

Residential Tenancies Act

CHAPTER 401 OF THE REVISED STATUTES, 1989
as amended by

1992, c. 31, ss. 1, 4(b) and (c), 5(1), 8(1) and (2)
(except s.18(4B) as enacted thereby), 9, 10, 14-16;
1994, c. 32; 1993, c. 40, ss. 1-7, 8(2)-14; 1997, c. 7;
2002, c. 10, ss. 23-37; 2002, c. 30, ss. 16-18

and Regulations



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 (except s.18(4B) as enacted thereby), 9, 10, 14-16;
 1994, c. 32; 1993, c. 40, ss. 1-7, 8(2)-14; 1997, c. 7;
 2002, c. 10, ss. 23-37; 2002, c. 30, ss. 16-18

**An Act Respecting
 Residential Tenancies**

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Short title

1 This Act may be cited as the *Residential Tenancies Act*. R.S., c. 401, s. 1.

PURPOSE**Purpose**

1A The purpose of this Act is to provide landlords and tenants with an efficient and cost-effective means for settling disputes. 1993, c. 40, s. 1.

INTERPRETATION**Interpretation**

2 In this Act,

(a) “anniversary date” means a date on which a lease was first entered into, and refers to the same date in a subsequent year as long as the lease continues, regardless of whether the lease is for a term running week to week, month to month, year to year, or for a fixed term;

(aa) *repealed 2002, c. 10, s. 23.*

(ab) “Director” means the Director of Residential Tenancies designated pursuant to this Act;

(ac) “fixed-term lease” means a lease that is entered into for a fixed period of time, which includes the day of commencement and the day of termination stated in the lease;

(b) “landlord” includes a person who is deemed to be a landlord, a lessor, an owner, the person giving or permitting the occupation of premises and his and their heirs and assigns and legal representatives;

(c) “Minister” means the Minister of Service Nova Scotia and Municipal Relations;

(d) “mobile home” means any trailer that is

(i) designed for or intended to be equipped with wheels, whether or not it is so equipped, and

(ii) constructed or manufactured to provide a residence for one or more persons,

but does not include a travel trailer or tent trailer or trailer otherwise designed;

(e) “mobile home park” means any lot, piece or parcel of land upon which two or more occupied mobile homes are located for a period of ten days or more, either free of charge or for revenue purposes, and includes any building, structure or enclosure used or intended for use as part of the equipment of such mobile home park;

(f) “mobile home space” means a plot of ground within a mobile home park designed to accommodate one mobile home;

(fa) “public housing program” means a rental program offered to tenants of low and modest income by reason of funding provided by the Government of Canada, the Province or a municipality or any agency thereof;

(g) “rent” means money or other value payable in consideration of the right to possess or occupy residential premises;

(h) “residential premises” includes any house, dwelling, apartment, flat, tenement, mobile home, mobile home park, mobile home space or other place that is occupied or may be occupied by an individual as a residence or that part of any such place that is or may be occupied by an individual as a residence, but does not include

(i) a university, college or institution of learning, a public hospital, mental hospital, tuberculosis hospital, maternity hospital or sanatorium, a municipal home, or a jail, prison or reformatory,

(ii) a maternity home that is licensed under the *Children’s Services Act*,

(iii) a nursing home to which the *Homes for Special Care Act* applies,

(iv) a hotel that is licensed under the *Hotel Regulations Act*, or

(v) a residential care facility licensed under the *Homes for Special Care Act*;

(i) “residential tenancy officer” means a residential tenancy officer appointed under this Act;

(ia) “Small Claims Court” means the Small Claims Court of Nova Scotia;

(j) "tenant" includes an individual who is deemed to be a tenant and an individual who is a lessee, occupant, subtenant, under-tenant, and his or their assigns and legal representatives;

(k) "wear and tear" means the usual degree of depreciation or deterioration caused by living in a residential premise, relative to the duration of the lease. R.S., c. 401, s. 2; 1992, c. 31, s. 1; 1993, c. 40, s. 2; 2002, c. 30, s. 23.

LANDLORD AND TENANT

Application of Act

3 (1) Notwithstanding any agreement, declaration, waiver or statement to the contrary, this Act applies when the relation of landlord and tenant exists between a person and an individual in respect of residential premises.

(2) For the purposes of subsection (1), the relation of landlord and tenant is deemed to exist in respect of residential premises between an individual and a person when an individual

(a) possesses or occupies residential premises and has paid or agreed to pay rent to the person;

(b) makes an agreement with the person by which the individual is granted the right to possess or occupy residential premises in consideration of the payment of or promise to pay rent;

(c) has possessed or occupied residential premises and has paid or agreed to pay rent to the person. R.S., c. 401, s. 3.

APPLICATION OF ACTS

Certain Acts do not apply

4 When the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise,

- (a) the *Overholding Tenants Act*; and
- (b) the *Tenancies and Distress for Rent Act*,

do not apply to the landlord or to the tenant or in respect of the residential premises or any goods or chattels on the residential premises. R.S., c. 401, s. 4.

Disposal of property of tenant

5 (1) A landlord shall not hold or dispose of a tenant's personal property except in accordance with an order made pursuant to Section 17 or except as otherwise authorized by law.

(2) Nothing in subsection (1) entitles a tenant to leave personal property in the residential premises after the tenancy has terminated.

(3) Where a tenant leaves personal property in the residential premises after the tenancy has terminated or the tenant has abandoned the residential premises, the landlord shall do an inventory, to be filed with the Director, of the personal property and may at any time after sixty days dispose of the property in the manner determined by regulation and any revenue received from such property shall be paid first, towards rent owed, and second, for any storage costs or damages, with respect to the residential premises and any balance shall be turned over to the Public Trustee. R.S., c. 401, s. 5; 1993, c. 40, s. 3; 1997, c. 7, s. 1; 2002, c. 30, s. 16.

Free access by tenant

5A A landlord shall not bar a tenant from free access to the residential premises during the term of the tenancy. R.S., c. 401, s. 5; 1993, c. 40, s. 3.

APPLICATION FEE

Prohibition

6 (1) No person shall demand, accept or receive, from an individual who may, or applies to, become a tenant of that person, a sum of money or other value in consideration of or respecting the application by the individual to become a tenant of that person.

(2) For the purpose of a proceeding in respect of subsection (1),

(a) a person who contravenes subsection (1) is deemed to be a landlord;

(b) the individual from whom that person demands, accepts or receives a sum of money or other value is deemed to be a tenant; and

(c) a relation of landlord and tenant is deemed to exist between them.

(3) Notwithstanding subsection (1), a landlord may charge a sum not exceeding twenty-five dollars for expenses actually incurred in respect of a sublease or an assignment.

(4) Notwithstanding subsection (3), tenants who are leasing under a public housing program shall not sublet the residential premises. R.S., c. 401, s. 6; 1993, c. 40, s. 4.

REQUIREMENT FOR LEASE

Entitlement to documents and information

7 (1) No landlord shall grant a lease or possession or occupancy of residential premises to a tenant unless he has provided the tenant with a copy or reproduction of this Act without cost to the tenant within ten days of such grant, possession or occupancy.

(2) A landlord, with respect to every written tenancy agreement entered into, shall when the tenancy agreement is initially entered into, or if it is entered into before the first day of February, 1985, on the anniversary date thereof, provide the standard form of lease as prescribed by regulation for both the landlord and tenant to sign and a copy signed by both the landlord and tenant shall be retained by the tenant at the time of the signing or given to the tenant within ten days thereof.

(3) Where a landlord fails to provide a copy or reproduction of this Act in accordance with subsection (1) or a copy of a written lease in accordance with subsection (2), the tenant

(a) at any time before the tenant receives a copy or reproduction of this Act or the written lease from the landlord; or

(b) within one month after the tenant receives a copy or reproduction of this Act or the written lease from the landlord,

may give notice to the landlord that the tenant will quit and deliver up the premises on a specified day within a period of three months from the day the notice is given.

(4) A tenant may pay the rent in trust to the Director until the landlord provides the tenant with an executed copy of the lease and a copy or reproduction of this Act.

(5) When a landlord provides an executed copy of the lease or a copy or reproduction of this Act, the landlord may request the tenant to execute an acknowledgement that the copies have been received.

(6) The landlord shall provide the tenant in writing with

(a) the landlord's name;

(b) the landlord's address; or

(c) the name and telephone number of a person responsible for the premises.

(7) Tenants who are leasing pursuant to a public housing program shall, with respect to that public housing program,

(a) provide income verification as required; and

(b) continue to meet the qualifications required pursuant to the provisions of that public housing program.

(8) For the purpose of subsection (7), qualifications required pursuant to the provisions of a public housing program means income and family composition and those qualifications shall be attached to the lease. R.S., c. 401, s. 7; 1993, c. 40, s. 5; 1997, c. 7, s. 2.

Standard form of lease

8 (1) In addition to the statutory conditions, a landlord and tenant may provide in a standard form of lease for other benefits and obligations which do not conflict with this Act.

(2) An additional benefit or obligation under subsection (1) is void unless it appears on both the landlord's and tenant's copies of the standard form of lease.

(3) Any alteration of or deletion from provisions that a standard form of lease is required by regulation to contain is void.

(4) On or after the first day of February, 1985, a landlord and a tenant who enter into a written tenancy agreement or renew a written tenancy agreement and who do not sign a standard form of lease are deemed to have done so and all provisions of this Act and the standard form of lease apply.

(5) A landlord and tenant who have an oral tenancy agreement and who do not sign a standard form of lease are deemed to have done so and all provisions of this Act and the standard form of lease apply. R.S., c. 401, s. 8.

STATUTORY CONDITIONS

Statutory conditions

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.

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.

(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 mobile home space or a mobile home in a mobile home park:

Statutory Conditions Respecting Mobile Homes

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 mobile home by the tenant.

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 mobile home space or a mobile home situate in a mobile home park, 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 mobile home for sale or lease or otherwise part

with the possession of his mobile home or mobile 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 mobile home equipment.

(3) Where a person who does not live in the mobile home park and who is offering goods or services for sale

(a) unduly disturbs the peace and quiet of the mobile home park;

(b) fails to observe reasonable rules of conduct that have been established by the landlord; or

(c) violates the traffic rules of the mobile home park,

despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the mobile home park.

4. The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the mobile home park and the services provided by the landlord to the tenants in the mobile home park.

5. The tenant is responsible for compliance with municipal by-laws in respect of the tenant's mobile home and the mobile home space on which it is located to the extent that the landlord is not responsible.

R.S., c. 401, s. 9; 1992, c. 31, s. 4(b), (c); 1993, c. 40, s. 6; 1997, c. 7, s. 3.

Landlord's rules

9A (1) A copy of reasonable rules established by a landlord that apply to the residential premises shall be given to a tenant prior to executing a lease.

(2) Rules may be changed or repealed upon four months notice to the tenant prior to the anniversary date in any year.

(3) A rule is reasonable if

(a) it is intended to

(i) promote a fair distribution of services and facilities to the occupants of the residential premises,

(ii) promote the safety, comfort or welfare of persons working or residing in the residential premises, or

(iii) protect the landlord's property from abuse;

(b) it is reasonably related to the purpose for which it is intended;

(c) it applies to all tenants in a fair manner; and

(d) it is clearly expressed so as to inform the tenant of what the tenant must or must not do to comply with the rule.

1993, c. 40, s. 7.

NOTICE TO QUIT

Notice to quit

10 (1) Notwithstanding any agreement between the landlord and tenant respecting a period of notice, notice to quit residential premises shall be given

(a) where the residential premises are let from year to year, by the landlord or tenant at least three months before the expiration of any such year;

(b) where the residential premises are let from month to month,

(i) by the landlord, at least three months, and

(ii) by the tenant, at least one month,

before the expiration of any such month;

(c) where the residential premises are let from week to week,

(i) by the landlord, at least four weeks, and

(ii) by the tenant, at least one week,

before the expiration of any such week.

(2) For the purposes of subsection (1), where the residential premises are let for periods that are greater than a week and less than a month, the

residential premises are deemed to be let from month to month.

(3) Notwithstanding any agreement between the landlord and tenant respecting a period of notice and notwithstanding the periods of notice in subsection (1) but subject to subsection (6), where a tenant rents a mobile home space from a landlord and the tenant owns the mobile home or rents the mobile home from a person other than the landlord, notice to quit the mobile home space shall be given

(a) by the landlord, at least six months; or

(b) by the tenant, at least one month,

before the termination of the tenancy except that where the tenant or any person whom the tenant permits on the premises is conducting himself in such a manner as to unduly interfere with the possession or occupancy of other tenants or the landlord, the landlord may give the tenant notice to quit the space not earlier than thirty days from the date upon which the notice is given.

(4) A notice to quit residential premises shall be in writing and shall contain the signature of the person giving the notice or his agent, a description of the residential premises and the day on which the tenancy terminates.

(5) A notice by a landlord to a tenant may be in Form 1 of the Schedule to this Act and a notice by a tenant to a landlord may be in Form 2 of the Schedule.

(6) Notwithstanding the periods of notice in subsection (1), where a year to year or a month to month tenancy exists or is deemed to exist and the rent payable for the residential premises is in arrears for thirty days, the landlord may give to the tenant notice to quit the residential premises fifteen days from the date the notice to quit is given.

(7) Notwithstanding the periods of notice in subsection (1), where a week to week tenancy exists and the rent payable for the residential premises is in arrears for seven days, the landlord may give to the tenant notice to quit the residential premises seven days from the date the notice to quit is given.

(7A) Notwithstanding subsections (1), (6) and (7), where a tenant poses a risk to the safety or security of the landlord or other tenants in the same

building on account of the contravention or breach by that tenant of any enactment, notice of termination may be given to the tenant effective not earlier than five days, or such shorter period as the Director may direct, after the notice is given.

(8) Notwithstanding the periods of notice in subsection (1) or (6), where a tenant, on the eighteenth day of May, 1984, or thereafter, has resided in the residential premises for a period of five consecutive years or more, notice to quit may not be given except where

(a) the residential premises are leased to a student by an institution of learning and the tenant ceases to be a student;

(b) the tenant was an employee of an employer who provided the tenant with residential premises during his employment and the employment has terminated;

(c) the residential premises have been made uninhabitable by fire, flood or other occurrence;

(d) *repealed 1994, c. 32, s. 1.*

(e) the Director is satisfied that the tenant is in default of any of his obligations under this Act, the regulations or the lease;

(f) the Director is satisfied that it is appropriate to make an order under Section 17A directing the landlord to be given possession at a time specified in the order, but not more than six months from the date of the order, where

(i) the landlord in good faith requires possession of the residential premises for the purpose of residence by himself or a member of his family,

(ii) the landlord in good faith requires possession of the residential premises for the purpose of demolition, removal or making repairs or renovations so extensive as to require a building permit and vacant possession of the residential premises, and all necessary permits have been obtained, or

(iii) the Director deems it appropriate in the circumstances.

(8A) Notwithstanding the periods of notice contained in subsection (3), where a tenant in a mobile park on the first day of November, 1993, and thereafter has resided in the residential premises for a period of one year or more, notice to quit may not be given except in the same circumstances as is set forth in clauses (a) to (f) of said subsection (8).

(9) Where the interest of a tenant in residential premises arising under a tenancy agreement is

- (a) foreclosed as a result of a proceeding
 - (i) respecting a mortgage which has priority over the interest of the tenant, or
 - (ii) in which the landlord's interest under an agreement of sale is foreclosed; or
- (b) extinguished as a result of a sale under the *Sale of Land under Execution Act* respecting a judgment which has priority over the interest of the tenant,

the tenant may, notwithstanding the foreclosure or the sale, remain in possession of the premises under the same terms and conditions as if the foreclosure or the sale had not taken place, except that the right to remain in possession terminates on the earlier of

- (c) the expiration of three months after the person who, but for this subsection, would be entitled to possession of the premises, gives to the tenant a notice to quit the premises; or
- (d) the date on which the tenancy agreement terminates in accordance with its terms or is lawfully terminated. R.S., c. 401, s. 10; 1992, c. 31, s. 5(1); 1994, c. 32, s. 1; 1993, c. 40, s. 8; 1997, c. 7, s. 4.

Renewal term and daily rents

10A (1) A lease, except for a fixed-term lease, continues for the same type of term if no notice is given pursuant to subsection (1) of Section 10 and is deemed to have been automatically renewed.

(2) A fixed-term lease ends on the day specified in the lease and, if a tenant remains in possession with the consent of an owner, the lease is deemed to have renewed itself on a month-to-month basis.

(3) Where a tenant gives a notice to quit three months prior to the anniversary date of a year-to-year lease and requests in writing that the term be changed to a month-to-month lease, the consent of the landlord shall not be arbitrarily or unreasonably withheld.

(4) Where a tenant makes a written request pursuant to subsection (3), the landlord shall respond within thirty days of receipt thereof, otherwise consent is deemed to be granted.

(5) No landlord shall charge daily rents to avoid the provisions of this Act unless the residential premises or a part thereof are licensed pursuant to the *Hotel Regulations Act*. 1993, c. 40, s. 9.

Early termination upon income reduction

10B Notwithstanding Section 10, where the income of a tenant, or one of a group of the tenants in the same residential premises, is so reduced because of a significant deterioration of a tenant's health that it is not reasonably sufficient to pay the rent in addition to the tenant's other reasonable expenses, or if there is more than one tenant, the tenant's portion of the rent and other reasonable expenses, the tenant may terminate a year-to-year tenancy by giving the landlord

- (a) one month's notice to quit; and
- (b) a certificate of a medical practitioner evidencing the significant deterioration of health. 1993, c. 40, s. 9.

Early termination for health reasons

10C Notwithstanding Section 10, where a tenant or a family member of a tenant in a year-to-year tenancy has suffered a significant deterioration in health that, in the opinion of a medical practitioner, results in the inability of the tenant to continue the lease or where the residential premises are rendered inaccessible to the tenant, the tenant may terminate the tenancy by giving the owner

- (a) one month's notice to quit; and
- (b) a certificate of a qualified medical practitioner evidencing the significant deterioration of health. 1993, c. 40, s. 9; 2002, c. 30, s. 17.

Early termination upon acceptance into home

10D Notwithstanding Section 10, where a tenant in a year-to-year tenancy has been accepted into a nursing home or a home for special care on a permanent basis, the tenant may terminate the tenancy by giving the landlord one month's notice to quit. 1993, c. 40, s. 9.

Notice by personal representative

10E Notwithstanding Section 10, where a tenant in a year-to-year tenancy dies and there are no other tenants in the residential premises, the tenant's personal representative may give the landlord one month's notice to quit to terminate the tenancy. 1993, c. 40, s. 9.

RENTAL INCREASE**Restrictions increasing rent**

11 (1) A landlord shall not increase the rent to a tenant for the twelve-month period following the commencement of a week-to-week, month-to-month, year-to-year or fixed-term lease.

(2) Where a landlord intends to increase the rent payable after the first twelve-month period, the landlord shall give the tenant a notice in writing stating the amount and effective date of the increase in the case of

- (a) a year-to-year lease, four months prior to the anniversary date;
- (b) a month-to-month lease, four months prior to the anniversary date;
- (c) a week-to-week lease, eight weeks prior to the anniversary date;
- (d) a mobile-home lease, seven months prior to the anniversary date,

and in no case shall a landlord increase the rent to the tenant more than once in a twelve-month period and without proper notice prior to the anniversary date in each subsequent year.

(3) In the case of a fixed-term lease, the lease shall indicate the amount and effective dates of any increases and in no case shall the rent be increased to a tenant more than once in a twelve-month period.

(4) The deletion or withdrawal of a service is deemed to constitute a rental increase.

(5) Where a landlord discontinues a service, privilege, accommodation or thing and such discontinuance results in a reduction of the tenant's use and enjoyment of the residential premises, the value of such discontinued service, privilege, accommodation or thing is deemed to be a rent increase for the purpose of this Section.

(6) Nothing in this Section applies to increases or decreases based solely on the income of a tenant pursuant to a public housing program. 1993, c. 40, s. 10.

Rental increases in mobile home parks

11A (1) Where a landlord of a mobile home park space intends to increase the rent payable after the first twelve-month period, the landlord shall serve the tenant with a notice of rent increase in the prescribed form.

(2) A landlord of a mobile home park space may determine a date to be the rent increase date for all mobile home park spaces owned or managed by the landlord.

(3) A tenant of a mobile home park space who receives a notice of increase of rent on or after the twentieth day of December, 1996, but before the coming into force of this Section, may make an application pursuant to Section 14, within thirty days of the coming into force of this Section, to have the notice of rent increase reviewed.

(4) A tenant of a mobile home park space who receives a notice of increase of rent after the coming into force of this Section may, within thirty days of receipt of the notice, make an application pursuant to Section 14 to have the notice of rent increase reviewed. 1997, c. 7, s. 5.

SECURITY DEPOSIT**Security deposit**

12 (1) Where a landlord obtains from a tenant any sum of money or other value that is in addition to the rent payable in respect of the residential premises the sum of money or value is deemed to be a security deposit.

(2) No landlord shall demand, accept or receive from a tenant as a security deposit a sum of money or other value that is in excess of one half of the rent per month that is or would be required to be paid for the residential premises.

(3) Subject to subsection (6), a security deposit or the proceeds thereof shall be held in trust by the landlord and deposited in a trust account in a chartered bank, trust company or credit union or invested in such securities as are authorized by regulation and may be applied to outstanding rent or to expenses incurred in respect of damage to residential premises that is the responsibility of the tenant.

(4) The landlord shall credit interest to the tenant on the full amount or value of the security deposit

(a) at the rate of six per cent per annum before the first day of July, 1982; and

(b) on and after the first day of July, 1982, at the rate of twelve per cent per annum compounded annually, or such rate as the Governor in Council may from time to time determine,

while the security deposit is held by the landlord.

(5) Subject to subsection (6), the security deposit, together with interest, shall be returned to the tenant within ten days of the date of the termination of the lease.

(6) Where the landlord seeks to apply all or part of the security deposit and interest to outstanding rent or to expense incurred in respect of any damage for which the tenant is responsible and the tenant does not consent in writing, the landlord may make an application under Section 13.

(7) An application or a complaint pursuant to subsection (6) shall be made within ten days of the date of termination of the lease and, if no application or no complaint is made, the security deposit shall be returned in accordance with subsection (5).

(8) A landlord shall from time to time file such reports as may be required by the regulations of the amount of the security deposit or proceeds thereof which are held in trust.

NOTE - Subsections (9) to (12), enacted by Section 6 of Chapter 31 of the Acts of 1992, have not been proclaimed.

(13) An owner, partner or director of a company which owns or manages residential premises is personally liable for any breach of the Act or the regulations governing security deposits.

(14) Upon trusteeship, receivership, bankruptcy, sale, transfer, abandonment, foreclosure or sale of land under execution, the security deposits of the tenants held by the landlord are deemed to have been transferred to the receiver, trustee, mortgagee in possession or the new landlord and that receiver, trustee, mortgagee or landlord is responsible for the tenant's security deposits.

(15) A claim for damages from a security deposit shall not include any costs associated with ordinary wear and tear of the residential premises.

(16) Notwithstanding Section 23, any landlord who violates this Section is guilty of an offence punishable on summary conviction and upon conviction is liable to a fine of not more than five thousand dollars. R.S., c. 401, s. 12; 1993, c. 40, s. 11; 1997, c. 7, s. 6.

PROCEDURES

Application to Director

13 (1) Where a person applies to the Director

(a) to determine a question arising under this Act; or

(b) alleging a breach of a lease or a contravention of this Act,

and, not more than one year after the termination of the lease, files with the Director an application in the form prescribed by regulation, together with the fee prescribed by regulation, the Director is the exclusive authority, at first instance, to investigate and endeavour to mediate a settlement.

(2) Upon making an application pursuant to subsection (1), the applicant shall, in accordance with the regulations, serve the other parties to the matter with a copy of the application.

(3) Where the landlord or the tenant has made efforts to serve the other party that have been unsuccessful, the Director may order an alternate acceptable method of service.

(4) An applicant may withdraw an application at any time before an order or decision is made. 1997, c. 7, s. 7.

Review of mobile home park rental increase

14 (1) A tenant of a mobile home park space may apply to the Director in accordance with subsections 11A(3) and (4) for a review of a notice of rent increase received on or after the twentieth day of December, 1996, and shall serve the landlord with a copy of the application in the manner prescribed by regulation.

(2) An application filed pursuant to subsection (1) shall be in the prescribed form and all tenants of the landlord referred to in subsection (1) who pay the same amount of rent and who have received notice of the same rent increase are deemed to be parties to the application.

(3) The landlord shall, within fifteen days of receipt of the application, provide the Director with the information required by regulation.

(4) If the landlord does not provide the information required by subsection (3), the Director may make an order denying the rent increase.

(5) In exercising authority pursuant to this Section, the Director may determine and adopt the most expeditious method of determining the rent increase.

(6) In reviewing a notice of rent increase, the Director shall consider

(a) the guidelines prescribed by regulation; and

(b) any information provided or submissions made by the landlord or tenant.

(7) The Director may make an order pursuant to Section 17A determining a rent increase which may be made retroactive to the date of rent increase in the notice given by the landlord and, if the order is made retroactive, it is deemed to have come into force on the date to which it is made retroactive. 1997, c. 7, s. 7.

Service of documents

15 (1) Service of all documents, except documents relating to an appeal to the Small Claims Court, may be made by personal service, registered mail or substituted service in the manner prescribed by regulation.

(2) Notwithstanding subsection (1), where the Director is not satisfied that the respondent has been served with an application made pursuant to Section 13, the Director may order an alternate acceptable form of service. 1997, c. 7, s. 7; 2002, c. 10, s. 24; 2002, c. 30, s. 18.

Duties and powers of Director

16 (1) Upon receiving an application pursuant to Section 13, the Director shall investigate and endeavour to mediate a settlement of the matter.

(2) Where a matter is settled by mediation, the Director shall make a written record of the settlement which shall be signed by both parties and which is binding on the parties and is not subject to appeal.

(3) Where a matter is settled by mediation, the Director may, if a party fails to comply with the terms on which the matter was settled, make an order pursuant to Section 17A. 1997, c. 7, s. 7.

Order by Director

17 (1) Where, after investigating the matter, the Director determines that the parties are unlikely to settle the matter by mediation, the Director shall, within fourteen days, make an order in accordance with Section 17A.

(2) The Director is not disqualified from making an order respecting a matter by reason of having investigated or endeavoured to mediate the matter. 1997, c. 7, s. 7.

Contents of order

17A An order made by the Director may

(a) require a landlord or tenant to comply with a lease or an obligation pursuant to this Act;

(b) require a landlord or tenant not to again breach a lease or an obligation pursuant to this Act;

(c) require the landlord or tenant to make any repair or take any action to remedy a breach, and require the landlord or tenant to pay any reasonable expenses associated with the repair or action;

(d) order compensation to be paid for any loss that has been suffered or will be suffered as a direct result of the breach;

(e) terminate the tenancy on a date specified in the order and order the tenant to vacate the residential premises on that date;

(f) determine the disposition of a security deposit;

(g) direct that the tenant pay the rent in trust to the Director pending the performance by the landlord of any act the landlord is required by law to perform, and directing the disbursement of the rent;

(h) require the payment of money by the landlord or the tenant;

(i) determine the appropriate level of a rent increase;

(j) require a landlord or tenant to comply with a mediated settlement. 1997, c. 7, s. 7.

Consequences of failure to appeal

17B (1) Where no appeal is made pursuant to Section 17C, a decision or order made by the Director under this Act may be made an order of the Small Claims Court and may be enforced in the same manner as any order or judgment of that Court.

(2) To make a decision or order made by the Director an order of the Small Claims Court, the Director shall endorse a copy of the decision or order certified by the Director to be a true copy as follows:

Make the within an order of the Small Claims Court.

Dated this day of , 20

.....

Director of Residential Tenancies

(3) The Director may forward the decision or order so endorsed to a clerk of the Small Claims Court who shall, upon receipt thereof, enter the same as a record and it thereupon becomes and is an order of the Small Claims Court and enforceable as any order or judgment thereof. 2002, c. 10, s. 25.

Appeal to Small Claims Court

17C (1) Except as otherwise provided in this Act, any party to an order of the Director may appeal to the Small Claims Court.

(2) An appeal may be commenced by filing with the Small Claims Court, within ten days of the making of the order, a notice of appeal in the form prescribed by regulations made pursuant to the *Small Claims Court Act* accompanied by the fee prescribed by regulations made pursuant to the *Small Claims Court Act*.

(3) The appellant shall serve each party to the order and the Director with the notice of appeal and the notice of hearing.

(3A) Service of all documents may be by personal service or such other manner of service or substituted service permitted pursuant to the *Small Claims Court Act*.

(4) The Small Claims Court shall conduct the hearing in respect of a matter for which a notice of appeal is filed.

(5) The Small Claims Court shall determine its own practice and procedure but shall give full opportunity for the parties to present evidence and make submissions.

(6) The Small Claims Court may conduct a hearing orally, including by telephone.

(7) Evidence may be given before the Small Claims Court in any manner that the Small Claims Court considers appropriate and the Small Claims Court is not bound by rules of law respecting evidence applicable to judicial proceedings.

(8) The evidence at a hearing shall not be recorded. 1997, c. 7, s. 7; 2002, c. 10, s. 26.

Duties of Court on appeal

17D (1) Within fourteen days of holding a hearing pursuant to subsection 17C(4), the Small Claims Court shall

(a) confirm, vary or rescind the order of the Director; or

(b) make any order that the Director could have made.

(2) *repealed 2002, c. 10, s. 27.*

1997, c. 7, s. 7; 2002, c. 10, s. 27.

Appeal to Court

17E (1) Subject to subsection (2), a party to an appeal to the Small Claims Court pursuant to this Act may, if that person took part in the hearing, appeal the order of the Small Claims Court to the Supreme Court of Nova Scotia in the manner set out in the *Small Claims Court Act*.

(2) An appeal pursuant to subsection (1) may only be taken on the ground of

(a) jurisdictional error;

(b) error of law; or

(c) failure to follow the requirements of natural justice. 1997, c. 7, s. 7; 2002, c. 10, s. 28.

RESIDENTIAL TENANCIES BOARD

18 *repealed 2002, c. 10, s. 29.*

Director of Residential Tenancies

18A (1) The Minister shall designate a person in Service Nova Scotia and Municipal Relations to be the Director of Residential Tenancies, who shall exercise such powers and perform such duties as are conferred or imposed on the Director by this Act or the regulations.

(2) The Director of Residential Tenancies may, with the approval of the Minister, authorize a residential tenancies officer to exercise or perform, in addition to or in substitution for the Director, any power or duty conferred or imposed on the Director by this Act or the regulations, subject to such conditions as the Minister may impose. 1992, c. 31, s. 9; 2002, c. 10, s. 30.

PERSONNEL

Personnel

19 (1) There shall be appointed residential tenancy officers and such other persons required for the purpose of carrying out the provisions of this Act or any other Act.

(2) Persons appointed pursuant to subsection (1) shall be appointed in accordance with the *Civil Service Act*.

(3) The Minister may prescribe the duties of persons appointed pursuant to this Section.

R.S., c. 401, s. 19.

Declaration of interest

19A Every person appointed pursuant to this Act shall, within thirty days after being appointed, where that person is appointed after this Section comes into force, and in all other cases within thirty days after this Section comes into force, file with the Minister a written declaration of any interest the person has in residential premises, and thereafter shall annually file with the Minister a written declaration of any such interest. 1992, c. 31, s. 10.

PROTECTION OF TENANTS

Consequence of retaliatory action by landlord

20 The Director or the Small Claims Court may refuse to exercise, in favour of a landlord, the powers or authorities under this Act or may set aside a notice to quit if the Director or the Small Claims Court is of the opinion that a landlord has acted in retaliation for a tenant attempting to secure or enforce the tenant's rights under this Act or the *Rent Review Act*. R.S., c. 401, s. 20; 1997, c. 7, s. 9; 2002, c. 10, s. 31.

ENFORCEMENT

21 and 22 repealed 2002, c. 10, s. 32.

Right of entry

22A (1) The Director may

- (a) inspect residential premises;
- (b) inspect records of security deposits in any premises,

for the purpose of enforcing and administering this Act.

(2) Where a judge of the provincial court is satisfied by information under oath that

(a) a reasonable, unsuccessful effort to effect entry pursuant to subsection (1) has been made; or

(b) there are reasonable grounds for believing that entry would be denied without a warrant,

the judge may, at any time, and where necessary upon application without notice, issue an order authorizing the Director, with such peace officers as are required to assist, to enter a place and take any action authorized by subsection (1). 1992, c. 31, s. 14.

PENALTY

Offence and penalty

23 Any person who violates or fails to comply with any order, direction or other requirement of the Director or the Small Claims Court or contravenes any provision of this Act, or any landlord who takes action against a tenant because of any resort by that tenant to any governmental authority in respect of the residential premises or because a tenant attempts to enforce or secure his rights under this Act or the *Rent Review Act*, is guilty of an offence punishable on summary conviction and is liable to a fine of not more than one thousand dollars. R.S., c. 401, s. 23; 2002, c. 10, s. 33.

Consent to prosecution

24 No proceeding may be brought under Section 23 without the consent of the Attorney General. R.S., c. 401, s. 24.

APPLICATION

Application of Act

25 (1) This Act governs all landlords and tenants to whom this Act applies in respect of residential premises.

(2) This Act binds Her Majesty in right of the Province and Canada. R.S., c. 401, s. 25; 1994, c. 32, s. 2.

Regulations

26 (1) The Governor in Council may make regulations

(a) prescribing any form, fee or charge required for the purposes of this Act;

(b) respecting security deposits;

- (c) prescribing a printed standard form of lease which shall be used by all landlords and tenants and which shall include
 - (i) a description of the parties to the lease,
 - (ii) a description of the premises leased,
 - (iii) the term of the lease,
 - (iv) the rent payable under the lease,
 - (v) whether or not a security deposit is required,
 - (vi) the statutory conditions,
 - (vii) the terms under which the lease may be terminated,
 - (viii) a larger type notice to tenants that the lease will automatically renew if the tenant does not give a notice to quit within the time period set out in Section 10,
 - (ix) such additional provisions as the Governor in Council may prescribe;
- (ca) prescribing the information to be provided by a landlord to a tenant;
- (cb) *repealed 1997, c. 7, s. 10.*
- (cc) prescribing the duties of the Director;
- (cd) *repealed 1997, c. 7, s. 10.*
- (ce) and (cf) *repealed 2002, c. 10, s. 34.*
- (d) defining any word or expression used and not defined herein;
- (e) respecting any matter which the Governor in Council considers necessary or advisable to carry out effectively the intent and purposes of this Act.

(2) The exercise by the Governor in Council of the authority set out in subsection (1) shall be regulations under the *Regulations Act*. R.S., c. 401, s. 26; 1992, c. 31, s. 15; 1993, c. 40, s. 13; 1997, c. 7, s. 10; 2002, c. 10, s. 34.

Waiver of fee

27 Notwithstanding anything in this Act, no fee is payable by a person in respect of an application to the Director where that person is receiving the guaranteed income supplement, social assistance or family benefits or where the Minister waives the fee. 1992, c. 31, s. 16; 2002, c. 10, s. 35.

28 *repealed 2002, c. 10, s. 36.*

MOBILE-HOME ADVISORY COMMITTEE

Establishment and composition of committee

- 29 (1) The Minister shall establish an advisory committee on mobile-home tenancies to advise the Minister on the administration of mobile homes pursuant to this Act.
 - (2) The committee shall consist of an equal number of persons who, in the Minister's opinion, are representative of the views of landlords and of tenants of mobile homes.
 - (3) The committee shall be chaired by a person appointed from the Department of Housing and Consumer Affairs.
 - (4) The chair of the committee shall be appointed by the Minister. 1993, c. 40, s. 14.

SCHEDULE

Form 1

NOTICE TO TENANT

To

(name of tenant)

I hereby give you notice to deliver up possession of the premises which you

(description of premises)

hold of me as tenant, on the day of next.

DATED this day of, 19...

.....

Landlord

Form 2

NOTICE TO LANDLORD

To

(name of landlord)

I hereby give you notice that I am giving up possession of the premises which

(description of premises)

I hold of you as tenant, on the day of
..... next.

DATED this day of, 19....

.....
.....

Tenant

R.S., c. 401, Sch.

Residential Tenancies Regulations

made under subsection 12(4) and Section 26 of the

Residential Tenancies Act

R.S.N.S. 1989, c. 401

O.I.C. 89-1118, N.S. Reg. 190/89

as amended up to O.I.C. 2005-215, N.S. Reg. 115/2005

June 2, 2005

Consolidation prepared by
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Halifax, Nova Scotia

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Residential Tenancies Regulations
made under subsection 12(4) and Section 26 of the
Residential Tenancies Act
R.S.N.S. 1989, c. 401

O.I.C. 89-1118 (September 26, 1989, effective October 1, 1989), N.S. Reg. 190/89
as amended up to O.I.C. 2005-215 (June 2, 2005), N.S. Reg. 115/2005

1A These regulations may be cited as the
Residential Tenancies Regulations.

Original Section 1A added: O.I.C. 92-1206, N.S. Reg. 268/92; renumbered subsection 1(2): O.I.C. 95-876, N.S. Reg. 175/95. Section 1A added: O.I.C. 95-876, N.S. Reg. 175/95.

Interpretation

1 (1) In these regulations

(a) in respect of the term "security deposit",

(i) "money" includes coin, government or bank notes, cheques, drafts and post office, express or bank money orders,

(ii) "other value" includes securities, stock certificates, bonds, debentures, deposit receipts, treasury bills, negotiable instruments, real property, and anything of value which could be negotiated or transferred by the landlord, but excludes money;

(aa) "public sale" means a sale of property with notice to the general public, and includes a sale by classified advertisement;

Clause 1(1)(aa) added: O.I.C. 2005-215, N.S. Reg. 115/2005.

(b) "record" includes the books of account and records of a landlord set up to keep security deposits separate and apart from the ordinary business records of the landlord;

(c) "trust account" means a trust account set up in a bank, credit union or trust company by a landlord to keep security deposits separate and apart from the ordinary business and personal accounts of a landlord.

Section 1 renumbered subsection 1(1): O.I.C. 95-876, N.S. Reg. 175/95.

(2) For greater certainty, "date on which a lease was first entered into" in clause 2(a) of the Act means the date on which the term of the lease begins.

Original Section 1A added: O.I.C. 92-1206, N.S. Reg. 268/92; renumbered subsection 1(2): O.I.C. 95-876, N.S. Reg. 175/95; replaced: O.I.C. 2003-32, N.S. Reg. 20/2003. Sections 2, 3, and 4 repealed: O.I.C. 97-629, N.S. Reg. 132/97.

Security deposits

5 For the purposes of subsection 12(4) of the Act, the landlord shall credit interest to the tenant on the full amount or value of the security deposit on, from and after

(a) January 1, 1985 at the rate of seven percent per annum;

(b) January 1, 1992 at the rate of three percent per annum; and

(c) January 1, 1995 at the rate of one percent per annum;

compounded annually, while the security deposit is held by the landlord.

Section 5 replaced: O.I.C. 95-876, N.S. Reg. 175/95.

6 Every landlord shall keep a record which is clearly distinguishable from the record of money received and disbursed on his own account, and which shows for each tenant

(a) any money received as a security deposit, any disbursements, and the undisbursed balance thereof; and

(b) any other value received and delivered as a security deposit, any disbursements and the undisbursed portion thereof held in trust.

7 Every landlord shall keep a record which shows

(a) a comparison made monthly between the total of the undisbursed balances of monies held in trust for tenants by the landlord and the total of the balances held on deposit in the trust account, together with an explanation for any difference in the totals; and

(b) a consolidated list of all other value held in trust for tenants.

8 Every landlord shall keep a bank statement and pass book of the trust account containing the security deposits of each tenant.

9 Every landlord who receives a security deposit from a tenant in money shall have at least one deposit account which shall be

(a) in a chartered bank, credit union or trust company authorized by law to receive money on deposit;

(b) designated both in the records of the landlord and of the bank, credit union or trust company as a trust account; and

(c) kept separate and apart from any deposit account containing monies belonging to the landlord.

10 Money held in trust for or on account of a tenant in respect of a tenancy shall be kept in the Province and,

(a) upon receipt of a security deposit in money for or on account of a tenant, every landlord shall pay the money into the landlord's trust account not later than the third banking day following the day of receipt thereof by the landlord; and

(b) upon receipt of a security deposit in other value for or on account of a tenant, every landlord shall be liable for its safekeeping.

11 (1) No money shall be withdrawn from a landlord's trust account except as provided in the Act or these regulations.

(2) Notwithstanding subsection (1), money deposited in a landlord's trust account by mistake, accident, or which belongs to the landlord, may be withdrawn.

12 Every cheque drawn on a trust account shall be marked as a trust account cheque and be payable to a named payee, and no money shall be withdrawn from the trust account on behalf of the landlord except as provided in the Act or these regulations.

13 No landlord shall at any time

(a) deposit money in, draw on, or otherwise use his trust account for business or personal use; or

(b) permit his trust account to be overdrawn as a whole, or with respect to the funds held on account of any tenant.

14 Nothing in these regulations shall deprive a landlord of any recourse or right, whether by way of a lien, set-off, counterclaim, charge or otherwise, against money in a trust account, or against other value held by a landlord as a security deposit.

15 (1) A landlord may invest money held as a security deposit in government backed guaranteed investment certificates.

Subsection 15(1) replaced: O.I.C. 95-876, N.S. Reg. 175/95.

(2) Where other value is held as a security deposit, no landlord may sell or otherwise convert the other value into money or invest the proceeds thereof in securities or in any other manner unless the tenant for or on behalf of whom the security deposit is held consents in writing.

16 Any interest earned in excess of the rate determined by the Governor in Council for security deposits shall become the property of the landlord.

17 Charges associated with the setting up and normal operation of a trust account are the responsibility of the landlord.

18 Every landlord shall at all times maintain a sufficient balance on deposit in his trust account which together with undeposited money in trust for or on account of a tenant is sufficient to meet all of the obligations of the landlord with respect to security deposits.

19 Every landlord shall, within ten days from the receipt of a written request from the Director of Residential Tenancies, file a certificate signed by a public accountant and satisfactory to the Director as to the financial position of his trust account.

Section 19 amended: O.I.C. 2003-32, N.S. Reg. 20/2003.
Section 20 repealed: O.I.C. 2003-32, N.S. Reg. 20/2003.

21 Upon the sale or transfer of a rental property, a landlord shall transfer his trust account to the new landlord, together with all records and statements of the trust account.

22 Upon trusteeship, receivership, bankruptcy, abandonment, foreclosure or sale of land under execution, a landlord shall transfer his trust account to the trustee, receiver, mortgagee or new landlord, together with all records and statements of the trust account.

Section 22 added: O.I.C. 95-876, N.S. Reg. 175/95.

23 Where a tenant leaves personal property in the residential premises after the tenancy has ended or the tenant has abandoned the residential premises pursuant to subsection 5(3) of the Act, the landlord shall prepare an inventory in Form "A" and file it with the Director, and send a copy of Form "A" to the tenant by registered mail to the tenant's new address, if known, or to the address for contact of next of kin, if indicated on the lease.

Section 23 added: O.I.C. 95-876, N.S. Reg. 175/95.

Disposing of abandoned personal property

24 (1) The Director may, in writing, authorize a landlord to dispose of abandoned personal property that has an estimated value of \$500 or less by any method convenient to the landlord, if 60 days have elapsed since Form "A" was filed with the Director and mailed to the tenant or the tenant's next of kin.

(2) The Director may, in writing, authorize a landlord to sell abandoned personal property that has an estimated value over \$500, except mobile homes, through a public sale or a public auction, if 60 days have elapsed since Form "A" was filed with the Director and mailed to the tenant or the tenant's next of kin.

(3) A landlord may immediately dispose of abandoned personal property that the landlord considers to be unsanitary or unsafe to store, and within 10 days of the date that the property is disposed of, must file Form "A" with the Director and mail a copy of Form "A" to the tenant or the tenant's next of kin.

Section 24 replaced: O.I.C. 2005-215, N.S. Reg. 115/2005.

Disposing of abandoned mobile homes

24A(1) The Director may, in writing, authorize the landlord to sell abandoned personal property that consists of a mobile home through a public auction, if 60 days have elapsed since Form "A" was filed with the Director and mailed to the tenant or the tenant's next of kin.

(2) Before authorizing the sale of a mobile home in accordance with subsection (1), the Director shall require that a landlord provide proof satisfactory to the Director that no security interests are held against the mobile home.

Section 24A added: O.I.C. 2005-215, N.S. Reg. 115/2005.

Accounting of sale of abandoned property

24B Within 10 days of the date of a sale or auction of a tenant's abandoned personal property, a landlord must file an accounting of sale in Form "B" with the Director for any abandoned personal property that is sold.

Section 24B added: O.I.C. 2005-215, N.S. Reg. 115/2005.

Service

25 (1) Where an application pursuant to subsection 13(1) of the Act is filed, the applicant shall serve a copy of the application on the other parties to the matter by personal service or by registered mail.

Subsection 25(1) amended: O.I.C. 2003-32, N.S. Reg. 20/2003.

(2) For the purposes of subsection 15(1) of the Act, "substituted service" means a method of service set out in subsection (3).

(3) If a party satisfies the Director that reasonable efforts have been made to serve any other party by personal service or by registered mail, and the efforts have been unsuccessful, the Director may authorize substituted service, which may be effected by the party leaving the documents

(a) at the other party's place of business; or

(b) where the other party is a landlord, with the superintendent responsible for the residential premises or with the property manager at the address noted on the lease; or

(c) where the other party is a tenant, with the tenant's next of kin as noted on the lease; or

(d) in any other manner satisfactory to the Director.

(4) Proof of service may be in Form "G".

(5) Where an application has been filed pursuant to subsection 14(1) of the Act, the tenant shall serve the landlord with a copy of the application by personal service or by registered mail or in a manner provided by subsection (3).

Section 25 added: O.I.C. 97-629, N.S. Reg. 132/97.

**Review of Notice of Rent Increase Guidelines
for Mobile Home Parks**

Director's considerations

26 (1) When making a determination on an application pursuant to Section 14 of the Act, the Director shall consider the following:

- (a) **income** — total potential income at 100% occupancy of the park and any other income generated through and in relation to park operation;
- (b) **operating expenses** — include the regular expenses necessary to operate the mobile home park, and where the actual expense is known, that amount will be used;
- (c) **increasing operating expenses** — include the inflationary increases in basic operating expenses, and where the actual expense is known, that amount will be used.

(2) In determining amounts for purposes of clauses (1)(b) and (c), the Director shall also consider Sections 27 to 32.

Section 26 added: O.I.C. 97-629, N.S. Reg. 132/97.

Operating expenses

27 For the purposes of clause 26(b), operating expenses include

- (a) garbage collection;
- (b) snow removal;
- (c) road maintenance;
- (d) maintenance of common areas including playgrounds;
- (e) property taxes;
- (f) electricity;
- (g) insurance;
- (h) water and sewer.

Section 27 added: O.I.C. 97-629, N.S. Reg. 132/97.

Increasing operating expenses

28 The Director shall consider the following projected increases:

- (a) maintenance of common areas, including playgrounds4%
- (b) property taxes3%
- (c) electricity2%
- (d) insurance5%
- (e) water and sewer5%

**Section 28 added: O.I.C. 97-629, N.S. Reg. 132/97;
replaced: O.I.C. 2005-215, N.S. Reg. 115/2005.**

Expenses not allowed

29 The Director shall disallow any of the following expenses or increasing expenses:

- (a) any expense incurred in the preparation and presentation of a submission in response to an application for review of a notice of rent increase;
- (b) any expenses that do not relate to the rental property;
- (c) any expense or portion thereof that the Director determines is incurred as a result of a non-arms length transaction;
- (d) any expense incurred in complying with any statutory enactment;
- (e) any debt servicing expense incurred for any other purpose than completing capital cost items in the mobile home park;
- (f) any expense that is not substantiated; or
- (g) any expense that the Director determines to be unreasonable compared to industry norms.

Section 29 added: O.I.C. 97-629, N.S. Reg. 132/97.

Management fee

30 (1) A management fee is a justified expense whether paid to another individual or to the landlord.

(2) The maximum allowable management fee is 5% of total income at 100% occupancy for the twelve month period immediately preceding the date of the notice of rent increase.

Section 30 added: O.I.C. 97-629, N.S. Reg. 132/97.

residential tenancies regulations**Capital costs**

31 (1) All renovations, improvements and major repairs are considered capital costs.

(2) Consideration is given to the cost of the item and financing for a reasonable period of time divided by the expected life.

(3) The life expectancy guide attached as Schedule "A" and forming part of these regulations shall be used unless a landlord can substantiate to the satisfaction of the Director a shorter life expectancy.

(4) When projecting the interest rate to be applied to the funds required to finance a capital cost, the prime rate at the time of the review is to be used unless evidence is presented to substantiate another rate and that rate is determined by the Director to be reasonable.

Section 31 added: O.I.C. 97-629, N.S. Reg. 132/97.

Difference between actual and projected costs

32 Where a past year's rent increase has been based in part or in whole on projected expenses and costs, the Director shall compare the projected costs and the actual costs and may consider any difference.

Section 32 added: O.I.C. 97-629, N.S. Reg. 132/97.

Fee

33 The fee for an application to the Director is \$25.00.

Section 33 added: O.I.C. 97-629, N.S. Reg. 132/97;
amended: O.I.C. 2004-138, N.S. Reg. 109/2004.

Forms

34 A notice of mobile home park rent increase pursuant to subsection 11A(1) of the Act shall be in Form "C".

Section 34 added: O.I.C. 97-629, N.S. Reg. 132/97.

35 An application to the Director pursuant to subsection 13(1) or subsection 14(1) of the Act shall be in Form "D".

Section 35 added: O.I.C. 97-629, N.S. Reg. 132/97.

36 Financial information in support of a notice of rent increase pursuant to subsection 14(3) of the Act shall be in Form "E"

Section 36 added: O.I.C. 97-629, N.S. Reg. 132/97.

Section 37 repealed: O.I.C. 2003-32, N.S. Reg. 20/2003.

38 A standard form of lease pursuant to subsection 7(2) and clause 26(1)(c) of the Act shall be in Form "H"

Section 38 added: O.I.C. 97-629, N.S. Reg. 132/97.

Schedule "A"
 Life Expectancy Guide — For Mobile Home Parks

ITEM		LIFE (in years)
STREETS, PARKING AREAS, DRIVEWAYS, WALKWAYS	Asphalt	8 - 15
	Concrete	15
	Gravel	10
	Interlocking Brick	20
FENCES	Wood	8 - 15
	Steel	15 - 25
ROOFS	Flat	10 - 15
	Sloped (Shingled)	15 - 20
ELECTRICAL	Light fixtures	10 - 15
	Panels and distribution	20 - 30
	Smoke detectors and fire alarms	10 - 20

Schedule "A" added: O.I.C. 97-629, N.S. Reg. 132/97.



Form "A"
Inventory of Tenant's Abandoned
Personal Property

Form with fields: Address of Rental Premises, Name of Tenant, Forwarding address for tenant, Date tenant abandoned rental unit, Amount of security deposit, Has tenant or next of kin been contacted?, Location where personal property will be stored

Landlord's name, Address, Telephone number/Fax number, Contact person, Telephone number

- Checkboxes: The goods are unsanitary or unsafe to store - dispose of immediately. The goods are of an estimated value under \$500 - landlord requests permission to dispose of them after storing them for 60 days. The goods are of an estimated value over \$500 - landlord will store them for 60 days. The goods include an abandoned mobile home.

List of abandoned personal property: (Attach additional pages if necessary.)

Blank lines for listing abandoned personal property

Additional information:

Blank lines for additional information

Signature of landlord, Date, Witness, Date

Please forward a copy of this inventory to Service Nova Scotia and Municipal Relations and to the tenant, if forwarding address is known, or the next of kin as noted on the lease.



Form "B"
**Accounting of Sale of Abandoned
Personal Property**

Landlord	Address
Landlord's telephone/fax number	Tenant
Rental unit	
Tenancy began	Tenancy ended

Present address of tenant (*if known*) or of a person listed as next of kin on lease.

Total proceeds of sale	\$(1) _____	
Expenses	Amount	
Removal	\$ _____	
Storage	_____	
Advertising	_____	
Sale costs (<i>specify</i>) _____	_____	
Other (<i>specify</i>) _____	_____	
Total expenses	\$(2) _____	
Less		
Amount awarded to landlord by order of the Director or order of the Small Claims Court	\$(3) _____	
Expenses (<i>enter amount from line 2</i>)	\$(4) _____	
Total (<i>add lines 3 and 4</i>)	\$(5) _____	\$(5) _____
Net proceeds (subtract line 5 from line 1 and enter on line 6)		\$(6) _____
Net proceeds enclosed	\$ _____	

Please make cheque payable to the Public Trustee if net proceeds are shown.

I certify all information given to be true, correct and complete to the best of my knowledge:	
_____ Signature of Landlord	_____ Date
_____ Witness	_____ Date



Form "C"
Notice of Rent Increase
Mobile Home Park Space

LANDLORDS PLEASE NOTE

This form must be personally served or sent by registered/certified mail to tenants paying the same rent and being notified of the same rent increase.

Mobile Home Park Name and Address _____

- Present Rent: _____
- Rent Increase: _____ (_____ %)
- New Rent: _____ Effective Date: _____

Any change in Services? _____
(Discontinuing a service is a rent increase and may be reviewed.)

THIS NOTICE OF RENT INCREASE APPLIES TO THE FOLLOWING MOBILE HOME SPACES IN THE PARK:
(Provide space addresses and attach a separate sheet if necessary.)

TENANTS PLEASE NOTE

You may file an application to have this notice of rent increase reviewed within 30 days of receiving it. Any application will be deemed to have been filed on behalf of all tenants affected by this notice. An application may be filed at the nearest office of the Department of Service Nova Scotia and Municipal Relations.

Mobile Home Park Landlord's Name, Address and Telephone Number _____

DATE _____

SIGNATURE _____



Form "D" RESIDENTIAL TENANCIES ACT

FILE NUMBER: _____

APPLICATION TO DIRECTOR

PLEASE PRINT

PLEASE PRINT

FILED BY:

(Applicant)

First name Initial Last name

Home Phone

Street number Street name

Business Phone

Municipality Postal Code

Landlord _____ Tenant _____

Mailing Address if different: _____

AGAINST:

(Respondent)

First name Initial Last name

Home Phone

Street number Street name

Business Phone

Municipality Postal Code

Landlord _____ Tenant _____

Mailing Address if different: _____

RE: _____ Address of Rental Unit

THIS IS AN APPLICATION FOR:

- Termination of tenancy, Disposition of a security deposit, Payment of money, Repairs, Any action by landlord or tenant, Payment of rent in trust, Review of notice of rent increase and determination of appropriate rent increase (APPLIES TO MOBILE HOME PARKS ONLY), Compliance with a lease

DETAILS OF CLAIM:

Continue on separate sheet if necessary

Applicant's Signature

Date

NOTICE OF HEARING

You are required to attend the hearing to be held at _____ in _____, Nova Scotia on _____, the _____ day of _____, 20____, at _____ am/pm.

RESPONDENTS - - PLEASE NOTE IMPORTANT INFORMATION ON BACK

residential tenancies regulations

IMPORTANT INFORMATION

This Application has been filed with the Director of Residential Tenancies.

- The Director has authorized me to investigate and attempt to mediate the dispute. If there is no mediation, I will make a decision within 14 days.
- Mediation means that the parties discuss the dispute and come to an agreement on how best to resolve it. I will encourage mediation and help you and the applicant discuss the matter so you may resolve the dispute.
- If you come to an agreement, I will prepare a written settlement for both parties to sign. There can be no appeal of the settlement.
- If you are not able to come to an agreement, I will hold the hearing and decide the issue within 14 days. See Notice of Hearing on front. You should bring all information about the dispute to the hearing. For example, letters, receipts and photos. You may bring witnesses if you wish. Witnesses should have first hand knowledge of the situation. If you want to show videotaped evidence, you must bring equipment needed to show it at the hearing.
- The Director's Order that I issue will be based on information obtained during my investigation, your mediation efforts and evidence presented at the hearing, if the hearing is necessary.
- If you do not attend the hearing, I am authorized to issue an Order based on information obtained during my investigation and from the Applicant.

You may inquire about this Application by contacting me by telephone at _____ or by fax at _____.

Residential Tenancy Officer

Date



FORM "E"
RESIDENTIAL TENANCIES ACT

File Number: _____

Financial Information in Support of a Notice of Rent Increase

RE: _____
Name and address of Mobile Home Park

LANDLORD INFORMATION: _____
Name

Address _____ Postal Code _____

Home Phone _____

Business Phone _____

I declare that the information included in this document and in the attachments is true and complete, and that the information represents a consistent presentation for all accounting periods reported.

Signature of Landlord

Date

Identify the number and approximate size of lots in the park: For example, 10 @ 1000 m², 10 @ 900 m², 10 @ 800 m² = 30 lots.

_____ @ _____ m² _____ @ _____ m²
_____ @ _____ m² _____ @ _____ m²

Attach additional page(s) if necessary

Total: _____ Mobile home lots in park

Identify the services and amenities that are presently provided and paid for by the landlord and included in the rent payable.

_____ Water _____ Sewer _____ Electricity
_____ Snow removal _____ Garbage removal _____ Recycling facilities
_____ Street lighting _____ Additional storage area _____ Park security
_____ Park superintendent _____ Other: _____

residential tenancies regulations

Are the services identified above available in identical form to all tenants? If no, briefly explain:

Briefly explain why you have served tenants with a Notice of Rent Increase: _____

Form SPE 32



INCOME AND EXPENSES SUMMARY

Total (potential) income for 12 month period prior to rent increase:

_____ Lots @ \$ _____ /month = \$ _____ x 12 = \$ _____
_____ Lots @ \$ _____ /month = \$ _____ x 12 = \$ _____
_____ Lots @ \$ _____ /month = \$ _____ x 12 = \$ _____
_____ Lots @ \$ _____ /month = \$ _____ x 12 = \$ _____

(1) TOTAL \$ _____

Vacancies:

_____ Lots @ \$ _____ /month = \$ _____ x 12 = \$ _____
_____ Lots @ \$ _____ /month = \$ _____ x 12 = \$ _____
_____ Lots @ \$ _____ /month = \$ _____ x 12 = \$ _____
_____ Lots @ \$ _____ /month = \$ _____ x 12 = \$ _____

(2) TOTALS \$ _____

Other income (3) \$ _____ (4) \$ _____
(parking, laundry, etc.)

TOTAL (1) + (3) \$ _____

Enter proposed "Other Income for 12 month period after rent increase in line (4).

Enter date that 12 month period ends: _____

EXPENSES:	12 months Before Rent Increase	12 months After Rent Increase
Management Fee	\$ _____	\$ _____
Staff wages	\$ _____	\$ _____
Property taxes	\$ _____	\$ _____
Insurance	\$ _____	\$ _____
Water and sewer	\$ _____	\$ _____
Electricity	\$ _____	\$ _____
Fuel	\$ _____	\$ _____
Snow removal	\$ _____	\$ _____
Garbage removal	\$ _____	\$ _____
Repair and Maintenance	\$ _____	\$ _____
Miscellaneous	\$ _____	\$ _____
Other	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

NET INCOME \$ _____

MUNICIPAL PROPERTY ASSESSMENT \$ _____
 (Attach copy)



CAPITAL COSTS

THIS SECTION TO BE COMPLETED FOR WORK COMPLETED PRIOR TO THE EFFECTIVE DATE OF THE NOTICE OF RENT INCREASE.

Attach copies of receipts, estimates, etc.

- Description of work: _____

Completion date: _____

Cost: \$ _____ Expected life: _____ years

residential tenancies regulations

Description of work: _____

Completion date: _____

Cost: \$ _____ Expected life: _____ years

PROJECTED CAPITAL COSTS

THIS SECTION TO BE COMPLETED FOR WORK COMPLETED AFTER THE EFFECTIVE DATE OF THE NOTICE OF RENT INCREASE.

Description of work: _____

Completion date: _____

Cost: \$ _____ Expected life: _____ years

Description of work: _____

Completion date: _____

Cost: \$ _____ Expected life: _____ years

Attach additional sheet if necessary.

Form "E" added: O.I.C. 97-629, N.S. Reg. 132/97; amended: O.I.C. 2003-32, N.S. Reg. 20/2003.

Form "F" added: O.I.C. 97-629, N.S. Reg. 132/97; repealed: O.I.C. 2003-32, N.S. Reg. 20/2003.



FORM "G"

File Number: _____

AFFIDAVIT OF SERVICE

PLEASE PRINT

RE: HEARING DATE: _____ TIME: _____

PLACE: _____

I, _____, of _____
Name Street Address

in the County of _____, Nova Scotia, make oath that on

_____, the _____ day of _____,
Day of the week

20 _____, I served _____ with
Name of person served

a true copy of

- Application to Director;
- Notice of Hearing;
- Other: _____

at _____ at _____ am/pm.
Place of service

DATED this _____ day of _____, 20 _____.

SWORN TO at)
 in the County of)
 this _____ day of)
 _____)
 _____)
 A Commissioner of the Supreme)
 Court of Nova Scotia)

Signature

residential tenancies regulations

- **THIS DOCUMENT MUST BE COMPLETED BY THE PERSON WHO SERVED THE DOCUMENT.**
- **SIGN IN THE PRESENCE OF A LAWYER OF COMMISSIONER OF OATHS. (MANY SERVICE NOVA SCOTIA AND MUNICIPAL RELATIONS STAFF ARE COMMISSIONERS).**
- **IT MUST BE RECEIVED BY THE DEPARTMENT OF SERVICE NOVA SCOTIA AND MUNICIPAL RELATIONS OFFICE BEFORE INVESTIGATION AND MEDIATION WILL BEGIN.**

Form SPE 31

Form "G" added: O.I.C. 97-629, N.S. Reg. 132/97; amended: O.I.C. 2003-32, N.S. Reg. 20/2003; O.I.C. 2005-215, N.S. Reg. 115/2005.

Form "H"

STANDARD FORM OF LEASE
(Residential Tenancies Act R.S.N.S. 1989, c.401)

PARTIES

1. This agreement is made in duplicate between

Landlord

Name

Municipal/Civic Address

City

Phone (bus)

PO Box (if applicable)

Postal Code

Phone (res)

- and -

Tenant(s) _____
Name(s)

OCCUPANTS

Other adults or children who will occupy premises _____

Type of Property _____
Specify

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

PREMISES

2. The landlord will rent to the tenant and the tenant will rent from the landlord the following premises at Location:

Street Apt. No. City / Town

Tenant's mailing address (PO Box if applicable) Postal Code

Tenant's Phone # _____ (work) _____ (home)

EMERGENCY CONTACT

Next of Kin _____
Emergency Contact Phone # (work) (home)

The residential premises described above 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 hereto.

PROPERTY MANAGER OR AGENT

3. The current agent or property manager for the landlord is

Name

Civic Address Phone # (work) (home)

4. The current superintendent for the building is

Name

Address

Phone # Emergency Phone #

residential tenancies regulations

WHO TO SERVE

5. All notices to quit or service of documents to the landlord shall 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 or the superintendent at the above noted addresses.

LEASE BEGINS

6. The tenancy is to commence or take effect on the _____ day of _____, 20____ and this shall be the anniversary date as defined in the Act.

The term is to run (check one)

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

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

OR

The tenancy is for a fixed term, beginning on the _____ day of _____, 20____ and ending on the _____ day of _____, 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.

RENT

7. The tenant will pay rent of \$ _____ per _____ by:

(week / month)

- Cash Pre-authorized automatic withdrawal
- Post-dated cheques Cheque Other

Rent is due on the _____ day of each month/week and is payable to _____.
A late payment fee, if any, shall be charged at no more than 1% per month of the monthly rental.

RENT INCREASE

The rent may not increase 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 mobile home lot lease. Note: The Landlord may select a date to be the annual rent increase date for the park. 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 mobile home park.

Where the landlord administers a public housing program and 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.

RENTAL INCENTIVE (IF ANY)

8. In signing this lease, the landlord has granted to the tenant the following incentives which will remain in effect for the duration of the lease. 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 provisions of the *Residential Tenancies Act* or sublets the residential premises to a tenant with the consent of the landlord.

RENT INCLUDES

9. The rent includes:

Appliances

- stove
- fridge
- washer & dryer
- dishwasher
- furniture
- other (define)

Utilities

- washer & dryer (coin operated)
- cable service
- heat
- water
- hot water
- electricity
- parking # of spaces _____ space # _____

facilities to separate recyclables, organics and refuse

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

The tenant is responsible for the following:

- Lawn care
- Snow removal
- Garbage removal
- Tenant Insurance
- Separation of recyclables, organics and refuse
- Late payment charges
- Returned cheque charges not to exceed \$ _____
- Parking @ \$ _____ / month # of spaces _____
- Locked out charges / keys not to exceed \$ _____

10. Additional obligations _____

SECURITY DEPOSIT

11. 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.

INSPECTION

An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant or an electronic inspection report prepared 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 shall form part of the lease.

- A form of inspection report is attached to the lease.
- An inspection report is not attached.

REASONABLE RULES

12. The landlord and tenant promise to comply with the statutory conditions set out in Schedule "A". The tenant acknowledges receipt of the rules of the building which are attached hereto as Schedule "____". Tenants in a public housing program are not permitted to sublet the premises.

RENTAL ARREARS

13. In a monthly or yearly tenancy, where a tenant is in arrears in paying the rent for 30 days or more, the landlord may give the tenant a 15 day written notice to quit the premises.

In a weekly tenancy, where a tenant is in arrears for 7 days or more, the landlord may give the tenant 7 days written notice to quit the premises.

SECURITY OF TENURE

14. Where a tenant has lived in the premises for 5 years or more, written notice to quit may only be given by the landlord in accordance with the *Residential Tenancies Act*.

Where a tenant has lived in a mobile home park for 1 year or more, written notice to quit may only be given by the landlord in accordance with the *Residential Tenancies Act*.

NOTICE TO QUIT EXCEPT FIXED TERM

15. All notices to quit for a tenancy other than a fixed term shall be given in writing in accordance with the following table.

Type of Tenancy	Notice by Tenant	Notice by Landlord
<input type="checkbox"/> Mobile Home Lot	at least 1 full month before the end of the tenancy	at least 6 full months before the end of the tenancy
<input type="checkbox"/> Yearly	at least 3 full months before the anniversary date	at least 3 full months before the anniversary date
<input type="checkbox"/> Monthly	at least 1 full month before the end of any month	at least 3 full months before the end of any month
<input type="checkbox"/> Weekly	at least 1 full week before the end of any week	at least 4 full weeks before the end of any week

If a tenant has security of tenure, the landlord must apply to the Director for the notice to quit.

PUBLIC HOUSING PROGRAM

16. Where a landlord administers a public housing program a tenant shall provide income verification in the form as required and the tenant shall not sublet the premises.

residential tenancies regulations

- 17. This lease is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators and assigns.
- 18. Any or all tenants signing this lease take full responsibility for all of its terms and conditions.

Attachments (Initials required)

- 1 _____ The tenant has received a copy of the Act and regulations within 10 days from grant, possession or occupancy from the landlord.
- 2 _____ The tenant has received a copy of the signed lease within 10 days of the date of the signing of the lease.
- 3 _____ The tenant has 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 YEAR TO YEAR LEASE AT THE END OF THE LEASE TERM, THE LAW REQUIRES THAT YOU MUST GIVE AT LEAST 3 MONTHS WRITTEN NOTICE ON OR BEFORE _____
Notice Date - 3 months prior to anniversary date

OTHERWISE THE LEASE WILL AUTOMATICALLY BE RENEWED FOR ANOTHER YEAR.

IF YOU WISH TO TERMINATE A MONTH TO MONTH LEASE, OR A MOBILE HOME LOT LEASE YOU MUST GIVE AT LEAST 1 FULL MONTH'S WRITTEN NOTICE BEFORE THE EXPIRATION OF ANY SUCH MONTH.

IF YOU WISH TO TERMINATE A WEEKLY TENANCY, YOU MUST GIVE 1 FULL WEEK'S NOTICE BEFORE THE EXPIRATION OF ANY SUCH WEEK.

Date _____
Landlord

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

Date _____
Tenant

Date _____
Tenant

Date _____
Tenant

**SCHEDULE "A"
STATUTORY CONDITIONS**

Statutory Conditions

- 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 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. (Pursuant to subsection 6(4) of the Residential Tenancies Act 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 made 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 of the monthly rent.

Statutory conditions re mobile homes

(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 mobile home space or a mobile home in a mobile home park:

Statutory conditions respecting mobile homes

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 mobile home by the tenant.

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 mobile home space or a mobile home situate in a mobile home park, 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 mobile home for sale or lease or otherwise part with the possession of his mobile home or mobile 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 mobile home equipment.

(3) Where a person who does not live in the mobile home park and who is offering goods or services for sale

(a) unduly disturbs the peace and quiet of the mobile home park;

(b) fails to observe reasonable rules of conduct that have been established by the landlord; or

(c) violates the traffic rules of the mobile home park,

despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the mobile home park.

4. The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the mobile home park and the services provided by the landlord to the tenants in the mobile home park.

5. The tenant is responsible for compliance with municipal by-laws in respect of the tenant's mobile home and the mobile home space on which it is located to the extent that the landlord is not responsible.

