



Residential Tenancies Manufactured Homes

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

Statutory Conditions

RTA section 9(2)

The *RTA* contains some specific rules regarding manufactured homes (i.e. mobile homes or trailers) and land lease communities (i.e. mobile home or trailer park) .

In addition to the Statutory conditions applicable to all landlords and tenants manufactured homes and land lease communities are subject to the following additional conditions:

- i. A landlord cannot interfere with a tenant's ability to sell, lease or otherwise dispose of their manufactured home;
- ii. If a tenant wishes to sell or lease their manufactured home they must obtain consent from their landlord. A tenant must apply, in writing, for their landlord's consent. A landlord cannot arbitrarily or unreasonably refuse to provide consent. After receiving an application a landlord has **10 days** to either (in writing) provide consent or provide the tenant with reasons why consent is being withheld. If a landlord does not respond within 10 days they are deemed to have given consent. A landlord cannot charge a fee for providing their consent, although they can charge a tenant reasonable expenses for granting consent;
- iii. A landlord cannot charge commission for acting as a tenant's agent in the sale or lease of their manufactured home, unless a separate written agency agreement was entered into between the tenant and landlord. In order to be valid the agency agreement must have been entered into after the lease was signed and at the time the tenant wishes to sell or lease their manufactured home;
- iv. A landlord cannot restrict a tenant from purchasing goods and services from the person of the tenant's choice;
- v. A landlord can set reasonable standards for manufactured home equipment;
- vi. A landlord must comply with all municipal by-laws pertaining to the common areas of the land lease community, and with respect to services provided; and
- vii. Tenants must comply with all municipal by-laws with respect to their manufactured home and manufactured home space.

Rental Increases

RTA section 11(1) & 11(2)(d)

Like other residential premises a landlord cannot increase rent for a manufactured home space during the first 12 months of the lease, nor can they increase rent more than once during 12 months.

In order to increase rent for a manufactured home space a landlord **must** give tenants written notice **7 months** prior to the anniversary date in the form prescribed by the *Regulations*:

<http://www.gov.ns.ca/snsmr/pdf/ans-rtp-form-M-notice-of-rent-increase-for-manufactured-home-space.pdf>

Unlike for other tenants Service Nova Scotia sets a maximum amount that a landlord can increase the rent for manufactured home space. This amount is calculated pursuant to a formula contained in the *Regulations*, and for 2013 it is set at 3%. It is set at 2.9% for 2014.

Application Process

If a landlord wishes to increase the rent by more than the allowable amount they **must** make an Application to the Director of Residential Tenancies. It is important to note that this Application **does not** result in a hearing.

A landlord must serve a tenant with their Application **7 months** prior to their anniversary date.

A tenant may review the supporting material filed by the landlord along with their Application by contacting their local Access Nova Scotia office.

A tenant may also put their concerns in writing regarding the requested rental increase. Any written submissions must be made **within 14 days** of the 7 month deadline for service of the Application upon the tenant. Any submissions made by a tenant will be provided to the landlord.

A landlord may respond in writing to a tenant's submissions within 14 days.

The Director will make a written decision based on all of the materials submitted. The Director can either grant or refuse the rental increase requested by the landlord **or** increase the rent by another amount not exceeding the amount requested.

Acknowledgement

Dalhousie Legal Aid Service would like to gratefully acknowledge and thank the [Law Foundation of Ontario](#) for its financial support of LEAP.

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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