

# SMARTenants Renting Guide

*For Students Living Off Campus*



As a student, you have unique concerns about renting. It may be your first time renting. It may be your first time signing a contract. In this guide, you will find details about off-campus renting that every student should know. Once you sign a rental contract, called a lease, you have rights and responsibilities. So does the landlord. These rights and responsibilities are set out in the Residential Tenancies Act.

## **First Things First**

Know what you are looking for in a rental space before you choose a place to live.

- Decide who your roommates will be. Talk to them about locations, the number of bedrooms and bathrooms, and the appliances you want to be included.
- Decide how much you are willing to pay each month. Make sure to account for rent, utilities, and other living expenses.
- Find roommates you trust, and involve them in all of your renting decisions. You are all equally responsible for the rental space.

## **You Found It!**

When you think you have found the perfect living space, inspect it—top to bottom, wall to wall. Walk through the space with the landlord and ask as many questions as you can think of. This is your chance to find any potential problems and issues that may come with the space.

Pay close attention to anything that may require repair and write it down. If any damage goes unnoticed, the landlord may later assume you are responsible and may use your security deposit to fix it.

Take some time to think about your decision before you sign a lease. Be sure you have met all of your requirements. Be sure that you, your roommates, and the landlord agree on the terms of the lease and the building rules.

## **The Lease**

A lease is a contract between a landlord and the tenant. A tenant can be more than one person. Your lease includes everything associated with your rental space. Read it carefully! There are minimum requirements for a standard lease. These can be found in your copy of the Residential Tenancies Act or online at [www.servicens.ca/consumer/resten/forms.asp](http://www.servicens.ca/consumer/resten/forms.asp).

Your lease must state

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

Your lease begins on the day you have access to your space. Your tenancy continues until either you or your landlord gives proper notice to end the tenancy. You should receive a signed copy of your lease agreement within 10 days of signing.

## Notice to Quit

Notice to Quit is the advance notice required to end a lease. The time involved depends on the type of lease you have, who is submitting the notice, and the reason for the notice.

- Most student 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, notice is required in writing one month in advance.
- 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 and, in the case of a month-to-month lease, at least three months before you are to vacate the premises.
- If any part of your rent is 30 days late, your landlord can give you a 15-day notice to quit. That means you must leave within 15 days.
- If you are considered to be a risk to the safety or security of your landlord or other tenants, you may be given a minimum 5-day notice to quit.
- Unless you give sufficient notice to quit, your lease will automatically be renewed at the end of the term for the same type of lease.

## The Security or Damage Deposit

This type of payment gives the landlord protection against any damage to the space during the tenancy. It can total no more than half the cost of one month’s rent. At the end of the tenancy, if there are no problems and all payments have been made to the landlord as required, the landlord must return your security deposit within 10 days.

## **Subletting**

Subletting a lease means you can move out and someone else can move in. To do this, you must get permission from your landlord. 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 your landlord, and then collect rent from the new tenant. 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 the conflict is there. If you cannot resolve this dispute on your own, you can seek help from the Residential Tenancies Program in the following way.

## **The Complaint Process**

### ***Step 1 Complete form***

Complete an Application to the Director form at your nearest Access Nova Scotia Centre. The form is also available online at [www.servicens.ca/consumer/resten/forms.asp](http://www.servicens.ca/consumer/resten/forms.asp) 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 receive copies of your application to serve your landlord and an Affidavit of Service. You must complete the Affidavit of Service after your landlord is served. "Serve" here is a legal word that means you must give a copy of the form to your landlord and prove that you did it. 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 your 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

During a hearing, you and your landlord will present your evidence to a Residential Tenancy Officer in an informal setting. It is not as formal as going to court. Each side can question or rebut the evidence provided.

A decision will be issued addressing only issues that are contained in the original Application to the Director based on the evidence provided at the hearing. The officer will try to find a solution that you and your landlord can accept. In most cases, the process ends here. However, if you or your landlord are not satisfied with the decision, you have 10 days to file an appeal at Small Claims Court.

## Ten Tenancy Tips

1. **Research!** Check out your potential landlord to see what others think.
2. **Find roommates you trust.** It is important that each of you sign the lease because you are all equally responsible for the rental space.
3. **Hold onto your money.** Do not give the landlord any money, even a security deposit, unless you are sure you want to rent the space and have completely inspected it.
4. **Put it in writing.** Don't enter into an oral lease. Always have your lease and any relevant issues documented in writing.
5. **Don't let things go unrepaired.** As soon as you notice a problem, let your landlord know and put it in writing. And keep a copy.
6. **Pay your rent on time!** Your landlord can charge you a 1 per cent late fee each month. If your rent is more than 30 days late, your landlord can terminate your tenancy.
7. **Note when your lease ends.** Just because you aren't there does not mean you don't have to pay rent. As long as your name is on the lease, you are required to pay the landlord rent on time. The end of the school term is not necessarily the same as the end of your lease.
8. **Note the notice period given in your lease.** You must give advance notice to terminate your lease. Keep an eye on the calendar if you are planning to move.
9. **Take everything with you when you move.** The landlord has the right to dispose of any property left behind after 60 days.
10. When in doubt, call the Residential Tenancies Program at 1-800-670-4357.

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

## How to Get More Information

### Call Public Enquiries:

Metro Halifax: 424-5200

Toll-free: 1-800-670-4357

### Visit Access Nova Scotia:

**Amherst**, Superstore Mall, 126 South Albion Street

**Antigonish**, 20 St. Andrew's Street

**Bridgewater**, 80 Logan Road

**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**, 80 Walker Street, Suite 3

**Yarmouth**, Provincial Building, 10 Starrs Road, Suite 127

## 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?*

*Renting in a Mobile Home Park*