 - (b) the tenant is repeatedly late in paying rent;
 - (c) there is an unreasonable number of occupants in the tenant’s rental unit;
 - (d) the tenant or a person permitted on the residential property by the tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

- (iii) put the landlord's property at significant risk;
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
 - (i) has caused or is likely to cause damage to the landlord's property,
 - (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
 - (iii) has jeopardized or is likely to jeopardize a lawful right or interest of the landlord or another occupant;
- (f) the tenant or a person permitted on the residential property by the tenant has caused unreasonable damage to a rental unit or the residential property;
- (g) the tenant does not repair damage to the rental unit or residential property, as required under section 28(4), within a reasonable time;
- (h) the tenant
 - (i) has failed to comply with a material term of the tenancy agreement, and
 - (ii) has not corrected the situation within a reasonable time after the landlord has given written notice to do so;
- (i) the tenant purports to assign or sublet the rental unit without first obtaining the landlord's written consent as required by section 30;
- (j) the tenant knowingly gives false information about the residential property to a prospective tenant, a purchaser viewing the residential property or another person;
- (k) the rental unit is required to be vacated to comply with an order of a federal, Prince Edward Island or municipal government authority;
- (l) the tenant has not complied with an order of the Director within 10 days of the later of
 - (i) the date the tenant receives the order, or
 - (ii) the date specified in the order for the tenant to comply with the order.

Exception for family violence

- (2) Subsection (1) does not apply if
 - (a) the conduct complained of relates to an act specified in clause (1)(d), (e) or (f);
 - (b) the act specified in clause (1)(d), (e) or (f) occurred in connection with the commission of family violence as defined in section 56; and
 - (c) an order specified in clause 56(5)(a) or (b) is in effect against the person who committed the act, or the tenant has provided a statement in accordance with clause 56(5)(c).

Period of notice

- (3) A notice of termination under this section shall end the tenancy effective on a date that is
 - (a) not earlier than one month after the date the notice is received; and
 - (b) the day before the day that rent is payable under the tenancy agreement.

Form of notice

- (4) In giving a notice of termination under this section, a landlord shall comply with the requirements of section 53.

Tenant may dispute notice

- (5) A tenant may dispute a notice of termination under this section by making an application to the Director under section 75 within 10 days after the date the tenant receives the notice.

Tenant presumed to accept notice

- (6) Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (5), the tenant
- (a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and
 - (b) shall vacate the rental unit by that date.

Landlord may request earlier termination date

- (7) Despite subsection (3), a landlord who wishes to give notice of termination under subsection (1) may make an application to the Director to request an order
- (a) ending a tenancy on a date that is earlier than the tenancy would end if the notice of termination were given under subsection (1); and
 - (b) granting the landlord an order of possession in respect of the rental unit.

Requirements for earlier period of notice

- (8) The Director shall grant an application under subsection (7) only if the Director is satisfied that
- (a) the tenant or a person permitted on the residential property by the tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant,
 - (iii) put the landlord's property at significant risk,
 - (iv) engaged in illegal activity that
 - (A) has caused or is likely to cause damage to the landlord's property,
 - (B) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord,
 - (v) caused unreasonable damage to the residential property, or
 - (vi) frustrated the tenancy agreement; and
 - (b) it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice of termination under subsection (1) to take effect.

Landlord not required to provide notice

- (9) Where the Director makes an order under subsection (7), it is unnecessary for the landlord to give the tenant a notice of termination.

62. Landlord's notice for landlord's use of property

- (1) A landlord who is an individual may end a tenancy by giving a notice of termination if the landlord in good faith requires possession of the rental unit for the purpose of residential occupation for a period of at least one year by
- (a) the landlord;
 - (b) the landlord's spouse;
 - (c) a child, parent or a dependent of the landlord or the landlord's spouse; or

- (d) a person who provides or will provide care services to the landlord, the landlord's spouse, or a child, parent or dependent of the landlord or the landlord's spouse, if the person receiving the care services resides or will reside in the residential property or mobile home park in which the rental unit is located.

Period of notice

- (2) The date for termination specified in the notice of termination shall be at least four months after the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

Form of notice

- (3) In giving a notice of termination under this section, a landlord shall comply with the requirements of section 53.

Tenant may dispute notice

- (4) A tenant may dispute a notice of termination given under subsection (1) by making an application to the Director under section 75 within one month after the date the tenant receives the notice.

Tenant presumed to accept notice

- (5) Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (4), the tenant
 - (a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and
 - (b) shall vacate the rental unit by that date.

63. Landlord's notice when purchaser personally requires unit

- (1) A landlord of a residential property that contains fewer than three rental units who has entered into an agreement of purchase and sale of the residential property may, on behalf of the purchaser, give the tenant of a rental unit in the residential property a notice of termination if the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation by
 - (a) the purchaser;
 - (b) the purchaser's spouse;
 - (c) a child, parent or a dependent of the purchaser or the purchaser's spouse; or
 - (d) a person who provides or will provide care services to the purchaser, the purchaser's spouse, or a child, parent or dependent of the purchaser or the purchaser's spouse, if the person receiving the care services resides or will reside in the residential property or mobile home park in which the rental unit is located.

Condominium

- (2) Subject to subsection (8), where a landlord who is an owner of a unit, as those terms are defined in the *Condominium Act* R.S.P.E.I. 1988, Cap. C-16, that is a rental unit, has entered into an agreement of purchase and sale of the unit, the landlord may, on behalf of the purchaser, give the tenant of the rental unit a notice of termination if the purchaser in good faith requires possession of the rental unit for the purpose of residential occupation by
 - (a) the purchaser;
 - (b) the purchaser's spouse;
 - (c) a child, parent or a dependent of the purchaser or the purchaser's spouse; or

- (d) a person who provides or will provide care services to the purchaser, the purchaser's spouse, or a child, parent or dependent of the purchaser or the purchaser's spouse, if the person receiving the care services resides or will reside in the residential property in which the rental unit is located.

Affidavit required

- (3) A notice of termination under subsection (1) or (2) is valid only if the tenant has been provided with a sworn affidavit certifying that the purchaser in good faith requires possession of the rental unit for a purpose set out in subsection (1) or (2).

Period of notice

- (4) The date for termination specified in a notice of termination given under subsection (1) or (2) shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term, and
 - (a) for the purposes of clauses (1)(a) and (2)(a), shall be at least two months after the notice is given; and
 - (b) for the purposes of clauses (1)(b) to (d) and (2)(b) to (d), shall be at least four months after the notice is given.

Form of notice

- (5) In giving a notice of termination under this section, a landlord shall comply with the requirements of section 53.

Tenant may dispute notice

- (6) A tenant may dispute a notice of termination given under subsection (1) by making an application to the Director under section 75 within one month after the date the tenant receives the notice.

Tenant presumed to accept notice

- (7) Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (6), the tenant
 - (a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and
 - (b) shall vacate the rental unit by that date.

64. Landlord's notice for demolition, conversion, repairs, renovations

- (1) A landlord may give a notice of termination if the landlord, after obtaining all necessary permits and approvals as required by law, requires possession of the rental unit in order to
 - (a) demolish the rental unit;
 - (b) convert the rental unit to a non-residential use; or
 - (c) subject to the approval of the Director under subsection (2), do repairs or renovations to the rental unit that are so extensive that they require vacant possession of the rental unit.

Director's approval required

- (2) Before giving notice for the purpose of clause (1)(c), the landlord shall apply to the Director in accordance with the regulations, providing the information specified by the regulations, and request the Director's approval to provide the notice to the tenant.

Period of notice

- (3) The date for termination specified in the notice of termination shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term, and

- (a) where the notice of termination is for a purpose under clause (1)(a) or (b), shall be at least six months after the notice is given; and
- (b) where the notice of termination has been approved by the Director for a purpose under clause (1)(c), shall be at least six months after the date of the Director's approval or the date the notice is given to the tenant, whichever is later.

Period of notice for mobile home

- (4) Where a notice of termination is given under this section with respect to a tenancy agreement between the landlord and a tenant who owns a mobile home, the date for termination specified in the notice of termination shall, despite subsection (3), be at least 12 months after the date the notice is given and shall be the day a period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

Form of notice

- (5) In giving a notice of termination under this section, a landlord shall comply with the requirements of section 53.

Tenant may dispute notice

- (6) A tenant may dispute a notice of termination given under subsection (1) by making an application to the Director under section 75 within one month after the date the tenant receives the notice.

Tenant presumed to accept notice

- (7) Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (6), the tenant
 - (a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and
 - (b) shall vacate the rental unit by that date.

Clause Suspended

- (8) Clause (1)(c) has no force and effect from the date upon which this subsection comes into force until November 1, 2023.

Exception

- (9) Subsection (8) does not apply where the repairs or renovations are necessary to protect or preserve the residential property or to protect the health and safety of persons.

65. Notice given in bad faith

- (1) A former tenant may make an application to the Director under section 75 to determine whether a landlord gave a notice of termination under sections 62, 63 or 64 in bad faith.

Time limitation

- (2) No application may be made under subsection (1) more than one year after the former tenant vacated the rental unit.

Previous determination of good faith

- (3) In determining an application under subsection (1), the Director may find that the landlord gave a notice of termination in bad faith despite a previous finding to the contrary.

Presumption

- (4) For the purposes of an application under subsection (1), it is presumed, unless the contrary is proven on a balance of probabilities, that a landlord gave a notice of termination under section 62 in bad faith if, at any time during the period described in subsection (5), the landlord
- (a) advertises the rental unit for rent;
 - (b) enters into a tenancy agreement in respect of the rental unit with someone other than the former tenant; or
 - (c) advertises the rental unit, or the residential property that contains the rental unit, for sale.

Period

- (5) The period referred to in subsection (4) is the period that
- (a) begins on the day the landlord gives the notice of termination under section 62; and
 - (b) ends one year after the former tenant vacates the rental unit.

Order when notice brought in bad faith

- (6) Where the Director determines that a landlord gave notice of termination in bad faith, the Director may issue one or more of the following orders:
- (a) an order that the landlord pay a specified sum to the former tenant for
 - (i) all or any portion of any increased rent that the former tenant has incurred or will incur for a one-year period after vacating the rental unit, and
 - (ii) reasonable out-of-pocket moving, storage and other similar expenses that the former tenant has incurred or will incur;
 - (b) an order for an abatement of rent;
 - (c) an order that the landlord pay to the Director an administrative monetary penalty in an amount not exceeding \$10,000; or
 - (d) any other order that the Director considers appropriate.

66. Landlord's notice for end of employment

- (1) A landlord may end the tenancy of a person employed as a caretaker, manager or superintendent of the residential property of which the rental unit is a part by giving a notice of termination of the tenancy where
- (a) the rental unit was rented or provided to the tenant for the term of the tenant's employment;
 - (b) the tenant's employment as a caretaker, manager or superintendent is ended; and
 - (c) the landlord intends in good faith to rent or provide the rental unit to a new caretaker, manager or superintendent.

Employer's notice for end of employment

- (2) An employer may end the tenancy of an employee in respect of a rental unit rented or provided by the employer to the employee to occupy during the term of employment by giving a notice of termination of the tenancy where the employment is ended.

Period of notice

- (3) A notice of termination under this section shall end the tenancy effective on a date that is
- (a) not earlier than one month after the date the tenant receives the notice;
 - (b) not earlier than the last day the tenant is employed by the landlord; and
 - (c) the day before the day that rent is payable under the tenancy agreement.

Form of notice

- (4) In giving a notice of termination under this section, a landlord shall comply with the requirements of section 53.

Tenant may dispute notice

- (5) A tenant may make an application to the Director under section 75 to dispute a notice of termination under this section within 10 days after the date the tenant receives the notice.

Tenant presumed to accept notice

- (6) Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (5), the tenant
- (a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination; and
 - (b) shall vacate the rental unit by that date.

67. Landlord's notice when tenant ceases to qualify for rental unit

- (1) In this section,
- (a) “**public housing body**” means a person or organization prescribed by the regulations;
 - (b) “**subsidized rental unit**” means a rental unit that is
 - (i) operated by, or on behalf of, a public housing body, and
 - (ii) occupied by a tenant who was required to demonstrate that the tenant, or another occupant, met eligibility criteria related to income, number of occupants, health or other similar criteria before entering into the tenancy agreement in relation to the rental unit.

Landlord may give notice

- (2) Where provided for in the tenancy agreement, a landlord may end the tenancy of a subsidized rental unit by giving a notice of termination if the tenant or other occupant, as applicable, ceases to qualify for the rental unit.

Period of notice

- (3) Unless the tenant agrees in writing to an earlier date, a notice of termination under this section shall end the tenancy on a date that is
- (a) not earlier than four months after the date the notice is received;
 - (b) the day before the day that rent is payable under the tenancy agreement; and
 - (c) if the tenancy agreement is a fixed-term tenancy agreement, not earlier than the date specified as the end of the tenancy.

Form of notice

- (4) In giving a notice of termination under this section, a landlord shall comply with the requirements of section 53.

Tenant may dispute notice

- (5) A tenant may make an application to the Director under section 75 to dispute a notice of termination under this section within one month after the date the tenant receives the notice.

Tenant presumed to accept notice

- (6) Where a tenant who has received a notice of termination under this section does not make an application to the Director in accordance with subsection (5), the tenant
- (a) is deemed to have accepted that the tenancy ends on the effective date of the notice of termination;
and
 - (b) shall vacate the rental unit by that date.

SCHEDULE “D”

The following additional terms or conditions form part of the Form 1 – Standard Form of Tenancy Agreement between _____ and _____.

These additional terms or conditions may not conflict with the requirements of the Act and must be initialed by both the Landlord and Tenant.

Landlord's initials

Tenant's initials