

**FORM 6.1**

**STANDARD FORM OF LEASE  
FOR MOBILE HOME SITES**

*(The Residential Tenancies Act,  
Acts of New Brunswick, 1975, c.R.-10.2, s. 9)*

**IMPORTANT INFORMATION**

The Landlord and Tenant may consult with a rentalsman on questions concerning this Standard Form of Lease for mobile home sites and their rights and obligations. Each landlord of mobile home sites must provide two duplicate originals of this Standard Form of Lease for mobile home sites for the Landlord and the Tenant to sign. No part of this Standard Form of Lease for mobile home sites shall be altered or deleted unless in accordance with section 10 and 11.

**PARTIES**

1 THIS LEASE IS MADE IN DUPLICATE BETWEEN

\_\_\_\_\_  
Name(s) (the "Landlord")

\_\_\_\_\_  
Address(es) Postal code(s)

\_\_\_\_\_  
Telephone number(s)

- AND -

\_\_\_\_\_  
Name(s) (the "Tenant")

**PREMISES**

2 THE LANDLORD AGREES TO LEASE TO THE TENANT AND THE TENANT AGREES TO LEASE FROM THE LANDLORD THE FOLLOWING PREMISES:

\_\_\_\_\_  
Street name and number Site number

\_\_\_\_\_  
Mobile Home Park

\_\_\_\_\_  
City or town Postal code

Mobile Home Park Manager (if applicable): \_\_\_\_\_  
Name

\_\_\_\_\_  
Address Postal code

\_\_\_\_\_  
Telephone number(s)

**TERM AND  
TERMINATION**

3 THE LANDLORD AND THE TENANT AGREE THAT THE TENANCY IS TO BE A PERIODIC TENANCY AND IS TO BEGIN ON \_\_\_\_\_ and is to run from month to month. A written notice of termination is to be served

(a) by the Landlord at least six months before the expiration of any month to be effective on the last day of that month where

(i) the Landlord intends in good faith that the mobile home site will be occupied by the Landlord, the Landlord's spouse, a child of the Landlord, a parent of the Landlord or a parent of the Landlord's spouse,

(ii) the mobile home site will be used other than as a mobile home site, or

(iii) the mobile home site will be renovated to such an extent that vacant possession is necessary to perform the renovation, or

(b) by the Tenant at least two months before the expiration of any month to be effective on the last day of that month.

NOTE:

Where the Tenant is served a notice of termination of the tenancy, the Tenant may apply in writing to a rentalsman within fifteen days after the receipt of the notice to have the notice reviewed by the rentalsman.

RENT

4(1) SUBJECT TO ANY LAW OF THE PROVINCE, THE TENANT AGREES TO PAY RENT AS FOLLOWS:

\_\_\_\_\_ per month  
Amount(s)

to be paid to: \_\_\_\_\_  
Name

\_\_\_\_\_ Address \_\_\_\_\_ Postal code

4(2) THE LANDLORD AND THE TENANT AGREE THAT THE FIRST PAYMENT OF RENT IS DUE on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_ and thereafter payments are to be made on the \_\_\_\_\_ day of each month.

NOTES:

Where the Tenant has not been given a duplicate original of this lease, the Tenant may pay rent owing to a rentalsman rather than to the Landlord.

Under subsection 6(5) of *The Residential Tenancies Act*, a rentalsman may require the Tenant to pay the rent to the rentalsman rather than to the Landlord.

4(3) THE LANDLORD AND THE TENANT AGREE THAT THE RENT MENTIONED ABOVE INCLUDES PROVISION OF AND PAYMENT FOR THE FOLLOWING SERVICES AND FACILITIES:

- Water                       Snow Removal
- Sewage                       Parking for \_\_\_\_\_ vehicles
- Other (*specify*) \_\_\_\_\_

and that the following services are the responsibility of the Tenant: (*select one*)

- None, or
- (*specify*) \_\_\_\_\_

INCREASE IN RENT

4(4) SUBJECT TO ANY LAW OF THE PROVINCE, at least six months' written notice must be given by the Landlord to the Tenant in order to increase the rent and the Tenant who is served notice may apply in writing to a rentalsman within fifteen days after the receipt of the notice to have the notice reviewed by the rentalsman.

ELECTION TO TERMINATE

4(5) THE TENANT HAS THE RIGHT TO TREAT THE NOTICE GIVEN UNDER SUBSECTION 4(4) AS A NOTICE OF TERMINATION OF THE TENANCY AND WHERE THE TENANT DOES SO, THE TENANT SHALL SERVE A NOTICE OF TERMINATION ON THE LANDLORD at least one month before the expiration of any month within the six month period to be effective on the last day of that month.

ELECTION TO  
TERMINATE

4(5) THE TENANT HAS THE RIGHT TO TREAT THE NOTICE GIVEN UNDER SUBSECTION 4(4) AS A NOTICE OF TERMINATION OF THE TENANCY AND WHERE THE TENANT DOES SO, THE TENANT SHALL SERVE A NOTICE OF TERMINATION ON THE LANDLORD at least one month before the expiration of any month within the six month period to be effective on the last day of that month.

SECURITY

5 THE LANDLORD AND THE TENANT AGREE THAT (CHECK THE APPROPRIATE BOX)

(a) a security deposit is not required;

- OR -

(b) a security deposit is required in the amount of \_\_\_\_\_ .

INSTRUCTIONS:

A security deposit is not to exceed the rent payable for three months' occupation of the mobile home site.

A security deposit is to be delivered to a rentalsman by the Landlord or the Tenant.

NOTES:

A Tenant who has already paid a security deposit to a rentalsman in respect of other premises may apply to the rentalsman to have the amount on deposit applied in respect of a security deposit required under this lease.

Where a claim is made by a Landlord within seven days after the termination of the tenancy and a proper investigation has been conducted, a rentalsman may use all or a portion of the security deposit after the termination of the tenancy to discharge any obligation not met by the Tenant respecting the payment of rent or the cleanliness or repair of the premises or any chattels provided on the premises by the Landlord.

When the tenancy has terminated, the Tenant may in writing request the rentalsman to return the security deposit.

LANDLORD'S  
OBLIGATIONS

6 THE LANDLORD AGREES TO

- (a) deliver the premises to the Tenant in a good state of repair and fit for habitation;
- (b) maintain the premises in a good state of repair and fit for habitation;
- (c) deliver to the Tenant and maintain in a good state of repair any chattels provided by the Landlord;
- (d) comply with all health, safety, housing and building standards and any other legal requirement respecting the premises;
- (e) keep all common areas in a clean and safe condition; and
- (f) repair any damage caused by the Landlord or an agent or representative of the Landlord to the Tenant's mobile home on the mobile home site, to the skirting of the mobile home or to any structure placed by the Tenant on the mobile home site.

NOTE:

Failure of the Landlord to comply with the Landlord's obligations may entitle the Tenant to have the obligations performed by a rentalsman at the Landlord's expense.

TENANT'S  
OBLIGATIONS

7 THE TENANT AGREES

- (a) to be responsible for ordinary cleanliness of the premises and any chattels provided by the Landlord;
- (b) to repair within a reasonable time after its occurrence any damage to the premises or to any chattels provided by the Landlord caused by the wilful or negligent conduct of the tenant or by such conduct of persons who are permitted on the premises by the Tenant;
- (c) to conduct himself or herself and require other persons on the premises with the Tenant's consent to conduct themselves in a manner that will not cause a disturbance or nuisance;

- (d) to maintain in a good state of neatness, cleanliness and repair
  - (i) the exterior of the mobile home placed on the mobile home site,
  - (ii) the skirting of the mobile home, and
  - (iii) any structure placed by the Tenant on the mobile home site;
- (e) not to exercise or carry on, or permit to be carried on, on the mobile home site or in the mobile home park any illegal act, trade, business, occupation or calling;
- (f) not, by act or omission, to impair, risk or interfere with the safety or any lawful right, privilege or interest of the Landlord or of any Tenant of a mobile home site in the mobile home park; and
- (g) not to violate any health, safety, housing or building standard respecting the number of persons occupying a mobile home.

NOTE:

Failure of the Tenant to comply with the Tenant's obligations under *The Residential Tenancies Act* or the terms of this lease may render the Tenant liable to compensate the Landlord and may result in the tenancy being terminated by a rentalsman.

ASSIGNMENT

8 THE LANDLORD AND THE TENANT AGREE THAT (Check the appropriate box. If no box is checked, the tenant may, subject to section 13 and subsection 25.41(1) of *The Residential Tenancies Act*, assign all his or her rights under this lease.)

- (a) THE TENANT MAY ASSIGN ALL OF THE TENANT'S RIGHTS UNDER THIS LEASE FOR THE REMAINING TERM OF THE LEASE OR FOR A PORTION OF THE REMAINING TERM OF THE LEASE;

NOTES:

Where the Tenant assigns all of the Tenant's rights under this lease as provided for under paragraph 8(a), the Tenant is no longer liable for the obligations or entitled to the benefits of this lease, and in such a case the new Tenant assumes all of the obligations and is entitled to the benefits under this lease as if a party to the lease.

Where the Tenant assigns a portion of the remaining term of the lease as provided for under paragraph 8(a), the Landlord must serve any notice regarding the new Tenant's breach of obligations on the new Tenant and send a copy to the original Tenant in accordance with subsection 13(2.1) of *The Residential Tenancies Act*.

Where the Tenant assigns a portion of the remaining term of the lease as provided for under paragraph 8(a), the Landlord must serve notice of any increase in rent on the original Tenant and send a copy to the new Tenant. The original Tenant retains the right to elect to terminate the tenancy under section 25.4 of *The Residential Tenancies Act*.

- OR -

- (b) THE TENANT MAY ONLY ASSIGN ALL OF THE TENANT'S RIGHTS UNDER THIS LEASE FOR THE REMAINING TERM OF THE LEASE OR FOR A PORTION OF THE REMAINING TERM OF THE LEASE IF CONSENT OF THE LANDLORD IS OBTAINED.

NOTES:

A Tenant shall request consent to assign by giving a Request For Consent To Assign to the Landlord, and a Landlord who does not reply within seven days after service of the request shall be deemed to have given consent. (The request form is available at the Office of the Rentalsman).

Where the Tenant seeks to assign the Tenant's rights under the lease and the box beside paragraph 8(b) has been checked (consent then being required), the Landlord may

- (i) consent, and charge the Tenant a maximum of twenty dollars;

- OR -

- (ii) withhold consent, so long as consent is not withheld arbitrarily or unreasonably;

Where the Landlord has refused to give consent to the assignment of the Tenant's rights, the Tenant may apply in writing to a rentalsman to have the matter reviewed by the rentalsman.

PERMITTED USES	<p>9 THE LANDLORD AND THE TENANT AGREE THAT THE PREMISES WILL BE USED ONLY FOR RESIDENTIAL PURPOSES.</p> <p>NOTE:</p> <p style="padding-left: 40px;">A Landlord who wishes to restrict the use of the premises may provide accordingly under section 10.</p>
ADDITIONS	<p>10 THE LANDLORD AND THE TENANT AGREE TO THE FOLLOWING ADDITIONS TO THIS LEASE:</p> <p>NOTES:</p> <p style="padding-left: 40px;">No addition may alter any right or duty provided for under <i>The Residential Tenancies Act</i> or in this lease.</p> <p style="padding-left: 40px;">Additions must appear on both duplicate originals of this lease.</p> <p style="padding-left: 40px;">If there is not enough space provided here, duplicate originals on a separate sheet shall be attached. Both duplicate originals of the attached sheet must be signed by the Landlord and the Tenant to be valid.</p>
OPTIONAL PROVISION	
ALTERATION OF AGREEMENT	<p>11 THE LANDLORD AND THE TENANT AGREE THAT THE LANDLORD MAY ALTER ANY PROVISION OF THIS AGREEMENT, EXCEPT THE AMOUNT OF RENT, IF</p> <ul style="list-style-type: none"> <li>(a) the Landlord serves on the Tenant at least three months' written notice of the alteration,</li> <li>(b) the alteration does not conflict with a provision, right or duty in <i>The Residential Tenancies Act</i>, and</li> <li>(c) the alteration is reasonable and fair.</li> </ul> <p>NOTE:</p> <p style="padding-left: 40px;">A Tenant who is served notice under paragraph (a) may apply in writing to a rentalsman within fifteen days after the receipt of the notice to have the notice reviewed by the rentalsman.</p>
NOTICES	<p>12 NOTICES, PROCESSES AND DOCUMENTS SHALL BE GIVEN IN ACCORDANCE WITH SECTION 25 OF <i>THE RESIDENTIAL TENANCIES ACT</i>, WHICH PROVIDES AS FOLLOWS:</p> <p style="padding-left: 40px;">25(1) Subject to subsection (1.1), (1.2) or (3), any notice, process or document to be served by or on a landlord or a tenant is sufficiently served if</p> <ul style="list-style-type: none"> <li>(a) delivered personally; or</li> <li>(b) sent by ordinary mail <ul style="list-style-type: none"> <li>(i) to the landlord at the address given in the lease or to the address posted under the provisions of subsection (4),</li> <li>(ii) to the tenant to the address of the premises, or</li> <li>(iii) to a rentalsman to the address of his office.</li> </ul> </li> </ul> <p style="padding-left: 40px;">25(1.1) Where there is an assignment by a tenant of a portion of the remaining term of the lease, for the purposes of subsection 13(2.2), any notice shall be sufficiently served to the assignor during the period of assignment if sent by ordinary mail to</p> <ul style="list-style-type: none"> <li>(a) the address provided by the assignor to the landlord for the period of the assignment, or</li> <li>(b) the address of the premises if the assignor has not provided the landlord with an address for the period of the assignment.</li> </ul> <p style="padding-left: 40px;">25(1.2) Any notice, process or document shall be sufficiently served</p> <ul style="list-style-type: none"> <li>(a) on a landlord who has given a fax number in the lease or has posted or filed a fax number as part of an address for service for the purposes of subsection (4), if a facsimile of the notice, process or document is transmitted to the landlord at that fax number, or</li> <li>(b) on a rentalsman, if a facsimile of the notice, process or document is transmitted to the rentalsman at the fax number at his or her office.</li> <li>(d) by placing the notice under the door of the premises; or</li> <li>(e) by placing the notice in the mailbox for the premises.</li> </ul> <p style="padding-left: 40px;">25(2) Where any notice, process or document is sent by mail, it is deemed to have been served on the third day after the date of mailing.</p>

25(3) Where a notice cannot be delivered personally to a tenant by reason of his absence from the premises or by reason of his evading service, the notice may be served on the tenant

- (a) by delivering it personally to any adult person who apparently resides with the tenant;
- (b) by posting it in a conspicuous place upon some part of the premises or a door leading thereto;
- (c) by sending it by ordinary mail to the tenant at the address where he resides;
- (d) by placing the notice under the door of the premises; or
- (e) by placing the notice in the mailbox for the premises.

25(4) Where demised premises are located in a building containing more than two premises and the landlord does not reside in the building, the landlord shall post conspicuously and maintain so posted within the building or shall file with the rentalsman the legal name of the landlord or his agent and an address for service and any notice is sufficiently served if delivered or mailed to the address so posted or filed and any proceeding taken by or on behalf of a tenant may be commenced against the landlord in the name so posted or filed.

25(5) A landlord may post or file a fax number as part of an address for service for the purposes of subsection (4).

BINDING  
EFFECT

13 THIS LEASE IS BINDING ON AND IS FOR THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE LANDLORD AND THE TENANT.

The Landlord and the Tenant sign this Lease this \_\_\_\_\_ day of \_\_\_\_\_ (month, year) .

DO NOT USE CARBON  
FOR SIGNATURES

\_\_\_\_\_  
Signature of Landlord(s)

SIGN BOTH COPIES  
SEPARATELY

\_\_\_\_\_  
Signature of Tenant(s)

THE FOLLOWING FORM IS TO BE USED WHEN A SECURITY DEPOSIT IS REQUIRED UNDER SECTION 5 OF THE LEASE:

SECURITY DEPOSIT VERIFICATION  
FOR A MOBILE HOME SITE

OFFICE OF THE RENTALS MAN

PROVINCE OF NEW BRUNSWICK

NOTE: PLEASE PRINT

\_\_\_\_\_  
Name(s) of Landlord

\_\_\_\_\_  
Name(s) of Tenant

\_\_\_\_\_  
Mailing address(es) of Landlord

\_\_\_\_\_  
Address of premises

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
Security deposit required Rent

per \_\_\_\_\_  
Date of Lease

\_\_\_\_\_  
Signature of Landlord(s)

\_\_\_\_\_  
Date of Collection of  
Security Deposit

*INSTRUCTIONS TO TENANT*

1. MAKE CERTIFIED CHEQUE OR MONEY ORDER PAYABLE TO MINISTER OF FINANCE.
2. DO NOT SEND CASH IN MAIL.
3. MAIL OR TAKE PAYMENT TO OFFICE OF RENTALS MAN.

MAILING ADDRESSES OF RENTALS MAN'S OFFICES

P.O. BOX 5001 BATHURST E2A 3Z9  
P.O. BOX 5001 EDMUNDSTON E3V 3L3  
P.O. BOX 5001 MONCTON E1C 8R3

P.O. BOX 5001 CAMPBELLTON E3N 3H5  
P.O. BOX 6000 FREDERICTON E3B 5H1  
ONE MARKET SQUARE, LEVEL III, SAINT JOHN E2L 4Z6

93-146; 99-47