

Form P Standard Form of Lease

(Residential Tenancies Act, R.S.N.S. 1989, c. 401)

What are these forms for?

Use these forms to show the terms that must be part of any lease signed in Nova Scotia. The lease a landlord uses may look different, but must contain all the items shown here. If any of the items are not part of the lease you sign, they apply anyway.

A landlord may attach a schedule or appendix showing rules for the property. The rules must:

- Apply to all tenants equally
 - Help to ensure that services and facilities are equally available to all tenants
- OR
- Help to keep the building and its occupants safe and free of damage.

Both the tenant and the landlord must have a copy of the signed lease. The landlord must give the tenant a copy within 10 days of signing.

How to complete this form?

Parties

This section identifies who is signing the lease. It is important to have this information in case one of the parties needs to make an Application to Director later. Fill it out as completely as possible.

Occupants

All adults who will be living in a rental unit should sign the lease as tenants. In some cases, the tenant may wish to have someone live with them who will not be responsible for the lease. List the names of these persons here. If someone starts to live with the tenant after the lease is signed, it is a good idea to add them to the occupants section.

Type of property

This could be an apartment, house, manufactured home space, etc.

Premises

Give the complete civic address of the rental unit. If there is a PO box for the unit, provide it below. It is a good idea to have more than one telephone number for the tenant. The parties may also wish to share email information – but be aware that email can not be used to formally serve documents like a Notice to Quit (the form you use to leave an apartment) or an Application to Director (the form you use to ask for dispute resolution).

Emergency contact

The tenant should provide an emergency contact. It is ideal if the emergency contact is local, but this is not required.

Property manager or agent

If someone manages the building on behalf of the landlord, that information should go here. Make sure the information is complete.

If there is a building superintendent, provide this information also.

Who to serve

This section is very important. It lets the tenant know who to formally serve with documents like a Notice to Quit (the form used by a tenant to leave an apartment) or an Application to Director, (the form you use to ask for dispute resolution).

Lease type

Two kinds of leases can be used – most often, a lease is periodic, which means that it renews automatically after a set period – a week, month, or year – until either the landlord or the tenant gives formal notice that they want to end it.

Sometimes landlords and tenants use a **fixed-term lease**. These leases begin and end on a specific day and the tenant must leave on that last day. The landlord and tenant can negotiate to extend this lease if they wish by making a written arrangement.

Complete whichever of these sections that applies to the arrangement you are making.

Public housing

If this lease applies to a rental unit that is part of a public housing program, the lease may also include rules and requirements for that program. These will be attached to this lease in a schedule or appendix.

If the rules for the program include a formula for setting the rent according to the tenant's income, some of the rules about rent increases shown in this lease do not apply.

Because there may be rules and requirements that are specific to the original tenant, tenants in a public housing program may not sub-let the rental unit. If the tenant needs to leave the space, they should speak directly to the person who handles their affairs with the public housing program.

Rent

This section shows how much the rent is for the unit and how often it should be paid. The landlord should also mark what methods of payment they will accept, and who the tenant should give it to.

Rent increases

The date that the lease is entered into is referred to as the anniversary date. The landlord may raise the rent on the anniversary date in any given year, as long as it is at least 12 months after the tenant has signed the lease. However, in a land-lease community or co-operative housing, a landlord may choose a date that is the rental increase anniversary date for all tenants.

If the landlord plans to raise the rent, they must give proper notice to the tenant, before the tenant's anniversary date.

- In a month-to-month or year-to-year lease – 4 months
- In a week-to-week lease – 8 weeks
- In a lease that applies to a manufactured home space – 7 months.

As above, in a public housing program, these deadlines and rules may not apply, and the tenant should refer to the schedule or appendix given to them by the public housing program.

Rental incentives

This section is optional. If the landlord is giving the tenant a discount or special benefit while they live in the rental unit, the landlord should list it here.

This benefit must continue to be provided for the whole lease. If a tenant sublets the unit with the landlord's permission or leaves the unit after giving proper notice as given in the Residential Tenancies Act, the tenant does not need to repay, return or compensate the landlord for this benefit.

Rent includes

This section should show what appliances, utilities, or other services are part of the lease.

Tenant: Read this section carefully and make sure you understand what is included and what is not. Make sure that what is written is the same as what you verbally agreed to.

Landlord: If you have listed something in this section, you must continue to provide it for the entire lease. If you want to stop providing something listed in this section, it is considered to be a rent increase, and you must give the correct notice shown in the "Rental Increase" section.

Tenant responsibilities and obligations

This section should list all tasks or fees the tenant will be responsible for.

Tenant: Read this section carefully and make sure you are prepared to take responsibility for anything that is listed.

Security deposit

A security deposit is a sum of money held by the landlord as insurance against damage or unpaid rent. At the end of the lease, the landlord has three options:

- Return the security deposit within 10 days of the last day of the lease
- Make a written agreement with the tenant that the landlord will keep some or all of the deposit
- File a claim with the Residential Tenancies Program within 10 days of the last day of the lease, claiming some or all of the deposit against damages.

A landlord may ask for up to one-half of one month's rent as a security deposit. The landlord must deposit the security deposit in a trust account. If there is a dispute, the Residential Tenancies Program may ask for proof that this deposit was made.

It is a good idea for a tenant who is ending a lease to give the landlord a forwarding address so that the landlord can return the deposit. The landlord may prefer that the tenant collect the deposit from their offices – it's a good idea to ask.

Inspection

The Residential Tenancies Program recommends that all landlords and tenants do an inspection of the unit when the tenant moves in, and when the tenant moves out. The program provides a written inspection report that the landlord and tenant can use.

Attach the inspection report to the lease.

Tenants: If a landlord does not wish to do an inspection, it is a good idea to do one on your own. Use the form provided by the program, or something similar. It's a good idea to have a witness sign the inspection report, take pictures, or both.

Statutory conditions and reasonable rules

The Residential Tenancies Act includes a list of statutory conditions (a kind of rule) that every landlord and tenant must agree to. A landlord can also include rules to a lease (see introduction).

If the landlord has rules that go with a lease, the tenant should read them carefully and initial the lease to show that they have received them.

Rental arrears

A tenant must pay the rent on time, as shown in the "Rent" section. If the tenant does not pay the rent on time, the landlord may require them to leave.

If the rent is month-to-month, year-to-year, or fixed term and the rent is 15 days late:

1. The landlord must formally serve (in person or by registered mail) the tenant with a Notice to Quit.
2. The tenant may do one of the following:
 - a. Pay the rent that they owe within 15 days, and stay.
 - b. Make an Application to Director to argue that the Notice to Quit is not valid.
 - c. Leave the premises. The tenant is still financially responsible for rental arrears and any damages to the unit.
3. If the tenant does not do any of these things, after 15 days, the landlord can make an Application to Director using Form K. There will be no hearing.
4. The tenant will receive an Order of the Director that may require them to leave the rental unit. The tenant will still be responsible for the rent they owe.

Tenant's Notice to Quit

A tenant can leave a lease at the end of a lease period (week, month, or year, depending on the lease) or at the end of a fixed term. Because a lease automatically renews, the tenant must give notice that they do not wish to stay. The tenant must formally serve (in person or by registered mail) the landlord, using Form C. The table shows how much notice the tenant must give the landlord.

Landlord's Notice to Quit

A periodic lease automatically renews at the end of the term unless a tenant gives notice (see above). However, a landlord can give notice to quit at any time if:

- The tenant does not pay the rent
- The tenant does not comply with Statutory Conditions 3, 4, and 5 or Statutory Condition 5 for land-lease communities
- The tenant has sublet or assigned the rental unit without permission.

A landlord may also make an Application to Director to have a tenant leave for other reasons.

General

This is a legal clause that explains that the lease is binding on the landlord and tenant. If a landlord or tenant should die or otherwise not be able to handle their affairs, the lease is also binding on the person they have designated to do so.

Tenants responsible for complying with terms and conditions

This lease applies equally to each tenant who has signed it. The landlord may take action against one tenant or all of them if there is a dispute.

Tenants – giving notice

This section provides more information about how to end a lease. For greater certainty, the landlord should fill in the date that is the last day in any given year that the tenant can give notice that they plan to leave a year-to-year lease.

Sign and date

The landlord and all tenants must date and sign the lease.

Which forms do I need?

The landlord must provide the tenants with the following items, and the tenants must initial that they have received them.

- 1 A copy of the Residential Tenancies Act within 10 days of
 - (a) The date specified in the lease as the start of the tenancy;
 - (b) Signing the lease;
 - (c) Receiving keys to the premises; or
 - (d) Taking possession of or occupying the premises.
- 2 A copy of the signed lease (within 10 days of when the lease is signed)
- 3 Any rules or schedules mentioned earlier in this document (when the lease is signed)

What do I do with the completed forms?

➡ The landlord and each tenant should keep a signed copy of this lease.

If the landlord does not provide a copy to the tenant at the time the lease is signed, the landlord must do so within 10 days of that date.

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F1

1 Parties

This agreement is made in duplicate between

Landlord (company or first name, initial, last name)

Street number and name (civic address)

Apt #

City or town

_____ | _____ | _____

Postal code

____ | ____ | ____ | ____

Phone (home)

____ | ____ | ____ | ____ - ____ | ____ | ____ | ____

Phone (business / other)

____ | ____ | ____ | ____ - ____ | ____ | ____ | ____

and

Tenant (first name, initial, last name)

Tenant (first name, initial, last name)

Tenant (first name, initial, last name)

2 Occupants

Other adults or children who will occupy premises (first name, initial, last name)

Only those tenants and occupants named are allowed to live in the premises without written consent of the landlord.

3 Premises

The landlord will rent to the tenant and the tenant will rent from the landlord the premises at

Street number and name (civic address)

Apt #

City or town

_____ | _____ | _____

Postal code

____ | ____ | ____ | ____

Type of property (specify)

Tenant's mailing address (P.O. box if applicable)

Postal code

_____ | _____ | _____

Tenant's phone (home)

____ | ____ | ____ | ____ - ____ | ____ | ____ | ____

Tenant's phone (business / other)

____ | ____ | ____ | ____ - ____ | ____ | ____ | ____

4 Emergency contact

Next of kin (first name, initial, last name) _____ Emergency contact phone _____
 _____ - _____ - _____
 Next of kin address (Street number and name) _____ Apt # _____ City or town _____

 Postal code _____

 Phone (home) _____ Phone (work) _____
 _____ - _____ - _____ _____ - _____ - _____

5 Property manager or agent

The current agent or property manager for the landlord is (first name, initial, last name) _____

 Street number and name (civic address) _____ Apt # _____ City or town _____

 Postal code _____

 Phone (home) _____ Phone (work) _____
 _____ - _____ - _____ _____ - _____ - _____

6 Building superintendent

The current superintendent for the building is (first name, initial, last name) _____

 Street number and name (civic address) _____ Apt # _____ City or town _____

 Postal code _____

 Phone (home) _____ Phone (work) _____
 _____ - _____ - _____ _____ - _____ - _____

7 Who to serve

All notices to quit or service of documents to the landlord must be in writing and served in person, by registered mail or by any other means authorized by the Director to

- the landlord/owner (and/or)
- the agent or property manager
- the superintendent

at the above noted addresses.

8 Lease type (complete either **8A** for periodic lease or **8B** for fixed-term lease, but not both)

8A Periodic lease

The tenancy is to start on the (date) _____ day of (month) _____, 20____ and this is the anniversary date as defined in the Act.

The term is to run (check one)

- year-to-year
- month-to-month
- week-to-week

and the tenancy continues until the landlord or the tenant gives proper notice to terminate.

8B Fixed-term lease

The tenancy is for a fixed-term, beginning on the (date) _____ day of (month) _____, 20____

and ending the (date) _____ day of (month) _____, 20____.

Any continuation of the tenancy at the end of a fixed-term requires the written consent of the landlord. At the end of the fixed-term, the tenancy is finished and the tenant must vacate.

9 Public housing (check if applicable)

- The residential premises are administered under a public housing program as defined in clause 2(fa) of the Residential Tenancies Act. Program eligibility requirements and rules relating to changes in rent are contained in Schedule _____, attached.
 - Where if a landlord administers a public housing program, a tenant shall provide income verification in the form required by the public housing program.
 - Tenants in a public housing program are not permitted to sublet the premises.

10 Rent

The tenant will pay rent of \$ _____.

- per week
 month

- by cash
 pre-authorized automatic withdrawal
 post-dated cheques
 cheque
 other (specify) _____

Rent is due on the _____ day of each month/week and is payable to _____.

A late payment fee, if any, will be charged at no more than 1% per month of the monthly rental.

11 Rent increases

The landlord shall not increase the rent under this lease for 12 months.

The rent may be increased on the anniversary date only.

The landlord must give a written notice to the tenant of an increase:

- (a) 4 months before the anniversary date of a month-to-month or year-to-year lease;
- (b) 8 weeks before the anniversary date of a week-to-week lease;
- (c) 7 months before the anniversary date of a manufactured home space lease.

Note: The landlord may select a date to be the annual rent increase date for all manufactured home spaces owned or managed by the landlord. If an annual rent increase date is used, notice must be given 7 months before this date. The landlord must serve the notice of rent increase on the tenants of the land-lease community.

If the landlord administers a public housing program and the amount of the tenant’s rent is increased solely on the basis of an increase in income, the restrictions on frequency of rental increases and notice requirements do not apply.

12 Rental incentive (if any)

In signing this lease, the landlord grants to the tenant the following incentives, which will remain in effect for the duration of the lease:

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/>

The tenant is not required to repay or return any rental incentive if he or she terminates the lease before the end of the term in accordance with the Residential Tenancies Act or sublets or assigns the residential premises to a tenant with the consent of the landlord.

13 Rent includes

The rent includes:

Appliances

- stove
- refrigerator
- washer & dryer
- dishwasher
- furniture

Utilities

- washer & dryer (coin operated)
- cable service
- heat
- water
- hot water
- electricity
- parking: # of spaces ; space #
- facilities to separate recyclables, organics and refuse

Other (specify)

- lawn care
- snow removal
- garbage removal
-
-

The landlord is responsible for providing these services and the discontinuance of a service is deemed to be a rental increase.

The tenant is responsible for the following

- lawn care
- late payment charges
- snow removal
- returned cheque charges not to exceed \$
- garbage removal
- parking @ \$ /month for spaces
- tenant insurance
- locked out charges/keys not to exceed \$
- separation of recyclables, organics and refuse
- assignment/sublet expenses incurred (not to exceed \$75)

14 Additional obligations

15 Security deposit

A security deposit is not required.

OR

A security deposit of \$ (not to exceed 1/2 month's rent) will be deposited for the tenant by the landlord at (financial institution/branch)

in a trust account within 3 days of its receipt, and will be returned to the tenant with interest within 10 days of the termination of this lease. The landlord shall file a claim for unpaid rent and/or damages within 10 days of the termination of the lease if the deposit is not returned.

16 Inspection

An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant within 7 days of the start of the tenancy and within 7 days of the end of the tenancy is recommended. If a report is prepared it forms part of the lease.

- An inspection report is attached to the lease.
- An inspection report is not attached.

17 Statutory conditions and reasonable rules

The landlord and tenant promise to comply with the statutory conditions set out in Schedule A. The rules of the building are attached, hereto

- No
- Yes ➔ see Schedule

18 Rental arrears

In a fixed-term, year-to-year or month-to-month tenancy, if a tenant is in arrears in paying the rent for 15 days or more, the landlord may give 15 days' written Notice to Quit the premises using Form D.

Within 15 days after receiving the Notice to Quit, the tenant may

- (a) pay to the landlord the rent that is in arrears, and on payment of that rent the Notice to Quit is void and of no effect and this lease continues; or
- (b) apply to the Director for an order setting aside the Notice to Quit.

If the tenant does not pay the rental arrears or make an Application to the Director within 15 days after receiving the Notice to Quit, the tenancy is terminated and the tenant must vacate the premises by the effective date of the notice.

In a week-to-week tenancy, if a tenant is in arrears in paying the rent for 7 days or more, the landlord may give the tenant 7 days' written notice to quit the premises.

19 Tenant's notice to quit (except fixed-term)

All notices to quit for a tenancy other than a fixed-term must be given by the tenant in writing in accordance with the following table

Type of Tenancy	Notice Period
<input type="checkbox"/> year-to-year	at least 3 full months before the end of any year (a year for this purpose begins on the anniversary date)
<input type="checkbox"/> month-to-month	at least 1 full month before the end of any month
<input type="checkbox"/> week-to-week	at least 1 full week before the end of any week
<input type="checkbox"/> manufactured home space	at least 1 full month before the end of the tenancy

20 Landlord’s notice to quit

A landlord may not give a notice to quit except in accordance with Section 10 of the Residential Tenancies Act.

21 General

This lease is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators and assigns.

22 Tenants responsible for complying with terms and conditions

Any or all tenants signing this lease take full responsibility for complying with all of its terms and conditions.

Attachments (initials required)

- 1 At least one tenant has received a copy of the Act and regulations within 10 days of the earliest of:
 - (a) the date specified in the lease as the start of the tenancy;
 - (b) signing the lease;
 - (c) receiving keys to the premises;
 - (d) taking possession of or occupying the premises.

- 2 ||| All tenants have received a copy of the signed lease within 10 days of the date of the signing of the lease.

- 3 ||| All tenants have read, signed and received the rules and attachments to this lease.

Sign both copies separately. Before you sign, please read the following notice.

TENANTS - GIVING NOTICE

IF YOU WISH TO TERMINATE A LEASE, THE LAW REQUIRES YOU TO GIVE ADVANCE NOTICE IN WRITING, AS FOLLOWS

- To terminate a year-to-year lease at the end of a lease term, you must give notice on or before (YYYY MM DD) (notice date, 3 months before anniversary), which is 3 months before the end of the lease term. To terminate a month-to-month lease at the end of a lease term, you must give written notice at least 1 full month before the end of that term.
- To terminate a week-to-week lease at the end of a lease term, you must give written notice at least 1 full week before the end of that term.
- To terminate a manufactured home space lease, you must give written notice at least 1 full month before terminating the tenancy.

IF YOU DO NOT GIVE WRITTEN NOTICE AS REQUIRED, YOUR LEASE WILL AUTOMATICALLY BE RENEWED FOR ANOTHER TERM.

➔ Sign and date TWO copies of this lease.

Date (YYYY MM DD)

Landlord's signature

ANY OR ALL TENANTS SIGNING THIS LEASE TAKE FULL RESPONSIBILITY FOR COMPLYING WITH ALL OF ITS TERMS AND CONDITIONS.

Date (YYYY MM DD)

Tenant's signature

Schedule A

Statutory Conditions

(Section 9, Residential Tenancies Act)

- 9(1)** Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise, there is and is deemed to be an agreement between the landlord and tenant that the following conditions will apply as between the landlord and tenant as statutory conditions governing the residential premises:

Statutory Conditions

- 1 Condition of Premises** - The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.
- 2 Services** - Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not so as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlord shall not discontinue providing that service to the tenant without proper notice of a rental increase or without permission from the Director.
- 3 Good Behaviour** - A landlord or tenant shall conduct himself in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.
- 4 Obligation of the Tenant** - The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.
- 5 Subletting Premises** - The tenant may assign, sublet or otherwise part with possession of the premises subject to the consent of the landlord which consent will not arbitrarily or unreasonably be withheld or charged for unless the landlord has actually incurred expense in respect of the grant of consent.
(Note: subsection 6(4) of the Residential Tenancies Act provides that tenants under a housing program shall not sublet the residential premises.)
- 6 Abandonment and Termination** - If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages.
- 7 Entry of Premises** - Except in the case of an emergency, the landlord shall not enter the premises without the consent of the tenant unless
 - (a) notice of termination of the tenancy has been given and the entry is at a reasonable hour for the purpose of exhibiting the premises to prospective tenants or purchasers; or
 - (b) the entry is during daylight hours and written notice of the time of the entry has been given to the tenant at least twenty-four hours in advance of the entry.
- 8 Entry Doors** - Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises.
- 9 Late Payment Penalty** - Where the lease contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

- 9(2)** In addition to the statutory conditions set out in subsection (1), there is and is deemed to be an agreement between the landlord and tenant that the following statutory conditions apply as between them in respect of the lease of a manufactured home space or a manufactured home in a land-lease community:

Statutory Conditions Respecting Lease of a Manufactured Home Space or a Manufactured Home in a Land-lease Community

- 1** The landlord shall not restrict in any way the right of a tenant to sell, lease or otherwise part with the possession of a manufactured home by the tenant.
- 1A** Where a tenant wishes to sell or otherwise part with possession of a manufactured home, the tenant may apply in writing to the landlord on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space upon which the manufactured home is located.
- 1B** The consent of the landlord required by Statutory Condition 1A. will not arbitrarily or unreasonably be withheld.
- 1C** The landlord shall not charge a commission or fee for granting consent required by Statutory Condition 1A., other than the landlord's reasonable expenses actually incurred in respect to the grant of consent.
- 1D** The landlord shall in writing, within ten days of receipt of the request made pursuant to Statutory Condition 1A., consent to the request or set out the reasons why consent is being withheld, failing which the landlord is deemed to have given consent to the request.
- 2** The landlord shall not receive any compensation for acting as the agent of the tenant in any negotiations to sell, lease or otherwise part with possession of a manufactured home space or a manufactured home situate in a land-lease community, unless provided for in a separate written agency agreement that is entered into by the tenant
- (a) after the tenant enters into the tenancy agreement; and
 - (b) at the time that the tenant decides he wishes to offer his manufactured home for sale or lease or otherwise part with the possession of his manufactured home or manufactured home space.
- 3(1)** Except as provided in this condition, the landlord shall not restrict in any way the right of the tenant to purchase goods or services from the person of the tenant's choice.
- (2)** The landlord may set reasonable standards for manufactured home equipment.
- (3)** Where a person who does not live in the land-lease community and who is offering goods or services for sale
- (a) unduly disturbs the peace and quiet of the land-lease community;
 - (b) fails to observe reasonable rules of conduct that have been established by the landlord; or
 - (c) violates the traffic rules of the land-lease community, despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the land-lease community.
- 4** The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the land-lease community and the services provided by the landlord to the tenants in the land-lease community.
- 5** The tenant is responsible for compliance with municipal by-laws in respect of the tenant's manufactured home and the manufactured home space on which it is located to the extent that the landlord is not responsible.