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	
		(the "Landlord")
	Name(s)	
	Address(es)	Postal code(s)
	Telephone number(s) - AND -	
		(the "Tenant")
PREMISES	Name(s) 2 THE LANDLORD AGREES TO LEASE TO THE TENANT AND THE FROM THE LANDLORD THE FOLLOWING PREMISES:	TENANT AGREES TO LEASE
	Street name and number	Site number
	Mobile Home Park	
	City or town	Postal code
	Mobile Home Park Manager (if applicable):	
	Nume	
	Address	Postal code
	Telephone number(s)	
TERM AND TERMINATION	3 THE LANDLORD AND THE TENANT AGREE THAT THE TENANC ANCY AND IS TO BEGIN ON a A written notice of termination is to be served	
	(a) by the Landlord at least six months before the expiration of any day of that month where	month to be effective on the last
	(i) the Landlord intends in good faith that the mobile home site w the Landlord's spouse, a child of the Landlord, a parent of the L lord's spouse,	will be occupied by the Landlord, andlord or a parent of the Land-
	(ii) the mobile home site will be used other than as a mobile home	me site, or
	(iii) the mobile home site will be renovated to such an extent the to perform the renovation, or	at vacant possession is necessary
	(b) by the Tenant at least two months before the expiration of any day of that month.	month to be effective on the last
	NOTE:	
	Where the Tenant is served a notice of termination of the tenancy, the rentalsman within fifteen days after the receipt of the notice to have the noti	Fenant may apply in writing to a ice reviewed by the rentalsman.
RENT	4(1) SUBJECT TO ANY LAW OF THE PROVINCE, THE TENANT AG LOWS:	REES TO PAY RENT AS FOL-
	per month	
	Amount(s)	
	to be paid to:Name	
	Address	Postal code
	4(2) THE LANDLORD AND THE TENANT AGREE THAT THE FIRST I the day of20 and there the day of each month.	PAYMENT OF RENT IS DUE on eafter payments are to be made on
	NOTES: Where the Tenant has not been given a duplicate original of this lease, th a rentalsman rather than to the Landlord.	he Tenant may pay rent owing to

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						
	and that the following services are the responsibility of the Tenant: (<i>select one</i>)						
	[] None, or [] (<i>specify</i>)						
INCREASE IN RENT	(4) SUBJECT TO ANY LAW OF THE PROVINCE, at least six months' written notice must be given by the Landlord to the Fenant 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.						
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						
Obligations	(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	7 THE TENANT AGREES						
OBLIGATIONS	(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 them-						
	selves 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 pleased on the mobile home site 						
	(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 Land- lord 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 REMAINſ 1 ING 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 REſ 1 MAINING TERM OF THE LEASE OR FOR A PORTION OF THE REMAINING TERM OF THE LEASE IF CON-SENT 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	9 THE LANDLORD AND THE TENANT AGREE THAT THE PREMISES WILL BE USED ONLY FOR RESIDEN- TIAL PURPOSES.					
	NOTE:					
ADDITIONS OPTIONAL PROVISION	A Landlord who wishes to restrict the use of the premises may provide accordingly under section 10. 10 THE LANDLORD AND THE TENANT AGREE TO THE FOLLOWING ADDITIONS TO THIS LEASE: NOTES:					
	No addition may alter any right or duty provided for under The Residential Tenancies Act or in this lease.					
	Additions must appear on both duplicate originals of this lease.					
	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.					
ALTERATION OF AGREEMENT	11 THE LANDLORD AND THE TENANT AGREE THAT THE LANDLORD MAY ALTER ANY PROVISION OF THIS AGREEMENT, EXCEPT THE AMOUNT OF RENT, IF					
	(a) the Landlord serves on the Tenant at least three months' written notice of the alteration,					
	(b) the alteration does not conflict with a provision, right or duty in <i>The Residential Tenancies Act</i> , and					
	(c) the alteration is reasonable and fair.					
	NOTE:					
	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.					
NOTICES	12 NOTICES, PROCESSES AND DOCUMENTS SHALL BE GIVEN IN ACCORDANCE WITH SECTION 25 OF <i>THE RESIDENTIAL TENANCIES ACT</i> , WHICH PROVIDES AS FOLLOWS:					
	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					
	(a) delivered personally; or					
	(b) sent by ordinary mail					
	(i) to the landlord at the address given in the lease or to the address posted under the provisions of subsection (4),					
	(ii) to the tenant to the address of the premises, or					
	(iii) to a rentalsman to the address of his office.					
	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					
	(a) the address provided by the assignor to the landlord for the period of the assignment, or					
	(b) the address of the premises if the assignor has not provided the landlord with an address for the period of the assignment.					
	25(1.2) Any notice, process or document shall be sufficiently served					
	(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					
	(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.					
	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.					

			cannot be delivered personate ce may be served on the ter		t by reason of his absence from the premises or	by reason of his	
e ·			2		rently resides with the tenant;		
	(L) (b)			conspicuous place upon some part of the premises or a door leading thereto;			
(c) by possing it in a conspictous place upon some part of the plenness of a c (c) by sending it by ordinary mail to the tenant at the address where he reside							
	(d		otice under the door of the		·······		
	(e)	•••••	otice in the mailbox for the	•			
	buildi name	Where demised p ng, the landlord sha of the landlord or h ted or filed and any	premises are located in a bui all post conspicuously and i is agent and an address for	ilding containi maintain so po service and an	ing more than two premises and the landlord does sted within the building or shall file with the rem y notice is sufficiently served if delivered or mail ant may be commenced against the landlord in th	talsman the legal led to the address	
	25(5)	A landlord may p	post or file a fax number as	part of an add	ress for service for the purposes of subsection (4).	
BINDING EFFECT	SUCCESS	ORS AND ASSIC	ING ON AND IS FOR TH GNS OF THE LANDLOR sign this Lease this	RD AND THE		NISTRATORS,	
DO NOT USE CA FOR SIGNATUR		Signature of La	ndlord(s)				
		6					
SIGN BOTH COI SEPARATELY	PIES _	Signature of Ter					
THE FOLLOWIN SECURITY DEP FOR A MOBILE NOTE: PLEASE	OSIT VERI HOME SIT	FICATION	VHEN A SECURITY DE OFFICE OF THE RENT		QUIRED UNDER SECTION 5 OF THE LEA PROVINCE OF NEW BRUNSWICK	\SE:	
Name(s) of Landl	ord		_	Na	me(s) of Tenant		
Mailing address(e	s) of Landlo	ord	_	Ād	dress of premises		
¢	¢		_				
Security deposit r	equired \$	Rent	_ per	 Da	te of Lease		
Signature of Land	llord(s)		-		te of Collection of curity Deposit		
			INSTRUCTIO.	NS TO TENA	NT		

- MAKE CERTIFIED CHEQUE OR MONEY ORDER PAYABLE TO MINISTER OF FINANCE.
 DO NOT SEND CASH IN MAIL.
 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