

FORM 2
APPLICATION FOR ENFORCEMENT OF STATUTORY OR
OTHER CONDITIONS OF RENTAL AGREEMENT

(Pursuant to Section 8 of the *Rental of Residential*
Property Act and Section 4 of the Regulations)

TO: The Director of Residential Rental Property
P.O. Box 577
Charlottetown, PE C1A 7L1
Telephone: (902) 892-3501 or 1-800-501-6268

RE: The residential premises located at

1. I believe that the following statutory or other condition of the Rental Agreement is not being complied with:

* Statutory Condition Number _____ Other Condition _____

Particulars _____

2. I am seeking the following remedy by way of:

- _____ (a) an order to prohibit the discontinuance of the service in question;
 - _____ (b) an order to authorize the discontinuance of the service and make an appropriate adjustment to the rent;
 - _____ (c) an order to authorize the subletting or assignment of the rental agreement;
 - _____ (d) an order to authorize the termination of the rental agreement;
 - _____ (e) a finding that rent is owed;
 - _____ (f) a finding that the security deposit, or part thereof, should be forfeited or returned;
 - _____ (g) an order that an amount found to be owed be paid;
 - _____ (h) an order that possession of the residential premises be surrendered to the lessor and directing the sheriff to put the lessor in possession.
 - _____ (i) (other) _____
- _____
- _____

3. The name, address and telephone number of the Lessor is:

Name: _____

Address: _____

Postal Code: _____ Tel. : _____

4. The name, address and telephone number of the Lessee is:

Name: _____

Address: _____

Postal Code: _____ Tel. : _____

DATED this _____ day of _____, 20____.

Signature: _____

* See reverse for the statutory/other conditions which apply to rental agreements for residential premises.

STATUTORY CONDITIONS

6. Notwithstanding any agreement, waiver, declaration or other statement to the contrary, where the relationship of lessor and lessee exists in respect of residential premises by virtue of this Act or otherwise, there shall be deemed to be a rental agreement between the lessor and lessee, with the following conditions applying as between the lessor and lessee as statutory conditions governing the residential premises:

1. Condition of Premises

The lessor shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any enactment respecting standards of health, safety or housing notwithstanding any state of non-repair that may have existed at the time the agreement was entered into.

2. Services

Where the lessor provides or pays for a service or facility to the lessee that is reasonably related to the lessee's continued use and enjoyment of the premises, such as heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the lessor shall not discontinue providing or paying for that service to the lessee without permission from the Director.

3. Good Behaviour

The lessee and any person admitted to the premises by the lessee shall conduct themselves in such a manner as not to interfere with the possession, occupancy or quiet enjoyment of other lessees.

4. Obligation of the Lessee

The lessee shall be responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by any wilful or negligent act of the lessee or of any person whom the lessee permits on the premises, but not for damage caused by normal wear and tear.

5. Subletting Premises

Where a fixed term rental agreement is for a period greater than six months, the lessee may assign or sublet the premises subject to the consent of the lessor, which consent will not unreasonably be withheld or charged for unless the lessor has actually incurred expense in respect of the grant of consent, in which case he shall be entitled to recover such reasonable expenses as were actually incurred.

Subsection (1) does not apply to

- (a) a rental agreement in respect of residential premises that are developed under the *National Housing Act* R.S.C. 1985, Chap. N-11 or the *Housing Corporation Act* R.S.P.E.I. 1988, Cap. H-11 and are administered by or for the Government of Canada, the Government of the province, or an agency thereof;
- (b) non-profit housing; or
- (c) co-operative housing where the lessee is a member of the housing co-operative.

6. Entry of Premises

Except in the case of an emergency, the lessor shall not enter the premises without the consent of the lessee unless the lessor has served written notice stating the date and time of the entry to the lessee at least twenty-four hours in advance of the entry and the time stated is between the hours of 9 a.m. and 9 p.m.

7. Entry Doors

Except by mutual consent, the lessor or the lessee shall not during occupancy under the rental agreement alter or cause to be altered the lock or locking system on any door that gives entry to the premises.

8. Late Payment Penalty

Where the rental agreement contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

Note - Statutory Conditions are continued on next page

STATUTORY CONDITIONS RESPECTING MOBILE HOMES AND SITES

7. In addition to the statutory conditions set out in section 6, the following statutory conditions apply in respect of an agreement to rent a mobile home site or a mobile home:

1. Other than withholding, on reasonable grounds, his consent to a subletting of the mobile home site, the lessor shall not restrict in any way the right of a lessee of a mobile home site from selling, renting or otherwise parting with the possession of a mobile home owned by the lessee.
2. The lessor shall not receive any compensation or benefit from any negotiations of the lessee to trade, sell, rent or otherwise part with possession of a mobile home situate on that site, unless provided for in a separate written agency agreement that is entered into by the lessee after the lessee has entered into the rental agreement and has moved onto the site.
3. (1) The lessor of a mobile home site shall not require a lessee to pay a fee where the lessee is moving a mobile home to or from a site.
(2) Subsection (1) does not preclude a lessor from requiring a lessee to pay any reasonable expenses or damages which the lessor has actually incurred as a result of the moving or removing.
4. (1) Except as provided in this condition, the lessor shall not restrict in any way the right of the lessee to purchase goods or services from the person of the lessee's choice.
(2) The lessor may set reasonable standards for mobile home equipment.
5. The lessor is responsible for compliance with any municipal by-laws or other enactment in respect of the common areas of the mobile home park and the services provided by the lessor to the lessee in the mobile home park.
6. The lessee is responsible for compliance with any municipal bylaws or other enactment in respect of the mobile home and the mobile home site on which it is located to the extent that the lessor is not responsible.

8. OTHER CONDITIONS

- (a) Payment of Rent - This is an inherent covenant in every rental agreement.
- (b) As set out in Schedule "D" of the rental agreement (attach copy of Schedule "D").
- (c) The security deposit in the amount indicated has not been returned in accordance with the Act.

9. Quiet Enjoyment

The lessee shall have quiet enjoyment of the residential premises, and shall not be barred from free access to them during the term of the rental agreement.

10. Delivery of Possession

Where notice of termination has been given in accordance with this Act, and all remedies in relation thereto have been exhausted, the lessee shall deliver up possession of the residential premises.