



DO YOU RENT?

**A Guide to Residential Tenancies
in Nova Scotia**

How to Use This Guide:

This Guide is an easy-to-use reference for landlords and tenants. It covers more than 60 common questions about renting residential property. Some deal with the rights and responsibilities of a landlord, and others with the rights and responsibilities of the person who is renting the property.

While most common questions are covered in this guide, questions on specific issues may not be addressed here. For specific reference to any issue, refer to the Residential Tenancies Act, available at www.gov.ns.ca/legi/legc/statutes/resident.htm or call Service Nova Scotia at 424-5200 or toll-free 1-800-670-4357.

Pages are provided at the back of this guide for you to keep notes for future reference. We have also included a chart for tenants to use when comparing available rental units.

Questions and Answers

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Do Your Homework Before Signing a Lease

Landlords:

You are responsible to provide habitable premises to all tenants and to ensure their quiet enjoyment of them. Before signing a lease with a new tenant ask yourself:

- Is the unit in good repair?
- Does the tenant's income support the rent?
- Do the tenant's references support the application?
- Have I told the tenant about any and all rules for the premises?
- Am I willing to do repairs that the tenant wants?

Tenants:

You are responsible to care for the rented premises and to pay rent. When you look at an available unit, ask yourself these questions:

- Do I want to live here?
- Can I park my car/motorcycle/bicycle?
- Can I afford the rent and any other associated costs (electricity, parking, etc.)?
- What services and utilities are included in the rent?
- How much will services and utilities cost if they are not included in the rent?
- Must I sign a lease?
 - Yearly Monthly Weekly Fixed Term
- Can I have a pet?
- Must I pay a security deposit?
- Who do I contact if there are problems?
- Does the unit satisfy my needs?
- Are there waste management facilities?

Comparisons of Available Units

Use this table to calculate the cost of alternative units that may be available to you. Use actual information where possible. Be realistic in your estimates.

	#1	#2	#3
Location			
Rent			
Electricity			
Heat			
Water			
Hot Water			
Cable TV			
Telephone			
Parking			
Washer			
Dryer			
Other			
TOTAL			
Lease	Yes/No	Yes/No	Yes/No
Security Deposit	Yes/No	Yes/No	Yes/No

The Residential Tenancies Act

1. What is the Residential Tenancies Act?

The Residential Tenancies Act is legislation which outlines the rights and responsibilities of landlords and tenants of residential premises in Nova Scotia. It provides for an efficient and cost-effective means of settling disputes that may arise between landlords and tenants.

2. Does the Act apply to all residential rental units?

Facilities such as jails, university dormitories, homes for special care and licensed hotels and motels are exempt. All other premises come under the Act.

3. How do I get a copy of the Residential Tenancies Act?

Copies of the Act are available free of charge at Service Nova Scotia and Municipal Relations locations throughout the Province. Landlords must give tenants a copy within 10 days of accepting them as tenants. The Act is also available at www.gov.ns.ca/legi/legc/statutes/resident.htm.

4. Can a landlord covert existing rental property to condominiums?

Yes. The landlord must give the tenant three months notice of the conversion and offer a 12-month extension of the tenancy. More information is available under the Rental Property Conversion Act. (The Act is online at www.gov.ns.ca/legi/legc/statutes/rentvers.htm.)

Agreement /Lease

5. What is a lease?

A lease is a written or oral contract between a landlord and a tenant setting out the tenancy agreement for the renting of residential premises.

6. Is there a standard form of lease for a tenancy agreement?

Yes. The standard form of lease applies to all written and oral tenancies. It can be purchased from any Access Centre for \$1 per duplicate copy. You can download a copy, free of charge, at www.gov.ns.ca/snsmr/consumer/resten/forms.stm.

7. Should a tenant have a signed copy of the lease and a copy of the Residential Tenancies Act?

Yes. Both must be provided by the landlord within 10 days of signing the lease. Or, if there is no written lease, within 10 days of accepting the person as a tenant.

8. Is the landlord required to provide to the tenant, in writing, his/her name and address?

Yes, the landlord must provide either his/her own name and address or the name and telephone number of the person(s) responsible for the premises.

9. Is the tenant required to provide the landlord with the names of other people who are going to live in the premises?

Yes. The landlord must approve every occupant of the premises and their names must be included on the lease.

10. Can a landlord make rules for the premises?

Yes. The rules must be reasonable and applied equally to all tenants. They must be given to a tenant before the lease is signed.

11. When does a tenancy begin and end?

It begins with the signing of a lease or, in the case of an oral tenancy, on the agreed date (usually the date that the first regular rent payment becomes due). It ends when the tenancy has been terminated by proper notice by either the tenant or landlord.

12. What is an anniversary date?

It is the yearly anniversary of the date the tenancy began.

13. Can a landlord ask for post-dated cheques?

Yes.

14. What is a fixed-term lease?

A fixed-term lease is for a specific period of time and ends on the date in the lease. Neither the landlord nor the tenant is required to give written notice to end the tenancy on that date.

15. Does the tenancy agreement continue if the owner of the leased premises sells it to a new owner?

Yes.

Notice to Quit and Proper Notice

16. What is a proper or legal way for a tenant to tell a landlord that they want to move?

A proper notice to quit is a written notice which must contain:

- ! a description/address of the residential premises;
- ! the day on which the tenancy is to terminate;
- ! the signature of the person giving the notice - either the tenant or the landlord - or the person's agent.

17. How much notice must be given to terminate a tenancy?

Type of Tenancy	By the Landlord	By the Tenant
Yearly	3 months prior to the anniversary date	3 months prior to the anniversary date
Monthly	3 months	1 month
Weekly	4 weeks	1 week
Mobile home lot	6 months	1 month

If a tenant has lived in the premises for five or more years, they are considered to have security of tenure and the landlord must apply to the Director for permission to terminate the tenancy.

If a tenant has occupied a mobile home park lot for one year or more, they are considered to have security of tenure and the landlord must apply to the Director for permission to terminate the tenancy.

If a tenant in a year-to-year lease becomes ill or disabled to the point where his/her income is significantly less, or the condition makes it difficult or unsafe for the tenant to live in the premises, the tenant may give a one-month notice supported by a Medical Certificate to terminate the tenancy. A sample medical certificate is available from Service Nova Scotia offices and on the Service Nova Scotia website.

18. How much notice is required if the tenant fails to pay rent?

If a tenant in a yearly or monthly lease is 30 days in arrears of any part of the rent, the landlord may give a 15-day notice to quit. If a weekly tenant is seven days in arrears of any part of the rent, the landlord may give a seven-day notice to quit.

19. Can a landlord give a short notice for any other reason?

Yes. If the tenant poses a risk to the safety or security of the landlord or other tenants, the landlord may give a five-day notice to quit.

20. Can a tenant refuse to pay rent if the landlord fails to repair something?

No. The tenant should request the repair in writing and, if not satisfied, file an application to the Director of Residential Tenancies requesting help in settling the dispute.

21. Do all notices to quit have to be in writing?

Yes.

22. How should a notice to quit be given to the landlord or tenant?

The tenant or landlord must serve the notice to quit to the other party either in person, by registered/certified mail or by courier.

23. Is a tenant or landlord required to give a reason for a notice to quit?

If the tenant has security of tenure (five years in an apartment, one year in a mobile home park lot), yes. If the tenant has not lived in the leased premises long enough to have security of tenure, no.

24. On receiving a notice to quit, does the tenant have to pay the rent?

Yes. Rent must be paid until the end of the tenancy.

25. What is assigning or sub-letting a lease?

Assigning or sub-letting a lease means allowing the tenant to move out and another tenant(s) to move in, either permanently (assignment) or temporarily (sub-let). Both are subject to the landlord's consent, which cannot be unreasonably withheld. The new tenant agrees to abide by the rules of the existing lease and to pay the rent for the time remaining on the existing lease.

26. Can a tenant change a year-to-year lease to a month-to-month lease?

Yes. The tenant must give the three-month notice to quit effective the anniversary date of the lease and request (in writing) that the lease be converted to a month-to-month term. Such a request is subject to the landlord's consent, which cannot be unreasonably withheld. If the request is refused, the tenant may apply to the Director to make the lease month-to-month.

27. Can a tenancy be terminated during the winter?

Yes.

Security Deposit

28. What is a security deposit?

A security deposit is money paid by the tenant, and held in a trust account by the landlord until the end of the tenancy, to reimburse the landlord for any damage to the premises or unpaid rent. The security deposit is generally paid when the tenant signs the lease.

29. How much can a landlord ask for as a security deposit?

The landlord can ask for up to one-half of one month's rent as a security deposit.

30. What should a tenant do before paying a security deposit?

The deposit will be held as security against unpaid rent or damages. Tenants and landlords should inspect the premises together and write out the conditions of the premises at the time the tenancy begins and again when it ends.

31. Can a landlord demand extra deposits for keys, carpets, pets, fire extinguishers, etc.?

No.

32. Can a tenant deduct the security deposit from the last (or any) month's rent?

No.

33. Does the landlord have to pay interest on the security deposit?

Yes. The rates are set by the Residential Tenancies Act and its regulations.

34. When should the security deposit and interest be returned to the tenant?

Return of the security deposit and interest is due within 10 days of the end of the tenancy. Tenants should give landlords a new address so the security deposit and interest can be sent to them.

35. What can a tenant do if the security deposit is not refunded after 10 days?

Contact the landlord and request a refund. If not satisfied, the tenant can call Service Nova Scotia for information or may file an Application to the Director of Residential Tenancies requesting help in resolving the dispute.

Condition of Premises

36. Does the landlord have to maintain the property?

Yes, the landlord must keep the premises in a good state of repair and fit for habitation during the tenancy and must comply with all laws and regulations respecting standards of health, safety or housing.

37. Is the tenant responsible for repairing ordinary wear and tear in the premises?

No. Tenants are not responsible for the normal deterioration of premises during the length of the tenancy.

38. Are tenants responsible for repairing appliances provided in the premises?

Tenants are not responsible for maintenance and repairs but will be held responsible for repair of damage caused by negligence or misuse.

39. Can the landlord turn off the heat?

No. If heat is provided as a service included in the rent, it cannot be interrupted and must be available through the tenancy. Any removal of the services that are currently included in the rent is considered a rent increase and is subject to proper notification under the Residential Tenancies Act.

40. Can the tenant withhold rent for any reason?

No.

41. Is the tenant responsible for insurance or personal belongings?

Yes. The landlord can make having insurance one of the rules of the lease.

42. Can tenants keep pets?

Check the lease rules. Usually, the landlord's written permission is required.

Entry of Premises

43. Can a landlord enter rented premises?

Only if: a) the tenant has been given 24 hours written notice of an entry which will be made during daylight hours, or b) a notice to quit has been given and the landlord enters to show the premises to prospective tenants or purchasers.

44. Can the landlord or tenant change the locks?

Only if both parties agree. The landlord is entitled to keys to the premises.

45. Can a landlord hold a tenant's personal belongings until rent arrears are paid?

No. However, if a tenant abandons the belongings, the landlord may apply to the Director of Residential Tenancies for permission to sell them and apply the money towards rent or damages.

Rent Increases

46. When can rent be increased?

Rent can only be increased on the anniversary date of a tenancy, or in the case of a mobile home park, on the annual rent increase date if one is established.

47. How much notice must the landlord give the tenant?

Landlords must give tenants four months written notice before the anniversary date of a yearly or monthly tenancy; eight weeks before the anniversary date of a weekly tenancy; and seven months before the anniversary date of a mobile home park lease.

48. Is there a special rent increase form?

Only for tenants in mobile home parks.

49. How much can the rent be increased?

The amount of any increase is up to the landlord.

50. Can public housing rents be increased?

Yes. Public housing tenants pay rent based on a certain percentage of their income. If their income increases or decreases, so does the rent. This is not considered a rent increase. However, an increase in the percentage of income charged as rent is considered a rent increase and the landlord must give proper notice prior to the anniversary date.

Rent Review for Tenants of Mobile Home Parks

51. Can a tenant file an Application to the Director to complain about an increase in rent?

Only tenants in mobile home parks may file and request review of the notice of rent increase. The Application is deemed to be filed on behalf of all other tenants affected by the notice.

52. What happens in a review of notice of rent increase?

A Residential Tenancies Officer notifies all other tenants affected by the same notice of rent increase. The landlord provides financial information in support of the rent increase. The officer then reviews the landlord's information and the tenants' submissions, may conduct a hearing (optional) and makes a decision.

53. Can a tenant review the financial information submitted by the landlord?

Yes, by contacting the officer investigating the Application. All of the information provided to Service Nova Scotia is available to the landlord and all of the affected tenants.

54. Can a landlord review submissions made by tenants?

Yes, by contacting the officer investigating the Application. All of the information provided to Service Nova Scotia is available to the landlord and all of the affected tenants.

How to Make a Complaint

55. If a tenant and landlord cannot resolve their differences, what can they do?

Either party may file an Application to the Director of Residential Tenancies. There is a modest fee for the application, which is available and may be filed at any Access Nova Scotia Centre. A sample application form is also available at the Service Nova Scotia website.

56. What happens when the Application is filed?

The applicant must serve the other party with a copy of the Application. Then, a Residential Tenancies Officer will investigate the Application and will encourage the tenant and landlord to mediate the dispute. If mediation is not possible, the officer may hold a hearing.

57. Can a tenant be given a notice to quit because of filing an Application?

No, not if the Residential Tenancies Officer is satisfied that the tenant was attempting to secure or enforce his/her rights. Yes, if the Residential Tenancies Officer believes the tenant is filing the Application(s) to intimidate or harass the landlord.

58. What happens when the landlord and tenant settle on an agreement?

They will sign a Mediated Settlement which cannot be appealed.

59. What happens if mediation fails?

The Residential Tenancies Officer will conduct a hearing and make a decision.

