



# Residential Tenancies Leases

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

## Legislative Framework

Residential Tenancies is governed by the *Residential Tenancies Act (RTA)*:  
<http://nslegislature.ca/legc/statutes/residential%20tenancies.pdf>

There is also a set of regulations passed pursuant to the *RTA*:  
<http://www.gov.ns.ca/just/regulations/regs/rtgenrl.htm>

### Application of the *Residential Tenancies Act*

*RTA sections 3(1) & 2(h)*

The *RTA* applies when a landlord/tenant relationship exists in respect of residential premises.

'Residential premises' includes: apartments, homes, manufactured homes, boarding houses, co-ops, etc... But **does not** include: university residences, hospitals, jails, hotels, nursing homes, residential care facilities or maternity homes.

A landlord/tenant relationship is deemed to exist when a person possesses and occupies residential premises, and has paid or has agreed to pay rent.

A landlord **cannot** contract out of the *RTA*. The *RTA* will apply in full when a landlord/tenant relationship exists, or is deemed to exist.

## Leases

### Lease Requirements

*RTA sections 8(1) – 8(5)*

A lease can be either oral or written. However, all landlords and tenants who do not use a standard form lease will be considered to have done so, and all of the clauses in the standard form lease will apply to the tenancy.

Provisions can be added to a standard form lease (i.e. landlord's rules) provided they are not in conflict with the *RTA*, **and** that they appear on both the landlord and tenant's copy of the lease.

A landlord **must** provide a tenant with a written copy (unless there is an oral agreement) of their lease **and** a copy of the *RTA*.

### Types of Leases

*RTA section 10(A)(1) – (4)*

Leases can either be periodic or for a fixed period of time.

Periodic leases are either yearly, monthly or weekly. These types of leases automatically renew unless notice is given by the tenant.

A tenant on a yearly lease can make a request, in writing, to their landlord three months prior to their anniversary date requesting that their lease be changed to a monthly lease. A landlord must have a legitimate reason to withhold their consent when presented with such a request.

Fixed term leases run from a fixed start date until a fixed end date. A fixed term lease may continue upon new fixed terms as agreed to between the landlord and tenant, or will continue on a monthly basis at the end of the fixed term if the tenant is not asked to leave.

## Security Deposits

*RTA sections 6 & 12(1) – (4); RTA Regulation 5(d)*

Landlords are allowed to ask for a security deposit from tenants. However, application fees are **not allowed** by the RTA.

A security deposit **cannot** be more than ½ of one month's rent.

Landlords must hold security deposits in a trust account, and interest will be credited at a rate determined by the *Regulations*. The current rate of interest is 0%.

## Rental Increases

*RTA sections 11(1) – 11(3)*

Landlords **cannot** increase a tenant's rent during the first 12 months of the tenancy.

Following the first 12 months of a tenancy a landlord may only increase rent if they provide a tenant with written notice:

- i. For a yearly or monthly lease 4 months prior to the anniversary date;
- ii. For a weekly lease 8 weeks prior to the anniversary date; or
- iii. For a fixed term tenancy the lease will indicate the amounts and effective dates of any rental increases.

A landlord **cannot** increase rent more than once during any 12 month period.

There are **no** restrictions on the amount of a rental increase.

A deletion or withdrawal of service (i.e. heat or electricity no longer included in monthly rent) is deemed to constitute a rental increase in the amount of the value of the deleted or withdrawn service.

The same restrictions on frequency and notice requirements for rental increases do not apply to public housing tenants whose rent is based solely on increases and decreases in income.

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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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