

Renting in a Mobile Home Park



The Residential Tenancies Act sets out the rights and responsibilities of landlords and tenants. Some sections of this act deal specifically with mobile home parks.

This booklet lists some of the key things tenants and landlords should know. It also describes an important dispute resolution program that is available to you.

Who Is Responsible?

Both tenants and landlords have responsibilities:

- Your landlord is responsible for repairs to the space during your tenancy and must comply with all laws and regulations about standards of health, safety, and housing. You are not responsible for normal wear and tear of the rental space during the length of your tenancy.
- You are responsible for maintaining your mobile home.
- You are responsible for all laws involving your mobile home and mobile home space that your landlord is not responsible for.
- As in any lease agreement, a landlord can make rules for the premises. They must be reasonable, be applied equally to all tenants, and be given to you before you sign or renew your lease.
- The landlord may set reasonable standards for mobile home equipment throughout your tenancy.

Buying and Selling

Because your mobile home is your responsibility, you have the same rights and responsibilities as any home owner.

- You can sell or lease your mobile home to anyone you choose. However, your landlord is not required to accept the buyer as a tenant.
- As a tenant of the park, you are able to buy goods or services from anyone you choose. Your landlord cannot restrict this right.
- Your landlord cannot receive any compensation for acting as your agent when you are selling or leasing your mobile home, unless you agree upon a fee for this service in a separate written agreement outside of your lease.

The Lease

A lease is a contract between a landlord and a tenant. It includes all details regarding the rental of space in a mobile home park including

- notice to quit requirements
- utilities and services included in the rent
- regulations for rent increases

The minimum requirements for a standard lease are set out in the Residential Tenancies Act. This act is available online at www.servicens.ca/consumer/resten/forms.asp.

The lease begins on the day the tenant has access to the space. The tenancy will continue until either the landlord or the tenant gives proper notice to quit. Tenants should receive a signed copy of the lease agreement within 10 days of signing.

Ending Your Lease

Both you and your landlord have rights and responsibilities when it comes to ending your lease.

- You must submit your notice to quit to your landlord in writing, one month in advance, which means one full calendar month before you plan to leave.
- If your landlord gives you a notice to quit, it must be given to you six full months before you are expected to leave.
- If you or your guest is disruptive to other tenants or to your landlord, then landlord may give you a notice to quit to be carried out within 30 days.
- If you are 30 days late with any part of your rent, your landlord may give you a 15-day notice to quit. You cannot withhold rent for any reason.
- If you have occupied a mobile home park lot for one year or more, you are considered to have security of tenure. Your landlord must apply to the Director of Residential Tenancies for permission before terminating your tenancy.

Rent Increase

The amount of any rent increase is up to your landlord. Rent increases can only occur after you have been a tenant in the park for one full year and only once a year. To increase rent in a mobile home park, your landlord must give you notice seven months before the anniversary date of your lease.

Within 30 days of receiving a notice of rent increase, tenants in mobile home parks may file a request for a review of the notice of rent increase. It is considered to be an Application to the Director of Residential Tenancies and filed on behalf of all other tenants in the park affected by the notice.

The Review Process

Step 1 You complete the form

Get and complete an Application to the Director form at your nearest Access Nova Scotia Centre. The form is also available at www.servicens.ca/consumer/resten or by calling toll free 1-800-670-4357.

Step 2 You submit with fee

Submit the form with the application fee.

Step 3 Officer notifies others

A Residential Tenancy Officer notifies all other tenants affected by the same notice of rent increase.

Step 4 Landlord submits information

The landlord must provide financial information in support of the rent increase within 15 days of the application. You can review the financial information submitted by the landlord by contacting the Residential Tenancy Officer. Landlords can review any tenant submissions in the same way.

Step 5 Officer reviews submissions

The officer will review your landlord's information and the tenants' submissions.

Step 6 Program conducts hearing

A hearing may be conducted and a decision will be made as to whether the rent increase is reasonable or must be adjusted.

The information in this guide is general in nature. For more information, refer to the act and its regulations or contact your legal counsel.

Landlord/Tenant Disputes

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 the conflict is there. If you cannot resolve your dispute on your own, you can seek help from the Residential Tenancies Program.

Step 1 Get and complete form

Get and complete an Application to the Director form at your nearest Access Nova Scotia Centre. The form is also available at www.servicens.ca/consumer/resten or by calling toll free 1-800-670-4357.

Step 2 Submit form and fee

Submit the form with the application fee. You will be assigned a hearing date and time.

Step 3 Serve documents and complete affidavit

You will be given copies of your application to serve your landlord and an Affidavit of Service which you must complete after your landlord is served. Mediation can begin after the Affidavit of Service has been completed. At any point during this process, the two parties can agree to a mediated settlement.

Step 4 Gather and prepare evidence

Gather any evidence you have, such as the lease and any photographs and other documentation to support your claim. Prepare three copies of your evidence. You can also ask witnesses to provide evidence at the hearing on your behalf. No evidence will be accepted after the hearing.

The Hearing

Hearings are conducted by a Residential Tenancy Officer and are less formal than regular court procedures. At the hearing, both you and your landlord will have the opportunity to present evidence and argue your respective cases. Each side will have an opportunity to question or rebut the evidence provided.

After the Hearing

A decision will be issued within 14 days of the hearing. The decision will be based on the evidence provided at the hearing and can only address issues that are contained in the original Application to the Director. If you or your landlord are not satisfied with the decision, you have 10 days to file an appeal with Small Claims Court.

Other Available Guides

Do You Rent? A Guide for Landlords and Tenants in Nova Scotia

Exploring Your Options for Resolving Disputes

Attending a Hearing

After the Hearing, What Now?

SMARTenants Renting Guide for Students Living Off Campus