

ASSIGNMENT	<p>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 <i>The Residential Tenancies Act</i>, assign all his or her rights under this lease.)</p> <p><input type="checkbox"/> (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;</p> <p>NOTES:</p> <p>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.</p> <p>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 <i>The Residential Tenancies Act</i>.</p> <p>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 <i>The Residential Tenancies Act</i>.</p> <p style="text-align: center;">- OR -</p> <p><input type="checkbox"/> (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.</p> <p>NOTES:</p> <p>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).</p> <p>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</p> <p style="padding-left: 40px;">(i) consent, and charge the Tenant a maximum of twenty dollars;</p> <p style="text-align: center;">- OR -</p> <p style="padding-left: 40px;">(ii) withhold consent, so long as consent is not withheld arbitrarily or unreasonably;</p> <p>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.</p>
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>A Landlord who wishes to restrict the use of the premises may provide accordingly under section 10.</p>
ADDITIONS OPTIONAL PROVISION	<p>10 THE LANDLORD AND THE TENANT AGREE TO THE FOLLOWING ADDITIONS TO THIS LEASE:</p> <p>NOTES:</p> <p>No addition may alter any right or duty provided for under <i>The Residential Tenancies Act</i> or in this lease.</p> <p>Additions must appear on both duplicate originals of this lease.</p> <p>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>
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> <p style="padding-left: 40px;">(a) the Landlord serves on the Tenant at least three months' written notice of the alteration,</p> <p style="padding-left: 40px;">(b) the alteration does not conflict with a provision, right or duty in <i>The Residential Tenancies Act</i>, and</p> <p style="padding-left: 40px;">(c) the alteration is reasonable and fair.</p> <p>NOTE:</p> <p>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>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> <p style="padding-left: 40px;">(a) delivered personally; or</p> <p style="padding-left: 40px;">(b) sent by ordinary mail</p> <p style="padding-left: 80px;">(i) to the landlord at the address given in the lease or to the address posted under the provisions of subsection (4),</p> <p style="padding-left: 80px;">(ii) to the tenant to the address of the premises, or</p> <p style="padding-left: 80px;">(iii) to a rentalsman to the address of his office.</p> <p>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> <p style="padding-left: 40px;">(a) the address provided by the assignor to the landlord for the period of the assignment, or</p> <p style="padding-left: 40px;">(b) the address of the premises if the assignor has not provided the landlord with an address for the period of the assignment.</p> <p>25(1.2) Any notice, process or document shall be sufficiently served</p> <p style="padding-left: 40px;">(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</p> <p style="padding-left: 40px;">(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.</p> <p>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 OFFICE OF THE RENTALSMAN PROVINCE OF NEW BRUNSWICK
FOR A MOBILE HOME SITE

NOTE: PLEASE PRINT

Name(s) of Landlord

Name(s) of Tenant

Mailing address(es) of Landlord

Address of premises

\$ _____ \$ _____ per _____
Security deposit required Rent

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 RENTALSMAN.

MAILING ADDRESSES OF RENTALSMAN'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
P.O. BOX 5001, SAINT JOHN E2L 4Y9