

Renting

A Guide for Tenants




NOVA SCOTIA
Service Nova Scotia
and Municipal Relations

Nova Scotia has over 100,000 rental units. If you are a tenant, reading this guide can help you have a positive renting experience.

Choosing an Apartment

Know what you are looking for in a rental space before choosing a place to live:

- Location is important. Can you walk to work or school? Are bus routes nearby? Do you have friends or family in the neighbourhood?
- Decide how much you are willing to pay each month for rent, utilities, and other living expenses.
- Research the landlord by talking to current tenants. Are people happy living in the building?
- Make sure you view the unit before renting it.

Inspecting the Premises

If you are ready to sign a lease, carefully inspect the premises with the landlord. Check out the condition of the flooring, the walls, the kitchen and bathroom counters, and everything else in the unit. Make a written note of any damage, and have the landlord sign the document. If any damage goes unnoticed, the landlord may assume you are responsible, and use your security deposit to repair it.

Signing a Lease

A lease is a contract between a landlord and a tenant(s). A standard form of lease has been created for Nova Scotia. Even if you don't sign a standard form of lease, the law says you still have all of the rights and responsibilities as if you had signed one. Copies of the standard form of lease can be found in the Residential Tenancies Regulations, at any Access Nova Scotia Centre, or online at www.gov.ns.ca/snsmr/consumer/resten/.

Every lease should state:

- the start date of the lease
- contact information for your landlord or their agent
- a description of the rental space
- the total rent cost per month
- appliances, utilities, and services included in the rent
- the amount of any security deposit
- requirements for ending the lease

You should receive a signed copy of your lease agreement within 10 days of signing it. You should also receive a copy of the Residential Tenancies Act within 10 days. Your tenancy continues until either you or your landlord gives a proper notice to quit.

Notice to Quit

All leases, except fixed term leases, automatically renew for the same period unless a proper notice to quit is given. Notice to quit is the advance notice required to end a lease. The time involved depends on the type of lease, who is submitting the notice, and the reason for the notice.

- Most leases run year-to-year. For a year-to-year lease, you must submit your notice to quit in writing to your landlord at least three months before the lease anniversary date.
- If you are in a month-to-month lease, you must give one month's written notice to end the lease.
- If your landlord gives you a notice to quit, it must be issued in writing three months before the anniversary date for a year-to-year lease. For a month-to-month lease, at least three months written notice is required before you are to vacate the premises.
- For mobile home parks, tenants are required to give one month's written notice, while a landlord must give a tenant six months advance notice.

Termination for Unpaid Rent

In a year-to-year or month-to-month tenancy, if any portion of the rent is 30 days or more late, the landlord can give a 15-day notice to quit.

Termination for Safety Risk

If a tenant poses a risk to the safety or security of the landlord or other tenants in the same building, the tenant may be given a five-day notice to quit.

Notice of Rent Increase

In a year-to-year or month-to-month tenancy, a landlord wishing to increase the rent must give the tenant a notice in writing that states the amount and effective date of the increase. This notice must be given at least 4 months before the anniversary date of the lease. Rent cannot be increased in the first 12 months of a tenancy, or more than once in any 12-month period.

Tenure

If a tenant has resided in the same premises for five consecutive years or more, the landlord may not give a notice to quit unless the premises have been made uninhabitable by flood, fire, or other similar occurrence. A landlord wishing to terminate a tenant who has tenure must file an Application to Director.

The Security or Damage Deposit

This type of payment gives the landlord protection against any damage to the space during the tenancy or for any rent that remains unpaid after the tenancy is over. It can total no more than half the cost of one month's rent. At the end of the tenancy, the landlord has 10 days to either return the security deposit or make a claim to keep some or all of it.

Subletting

Subletting a lease means you can move out and someone else can move in. To do this, you need the landlord's permission. Landlords cannot unreasonably deny you the right to sublet. The new tenant must follow the same rules that you did and pay the rent required for the rest of the lease. Usually, you pay your rent to the landlord, and

then collect rent from the new tenant. If you sublet, you remain responsible to the landlord for the terms of the lease. Sometimes a landlord will agree to accept the new tenant as their own tenant and release you from your lease.

If There Is a Problem ...

If you have a conflict with your landlord, you should try to work together to find a solution. Review your lease and the Residential Tenancies Act to see if the answer to your conflict is there. If you cannot resolve the dispute on your own, you can get help from the Residential Tenancies Program.

The Complaint Process

Step 1: complete form

Describe your problem in an Application to Director, available at your nearest Access Nova Scotia Centre. There is a fee to submit this form.

Step 2: serve documents

You must provide the landlord with a copy of your application. Mediation can then begin.

Step 3: mediation

A Residential Tenancy Officer will attempt to mediate a solution to your dispute. Mediated solutions are preferable, because both sides can potentially achieve their goals. If the problem is mediated, the parties sign an agreement that is legally binding.

Step 4: adjudication

If a mediated settlement cannot be reached, the Officer will hold a hearing. During the hearing, parties present evidence, such as documents and testimony. The Residential Tenancy Officer makes the final decision based on the evidence presented. This decision can be appealed to Small Claims Court.

Renting Q & A's

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

This legislation describes the rights and responsibilities of landlords and tenants. Free copies are available from any Access Nova Scotia Centre or online at www.gov.ns.ca/legi/legc/statutes/resident.htm.

What is a lease?

A lease is a written or oral contract between a landlord and a tenant. It describes the terms under which property is rented.

Does the landlord need to know the names of all people living in the premises?

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

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 the tenant before the lease is signed or renewed.

What happens at the end of a tenancy period?

If no notice to quit is given, a lease is automatically renewed for the same period as the original lease. A fixed-term lease concludes on the end date identified on the lease.

Does a tenant still have to pay rent even if they receive a notice to quit?

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

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

Yes. The tenant must give a three-month written notice to quit effective the anniversary date of the lease, and include a written request that the lease be converted to month-to-month. Landlords cannot unreasonably deny this request.

Can a tenancy be terminated during the winter?

Yes.

How can I ensure I get my security deposit back?

Tenants and landlords should inspect the premises at the beginning and end of the tenancy. As well, tenants should treat the premises with care to avoid unnecessary damage to walls, floors, fixtures, etc., and pay their rent as it becomes due.

Does the landlord have to maintain the property?

Yes. The premises must be maintained in a good state of repair and fit for habitation.

Is the tenant responsible for repairing ordinary wear and tear?

No. Tenants are responsible for repair of damage caused by negligence, misuse, or the actions of their guests.

Can a landlord turn off the heat?

No. Any removal of services included in the rent is considered a rent increase and is subject to advance notification before the anniversary date.

Can a tenant withhold rent for any reason?

No.

Is the tenant responsible for insurance on personal belongings?

Yes. Landlords can require that tenants have insurance.

Can tenants keep pets?

Landlords may have rules that allow or prohibit pets.

Can a landlord enter rented premises.

Yes. A landlord can enter during an emergency, or with 24-hours written notice of an entry. Landlords can also enter the premises without advance written notice to show the apartment after a notice to quit has been given.

Can a landlord or tenant change the locks?

Only if all parties to the lease consent. The landlord is always entitled to keys to the premises.

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

No.

Can a tenant leave personal belongings behind?

When a tenancy ends, tenants must remove all of their belongings. Any goods left behind may be sold by the landlord after a certain period of time. Money from the sale may be used to cover some of the landlord's costs in dealing with the abandoned goods.

How much can the rent be increased?

The amount of any rental increase is up to the landlord, as long as proper notice is given.

How to Get More Information

Call Public Enquiries:

Metro Halifax: 424-5200

Toll-free: 1-800-670-4357

Website: www.gov.ns.ca/snsmr/consumer/resten

Visit Access Nova Scotia:

Amherst, Superstore Mall, 126 South Albion Street

Antigonish, 20 St. Andrew's Street

Bridgewater, 77 Dufferin Street

Dartmouth, Superstore Mall, 650 Portland Street

Halifax, West End Mall, 6960 Mumford Road

Kentville, 28 Aberdeen Street

New Glasgow, 608 MacLellans Brook Road

Port Hawkesbury, 218 MacSween Street, Suite 22

Sydney, Moxham Centre, 380 King's Road

Truro, 35 Commercial Street, Suite 101

(after fall 2006, 80 Walker Street)

Yarmouth, Provincial Building, 10 Starrs Road, Suite 127