



# Residential Tenancies

## Ending a Tenancy - Landlords

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<http://www.dal.ca/faculty/law/dlas/public-legal-education.html>

## Reasons for Ending a Tenancy

*RTA sections 10(6) & 10(7)*

Landlords may only end a tenancy for the **following reasons**:

- i. Rental arrears;
- ii. Threat to safety or security;
- iii. Violation of certain statutory conditions; and
- iv. In certain circumstances contained in the *RTA*.

### Rental Arrears

A landlord may issue a **15 day** Notice to Quit to a tenant in a yearly, monthly, or fixed term tenancy if there are **rental arrears of 15 days**.

A landlord may issue a **7 day** Notice to Quit to a tenant in a weekly tenancy if there are **rental arrears of 7 days**.

### *Notice to Quit*

A Notice to Quit for rental arrears in a monthly, yearly or fixed term tenancy **must** be on the form provided by the regulations:

<http://www.gov.ns.ca/snsmr/pdf/ans-rtp-form-D-landlord-notice-to-quit.pdf>

The Notice to Quit **must** be signed, contain a description of the premises (i.e. the address) and the date on which the tenancy terminates.

It is important to understand that a Notice to Quit from a landlord **does not** require a tenant to vacate their rental unit as of the date contained in the Notice.

Upon receipt of a Notice to Quit a tenant has the following options:

- i. Pay the outstanding rent within 15 days of receiving the Notice to Quit (in the case of a monthly yearly or fixed term tenancy), or in 7 days in the case of a weekly tenancy; **OR**
- ii. Make an Application to the Director of Residential Tenancies disputing the Notice to Quit **within** 15 or 7 days depending on the type of lease.

If a tenant doesn't pay the rent owing, or file an Application disputing the Notice to Quit they are deemed to have accepted it. In that circumstance a landlord can obtain an Order from the Director of Residential Tenancies requiring that the tenant move out, pay any outstanding rent owed and any rent due in the current month and allowing the landlord to apply the security deposit to any outstanding rent owed.

The Order can be obtained **without a hearing** if the tenant does not make an Application disputing the Notice to Quit.

## Safety & Security

*RTA section 10(7)(A)*

A landlord may issue a 5 Day Notice to Quit to a tenant who they consider a risk to the safety and security of the landlord or other tenants in the same building.

Upon receipt of a 5 Day Notice a tenant is **not** required to vacate their rental unit on the date specified in the Notice.

In order to evict a tenant for reasons related to safety and security a Landlord **must** obtain an Order for vacant possession which can only be obtained if the landlord is successful at a hearing. A hearing is only held once a landlord has filed an Application and served it on the tenant.

The case law has established a two part test in order to evict a tenant on this basis:

- i. First, there must be a contravention or breach of an enactment by the tenant (including any part of the *RTA*); **and**
- ii. That the contravention poses a 'genuine' risk to the safety and security of other tenants in the same building **or** the landlord.

## Violation of Statutory Conditions

*RTA section 10(7)(B)*

Landlords can issue a 15 day Notice to Quit if a tenant violates the following Statutory Conditions:

- i. Good behaviour;
- ii. Ordinary cleanliness of their unit; and
- iii. Subletting premises.

If a tenant receives a 15 day Notice to Quit for violation of statutory conditions they are **not** required to vacate their rental premises. They are only required to vacate their premises if their landlord is successful in obtaining an Order for vacant possession following a hearing. A hearing is only held once a landlord has filed an Application and served it on the tenant.

## Other Circumstances

*RTA section 10(8)*

There are other circumstances pursuant to which a landlord can give a tenant Notice to Quit. They include:

- i. The residential premises have been made uninhabitable by fire, flood, etc...;
- ii. The residential premises were rented to an employee by their employer during the term of their employment, and the employment has terminated;
- iii. The landlord in good faith requires the premises to live in for themselves or a member of their immediate family; **or**

- iv. The landlord in good faith requires vacant possession of the premises in order to conduct repairs or renovations requiring a building permit.

A tenant **does not** have to vacate their unit upon receipt of a Notice to Quit in the circumstances listed on the previous slide. A tenant is only required to vacate their premises if their landlord is successful in obtaining an Order for vacant possession following a hearing. A hearing is only held once a landlord has filed an Application and served it on the tenant.

An Order for vacant possession issued due to a landlord requiring a rental unit for their own use, or for renovations must contain a date for vacant possession no later than 1 year from the date of the Order.

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## Disclaimer

This document contains general legal information and not legal advice. **If you need advice about a specific legal problem then you should contact a lawyer.** If you will have difficulty affording a lawyer then you should contact [Nova Scotia Legal Aid](#) or [the Legal Information Society of Nova Scotia's lawyer referral service](#).

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