

TENANT RIGHTS GUIDE



Guide to rental housing in Nova Scotia

KNOW YOUR RIGHTS

A GUIDE TO RENTAL HOUSING IN NOVA SCOTIA



Dalhousie Legal Aid Service

Tenant info online:

- <http://tenantrights.legalaid.dal.ca>
- Includes information about our drop-in sessions around HRM

Tenant info on the phone:

- Call our tenant rights line at 902-423-8105
- Calls are returned by volunteers

This guide contains general legal information only and is not intended to serve as a replacement for professional legal or other advice.

This guide only applies to Residential Tenancies in Nova Scotia.

TABLE OF CONTENTS

Tenant Empowerment	1
How to Use this Guide	1
At a Glance: Quick Reference	2
Basics of the Law	4
What is residential tenancies?	4
Using this guide	5
Are you covered by the Act?	5
Finding a Place to Rent	6
Leases	8
A standard form of lease	8
Before you sign	8
Signing a lease	9
Receiving a copy of the lease and the Act	9
Types of leases and renewals	10
Landlord's rules	10
Ending a Lease	12
Notice to end a lease fixed-term leases	12
Moving Out before the end of your lease ("Breaking the lease")	14
Responsibility for the rent after you move out	14
Evictions	16
Security of tenure	16
Eviction for unpaid rent	17
Notice for eviction for unpaid rent	17
Avoiding eviction for unpaid rent	19
Eviction for Other Reasons	19
Safety and security	19
Breach of statutory conditions	19
The landlord needs the property for their own use	20

The landlord's property is sold	20
Landlord collecting money you owe	22
Security deposits	23
Maintenance, repairs & services	24
Rent	27
Rental increases	27
Notice for rental increases	27
How much can the rent be raised?	27
Withdrawal of services	28
Rental increases in mobile/manufactured homes	29
Post-Dated cheques	32
Co-Signers	33
Subletting and assigning	34
Landlord's right to entry	36
Pets	37
Responsibilities of the landlord and tenant	38
Statutory conditions	38
Landlord responsibilities under the statutory conditions	38
Tenants responsibilities under the statutory conditions	41
Public housing	42
Manufactured (mobile) homes	43
Legal process for filing/complaints/hearings	52
Basic flow chart	52
Detailed descriptions	54
Tenant organizing	63
Definitions	68
Resources	70



TENANT EMPOWERMENT:

Having access to safe and affordable housing is important to our well-being. We have power as tenants by knowing and enforcing our rights. We have strength as a community by standing together to fight for decent housing. It is our right to live in safety and free from harassment.

The fact that tenants have legal rights in rental housing is often overlooked. The *Residential Tenancies Act* has been called a “landlord’s act”: profit seems to be more important than safety, affordability, and comfort. Despite this, tenants’ groups and individuals continue to stand up for their right to live with dignity and reclaim power over their homes, their neighbourhoods, and their lives.



How to use this Guide:

Just because there are laws and regulations to protect tenants, these laws are not always followed in reality. Reality sometimes means being taken advantage of, being lied to about what your rights are, and having to be cautious when fighting a landlord for fear of eviction. There are many things that tenants can do on their own to demand that their rights are upheld. When tenants know their legal rights and can assert these rights in reality, tenants can begin to reclaim power over their housing. To help with this, each topic in this guide is broken into three sections:

The Law, Reality, and Things to Try.

AT A GLANCE: QUICK REFERENCE

LEASES

- Landlords must use the “Standard Form of Lease” when making a lease.
- Landlords can put their own rules in the lease as long as they are “reasonable” and do not contradict the Act or Standard Form of Lease. Any contradictions are not valid. A reasonable rule is one that:
 - Ensures that services are fairly distributed to all tenants
 - Promotes safety, comfort, and well-being of all tenants
 - **Protects landlord’s property from abuse**
- All leases, except fixed-term leases, automatically renew themselves at the end of the lease. If you do not want to renew the lease, proper notice must be given.



Notice Needed to End a Lease:

Type of Lease	By Tenant
Yearly	3 months before anniversary date
Monthly	1 month
Weekly	1 week
Fixed-term	The lease automatically ends on the date specified on the lease

- NEW: Your landlord must have a good reason that is legally valid to give you a Notice to Quit to leave your rental unit, such as missed rent payments.

EVICCTIONS FOR RENTAL ARREARS

- You can be evicted if you do not pay your rent.

- NEW Your landlord must give you proper Notice to Quit, but if you do not pay your rent or respond by filing an Application to Residential Tenancies your landlord may get an Order forcing you to leave without a hearing.
- If you do not agree with the Notice to Quit, *you* must make an Application to Residential Tenancies within the proper time.

Lease	When can Notice to Quit be given For Non-Payment of Rent	Time to Respond
Fixed-term	15 days after rent is due	15 days
Yearly or Monthly	15 days after rent is due	15 days
Weekly	7 days after rent is due	7 days

The time periods for notice for unpaid rent are set out in the table below.

You can also be evicted for breach of a Statutory Condition or if you are a risk to safety and security. You must be given proper notice.

Notice and Cause for Evictions:

- Apart from unpaid rent, you do not have to leave on the date on the Notice to Quit. The landlord **MUST** file with Residential Tenancies to evict you for reasons other than unpaid rent. You will have to go to a hearing. Until you receive papers from Residential Tenancies and go to a hearing, you do not have to leave.

SECURITY DEPOSITS

- A landlord must not ask for more than half of what you pay for one **month's** rent as a security deposit. You cannot be charged deposits for keys, carpets, fire extinguishers, etc.
- Your security deposit can only be kept for unpaid rent or damages after you move out.
- Your security **deposit must not be used by the landlord to pay for “wear and tear.”**
- Your landlord must file to keep your deposit within 10 days of the end of your tenancy or the deposit should be returned with interest to the tenant.
- If your landlord does not give your deposit back, you must file with Residential Tenancies to have it returned.

- If your landlord does not file an Application with Residential Tenancies to keep your security deposit, within the proper time, the Small Claims Court has said that your landlord may lose the right to ask to keep your security deposit.

REPAIRS

- Your landlord must keep your rental unit in a good state of repair, fit for habitation, and follow all health, safety, and housing laws.
- You are responsible for the general cleanliness of the unit and anything that you or your guests break on purpose or by accident.
- The landlord must not discontinue a service (like heat, hot water, electricity) without giving you 4 months notice in advance. This is considered a rental increase, and must only happen once per year.



- You can file an Application with Residential Tenancies to order the landlord to pay you compensation for their failure to do repairs, or in serious cases where you want to leave, to terminate the lease without further notice.
- You can also ask that you pay rent in trust to Residential Tenancies until the repairs are done. You can also ask for a rental rebate for the inconvenience of living without repairs.

- You can call by-law enforcement officer to come and inspect the building and order the landlord to do repairs (in HRM call 490-4000).
- You can organize with other tenants to pressure your landlord to do repairs.

BASICS OF THE LAW:

What is Residential Tenancies?

Residential Tenancies is a government department that deals with all issues that have to do with rental properties where people reside in their homes, including evictions, unpaid rent, complaints, etc. Residential Tenancies follows the rules of the *Residential Tenancies Act*. If you have a dispute with your landlord, you can file an

application, sometimes called a complaint, with Residential Tenancies to have a hearing with a Residential Tenancies Officer. Your landlord can also do this.

If either of you disagree with a decision or Residential Tenancies, you can apply to the Small Claims Court for a new hearing of your application.

USING THIS GUIDE

This guide contains legal information, not legal advice. Everything depends on the individual circumstance. You should only rely on this as a guide. See page 69 for a list of definitions. If you are looking for help, see the Resources page at the back of this guide.

In Nova Scotia, the *Residential Tenancies Act and Regulations* are the law for rental housing. The law is always about interpretation. Many terms and conditions are not defined and it is up to a Residential Tenancies Officer or Small Claims Court to decide in the event that there is a dispute between you and your landlord.

Are You Covered by the Act?

If you pay someone rent to live someplace you are covered by the *Residential Tenancies Act*, even if you have never signed a lease! The lists below show what is covered and what is not.

YES

Apartments

Houses

Flats

Rooming houses

Manufactured/mobile homes

Public housing/ Metro housing*

Housing Co-operatives***

NO

University owned property

Shelters

Hospitals

Nursing homes/care facilities

Jails

Hotels**

*Watch Out! While public housing tenants are protected by the Act, special rules may apply. (see Public Housing Section, pg# 42)

** Watch Out! A landlord may try to pass a rooming house or a room that is rented by the week off as a hotel. It appears that a unit is considered a hotel if you pay for a room by the night and the unit is licensed as a hotel by law.

***If you live in co-operative housing, the *Co-operative Associations Act* also applies to your relationship with your Co-op.

FINDING A PLACE TO RENT:

THE LAW

Based on Nova Scotia's human rights laws, a landlord must not refuse to rent to you because of:

- Age
- Gender
- Marital status
- If you are pregnant or have kids
- Sexual orientation
- Religion, creed, or political belief
- Race, colour, or ethnic, aboriginal or national origin



- Physical or mental disability
- If you receive social assistance or other government assistance
- If you receive support payments from a spouse or former spouse
- Disease or illness (like AIDS or HIV)

A landlord is allowed to ask how much money you make. A landlord CAN REFUSE to rent to you if they think that your income is not high enough, or steady enough, for you to afford the rent. A landlord cannot discriminate based on the *source* of your income.

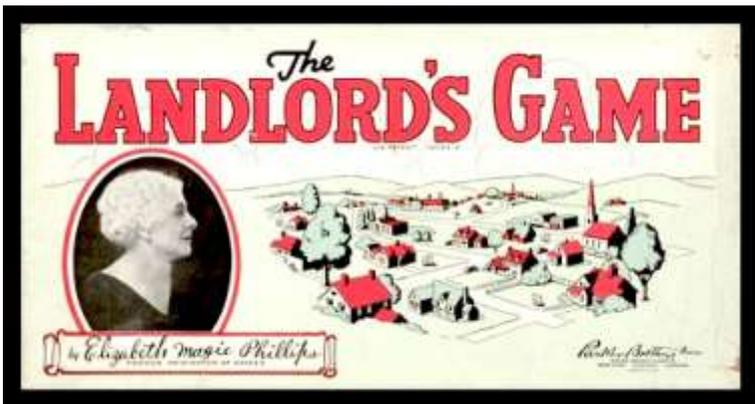
REALITY

Landlords do discriminate based on all or any of these things. If a landlord has multiple people interested in a unit, they may choose who they would like to rent to and will usually discriminate against people based on these things. Challenging this may be very difficult.

THINGS TO TRY

- Play their game. Dress up to meet a potential landlord.
- **Don't tell a** landlord anything that you think may bias them against you.
- Give a landlord phone numbers of people who seem to be responsible to speak out in support of your application.
- Be creative with references, but **don't** lie.

If you think that a landlord is blatantly discriminating against you, tell the landlord that they are racist, sexist, etc. and that they are violating NS human rights laws, if you feel comfortable doing this. This **probably won't** do anything to stop a landlord from discriminating against you, but at least it **doesn't let them off the** hook. You can also file a human rights complaint through the Nova Scotia Human Rights Commission (see Resources, pg# 71)



LEASES:

THE LAW

A Standard Form of Lease:

A landlord cannot just make up what must be in a lease. Residential Tenancies has created a **“Standard Form of Lease”**. This is a form setting out the details of the lease. Landlords must give tenants a **“Standard Form of Lease.”** You can get a copy at an Access Nova Scotia Centre (see Resources section of this Guide) or online at <http://www.gov.ns.ca/snsmr/pdf/ans-rtp-form-P-standard-lease.pdf>

If the landlord puts anything in a lease that contradicts the **“Standard Form of Lease”** or the Act, it is not valid. Even if you sign it or agree to it, the landlord cannot enforce it and you do not have to follow it. For example, the Act requires a tenant to give a **minimum of one month’s notice if the tenant wants to terminate a monthly lease and move out**. If a landlord writes a monthly lease that requires a tenant to give two months’ notice before moving out, it contradicts the Act. **The tenant only has to give the one month’s notice required by the Act, not the two months’ notice written in the lease.**

CAREFUL: A landlord is allowed to put in their own rules, as long as they are *reasonable* and do not contradict the Act. You will be held responsible for those rules if you sign the lease (see **Landlord’s Rules** section of this Guide.)

If you and the landlord have talked and made an agreement that is not in writing, all of the rights and responsibilities that are included in the Standard Form of Lease still apply to you and your landlord.



Before You Sign:

Make sure you go through the rental unit and **VERY CAREFULLY** document **EVE-RYTHING** that is damaged. Even if **you don’t** care if it is damaged, the landlord may try to charge you for it when you move out. Landlords have your security deposit and security deposits are one of the most common type of disputes heard by Residential Tenancies.

Make sure to write down a description of the condition of the rental unit and any damage. It would be a good idea to write it down yourself, that way you can be sure

that everything is documented. Try to get your landlord to sign it too when you sign the lease or agree to rent the place.

If the landlord says that they will fix anything while you are going through the unit, make sure you get this in writing and a date that the repair will be done.

The landlord may be irritated by your concerns. You are protecting your rights! If the landlord is not willing to put the repairs needed or other agreements with you in writing this is not a good sign and may make it more difficult for you to protect your rights down the road.

REMEMBER: At this point in the game, you have just as much power as the landlord, perhaps even more. Be patient and polite, **but don't let** the landlord harass or intimidate you.

Signing a Lease:

A LEASE IS A LEGALLY BINDING CONTRACT. If you sign a lease, you will be held responsible for everything that you agree to in the lease (as long as it **doesn't** contradict the Standard Form lease or the *Residential Tenancies Act*). If you or the landlord violate anything in the lease, you can ask for a hearing (a Residential Tenancies hearing or Small Claims Court). If there is something on the lease that is not the same on both your copy and the **landlord's** copy, it is not valid.

Receiving a Copy of the Lease and the Act:

Your landlord **MUST** give you (or one of your co-tenants if you are sharing a place) a copy of the lease within 10 days of the day you sign the lease.

Your landlord **MUST** also give you a copy of the *Residential Tenancies Act*. The date by which the landlord must give you a copy of the Act will depend on your circumstances. You **MUST** receive a copy of the Act within 10 days of the earliest of the following events:

1. the start date of the lease;
2. the date you (the tenant) sign the lease;
3. the date the landlord gives you the keys to the rental unit; or
4. the date you take possession or move into the rental unit.

For example, if you sign a lease on January 20 but your lease does not start until February 1, your landlord must give you a copy of the Act by January 30 (10 days after January 20 which is earlier than February 1).

If there is more than one tenant, the landlord only has to give a copy of the Act to one of the tenants.

The landlord CANNOT charge you money for the copy of the Act.

If your landlord does not give you a copy of your lease or the Act, you can decide when to end your lease (also called **‘terminating your tenancy’**) and move out. You must give your landlord notice that you are ending your lease and you must tell your landlord what day you are moving out. You must move out within three months of the date when you give notice.

You can find the most recent version of the Act **online under “quick links”** <http://www.gov.ns.ca/snsmr/access/land/residential-tenancies.asp> or at any Access Nova Scotia centre (see Resources section of this guide for locations).

Contact information for your landlord:

Your landlord MUST give you:

- The **landlord’s name**, address, and telephone number OR
- The name, address and telephone number for someone responsible for the property.

This information must be in writing.

Types of Leases and Renewals:

There are 4 types of leases:

- Weekly
- Monthly
- Yearly
- Fixed-term lease

In weekly, monthly, and yearly leases, the lease will automatically renew itself each week, month, or year (depending on what type of lease) unless you give your landlord proper notice that you will not renew the lease (see Evictions section).

Landlord’s Rules:

A landlord can put their own rules into a lease as long as the rules **don’t conflict with the Act. The landlord’s rules must be “reasonable.”**

A rule is “reasonable” if:

- It ensures that services are fairly distributed to all tenants
- It promotes the safety, comfort, and well-being of all tenants
- **It protects the landlord’s property from abuse**



Examples of 'reasonable' rules may be: No smoking; no pets; don't put nails in the wall.

REALITY

Leases can be long and overwhelming. It is important to read or have your landlord read to you what you are signing, even if a landlord becomes impatient!

Landlords may include rules that you don't agree with. When you object the landlord may say that some of the rules are required. If it is not in the Standard Form of Lease it is not legally required and is a landlord-made rule and you can ask them to change it.



THINGS TO TRY

Ask that the rules you are uncomfortable with be changed. A landlord can change the rules. As a potential tenant you have a certain amount of power over your landlord. If you are at the lease signing stage, the landlord wants to rent to you and would not enjoy the hassle of finding another tenant (especially if it is close to the beginning of the month).

State firmly that you do not agree with the rule and may not sign the lease because **of it**. If you don't feel comfortable doing this, you may want to bring along a friend who can support you. The landlord may change the rule (depending on the rule and the landlord, of course).

If the landlord agrees, **GET IT IN WRITING**. Don't sign anything until the rule has been changed on both your and the landlord's copy of the lease.

Do not take the landlord's word for anything! No matter how nice they seem, you'd be surprised how many nice landlords turn nasty when something doesn't go their way.

GET EVERYTHING IN WRITING!!

THE LAW

As a tenant you can end your lease (or verbal agreement) at the end of a rental term (the end of the lease), but you **MUST give your landlord 'Notice to Quit'**. The Notice to Quit must be in writing and you must sign it. You must include the date that you will be ending your lease. You must give your Notice to Quit to your landlord a minimum amount of time before the end of the lease. The amount of time depends on whether you have a weekly, monthly or yearly lease.

ENDING A LEASE and MOVING OUT:

Notice Needed to End a Lease:

Type of Lease	Minimum Notice You Must Give Your Landlord
Yearly	3 months before anniversary date
Monthly	1 month
Weekly	1 week
Fixed-term	The lease automatically ends on the date specified on the lease

The ‘anniversary date’ is the day that you entered into the lease agreement and stays the same for each year after that, regardless if you have a weekly, monthly or yearly lease. For example, if you have a yearly lease that starts on June 1, the “anniversary date” will be June 1 each year. If you have a monthly lease that starts on September 15, the “anniversary date” will be September 15 each year.

In Nova Scotia, a tenant has immediate Security of Tenure. This means that your landlord CANNOT end your rental agreement unless he or she has a legal reason to evict you. For example, your landlord might have a legal reason to evict you if you have not paid your rent. (For details on when a landlord can evict a tenant, see Evictions section of this Guide.)



If you have a fixed-term lease, the lease will automatically end on the date specified on the lease. If you choose to keep renting the same unit after the end of the lease, and **don't sign a new lease**, your lease will become a month-to-month lease. You must have your **landlord's permission to keep** renting after the end of the original fixed-term lease. The landlord is allowed to refuse to let you stay after the end of the fixed-term lease.

You can change a year-to-year lease to a month-to-month lease. If you want to change a yearly lease to a monthly lease, you must give your landlord a Notice to Quit for your yearly lease, and a written request to change to a month-to-month lease, **at least three months' before the end of the yearly lease with a Notice to Quit.** Your landlord must respond in writing within 30 days if they wish to refuse, and cannot arbitrarily or unreasonably refuse to give you permission to change to a monthly lease. If you receive no response, your landlord is deemed to have consented to your request for a month-to month-lease.

Health Reasons to End your Lease Early

If you sign a lease you must pay your rent for the whole term of the lease, unless you can show that:

- Your health has deteriorated significantly making it difficult for you to continue your lease or access your rental unit.
- You have been accepted into a nursing home or home for special care.

If this happens and you want to move out early, you can give your landlord and any other tenants who share the rental unit with you a *one month Notice to Quit* with proof of the change in your circumstances

You must give your landlord proof such as:

- a certificate from your doctor, in the form prescribed by the Regulations. You can ask Residential Tenancies for a copy of the form or find a copy here: <http://www.gov.ns.ca/snsmr/access/land/residential-tenancies/downloadable-forms.asp>
- a letter from the nursing home or other facility saying you have been accepted.



MOVING OUT BEFORE THE END OF YOUR LEASE (BREAKING THE LEASE)

THE LAW

You **CAN** end your lease (also called “terminating your tenancy”) before the end of your lease if:

- You have health reasons that make you unable to pay the rent or unable to live in the unit.
 - **You must give one month’s notice and a medical certificate**
- **The landlord fails to uphold a ‘statutory condition’ like doing repairs, providing heat, or illegal enters of the unit (see Responsibilities of the Landlord and Tenant, pg #38).**

ALSO...

- If your unit is not fit to live in, contact one of the resources in this guide for advice on moving out immediately, before the hearing of your application to terminate your lease.

You can sublet or assign your unit (see Subletting and Assigning, pg# 34).

ASK. Your landlord may agree to let you move out sooner. If your landlord does agree, make sure to get it in writing.

Responsibility for the Rent After You Move Out:

A landlord cannot keep a security deposit for simply ‘breaking a lease’, but your security deposit can be kept if your landlord loses rent because you move out before the end of the lease.

- If you move out and your landlord rents to other people immediately after you move, you are off the hook!! By the landlord renting to other tenants, your landlord is considered to have accepted your termination of the lease. You are NOT responsible for anything to do with the unit. Your landlord CANNOT keep your security deposit even if they had to rent the unit for cheaper.
- If you move out and the landlord tried but does not find other tenants, you are responsible for the rent the landlord lost. The landlord can keep your security deposit for lost rent and get an order from Residential Tenancies for you to pay any other lost rent (see Landlord Collecting Money You Owe, pg# 22)

If the landlord DOES NOT TRY to find other tenants, you may not have to pay the lost rent because the Act requires a landlord to take action to reduce the amount of money lost if someone ends the lease. You will probably have to go to a hearing to decide if you have to pay lost rent or not.

REALITY

- If you break your lease, your landlord will probably try to keep your security deposit. The landlord may say there is a fine for breaking a lease or they will try to get money for anything they lost (like if they had to advertise to find new tenants).
- Landlords can only keep the deposit for lost rent or damages. If you end your lease because your landlord is not fulfilling the responsibilities as a landlord, your landlord **probably won't agree with** this and will refuse to give your deposit back.

THINGS TO TRY:

- If you need to end your lease for reasons not protected by the Act, your safest bet is to find someone to assign your unit (see Subletting and Assigning, pg# 34).
- If you cannot find someone, you may try keeping half of your last months rent to cover the security deposit and moving out anyway. This will cause the landlord to go after you if the landlord wants the money for any rent that is lost after you move out, which they might not do because of the hassle.
- If your landlord does try to keep your security deposit or take you to Residential Tenancies to get lost rent, you can try to prove that the landlord either violated a statutory condition or did not try hard enough to find new tenants.



EVICCTIONS:

Security of Tenure:



In Nova Scotia, you have immediate security of tenure. This means that once you start renting a unit, you can keep renting it for as long as you choose. If your landlord wants to evict you they must give reasons, and the reasons must be satisfactory to Residential Tenancies. Some common reasons the landlord might use are:

- You have not paid your rent on time.
- You or your guests have caused damage to the rental unit.
- Your behaviour has interfered with the "quiet enjoyment" of the landlord or other tenants.
- You are an employee of the landlord and your employment has ended.
- The unit is unlivable because of damage caused by flood, fire or something similar.
- The landlord needs the unit for his or her own use or for his or her family's use.
- The landlord needs to do renovations that require the building to be empty and the landlord has a building permit.

REALITY

Landlords will often try giving a 'Notice to Quit' for less time than required by law. This is NOT LEGAL unless you have failed to pay rent or there are safety reasons.

THINGS TO TRY:

- Tell your landlord that it is not legal to give a Notice to Quit and refuse to move.
- If it is important that you stay in your unit, you might try making a big deal out of being asked to leave for no good reason or because you think that the landlord is discriminating against you.
- Make a scene: write letters and have other people write letters and call your landlord, call the media, tell other tenants, pressure the government to change the Act (see Tenant Organizing, pg# 63).

EVICTON AND NOTICE TO QUIT

If your landlord wants to evict you, he or she must give you notice. The notice is formally known as a Notice to Quit. The Notice to Quit must be in writing and must give the date you are supposed to move out.

The law sets out the minimum number of days before your landlord can force you to move out. The number of days between when your landlord gives you a Notice to Quit and when you are supposed to move out is different depending on what reason your landlord gives for evicting you.



EVICTON FOR UNPAID RENT

THE LAW:

If you have unpaid rent (also called rent that is in 'arrear') your landlord can apply for an order to evict you, but must give you proper notice. Your rent is "in arrears" if it is not paid on the date it is due under the lease, usually the first day of the month. Your landlord can evict you if ANY of the rent is unpaid, even if you have paid some of it.

Notice to Quit (Eviction) for Unpaid Rent

The notice the landlord must give you is called a "Notice to Quit." The law states when the landlord can give you the notice, and how many days you have to respond to the notice.

Lease	When can Notice to Quit be given	Time to Respond
Fixed-term	15 days after rent is due	15 days
Yearly or Monthly	15 days after rent is due	15 days
Weekly	7 days after rent is due	7 days

Fixed-term, Month to Month or Yearly Leases

Your landlord must not give you a Notice to Quit until your rent has been unpaid for a full 15 days after the date it was supposed to be paid and the Notice to Quit must provide you another 15 days, for a total of 30 days before you must respond.

You have three options after receiving a Notice to Quit:

1. Pay the rent in full (the Notice to Quit is "void" once this happens)
2. Move out (you will still owe rent)
3. Make an Application to Residential Tenancies to contest or set aside the landlord's Notice to Quit. You must make your Application within 15 days of receiving the Notice to Quit

- If you pay the rent in full, you do not have to move out on the date given in the Notice to Quit but you do have to go to the hearing.
- If you make an Application to Residential Tenancies to challenge the eviction, you do not have to move out on the date given in the Notice to Quit, but you do have to go to the hearing.
- If the landlord gives you a Notice to Quit and you do not pay the rent or make an application to Residential Tenancies to set aside the Notice within 15 days, then the law says that you have agreed to the termination of your lease on the date in the Notice to Quit. This means that you no longer have a defence to the landlord's application to evict you. The landlord can apply to Residential Tenancies for an Order without giving you further Notice and Residential Tenancies may give an:
 1. **Order for "Vacant Possession".** If Residential Tenancies gives this order, the landlord can force you to leave your home (the Sheriff is permitted to enforce the Order by removing you and your belongings and the landlord can change the locks).
 2. Order requiring you to pay any unpaid rent.
 3. Order that allows the landlord to keep your security deposit and put it toward the rent that you owe.

You will be sent a copy of the order.

Notice to Quit for unpaid rent for weekly tenancies

In the case of a weekly tenancy, the landlord must wait 7 days after the date the rent is due before giving a Notice to Quit of 7 days for a total of 14 days before you must respond.

If you pay your rent on a week-to-week basis, or signed a week-to-week lease, and you receive a Notice to Quit for unpaid rent, the landlord must apply to Residential Tenancies for an Order to evict you or to require you to pay the rent, and you will receive a Notice with a date to appear at Residential Tenancies to be heard in response to the Application.



How do I know what kind of lease I have?

If you signed a written lease, the lease should say whether the term is weekly, monthly, or yearly. If there is nothing in writing but you and your landlord talked about it, you may agree in advance the type of lease. If you did not sign a lease and there was no agreement on the term, or the lease does not say what the term is, and you pay your rent on monthly basis or more than once per week, your lease is month-to-month. If you pay weekly, your lease is week-to-week.

THINGS TO TRY:

Avoiding Eviction for Unpaid Rent:

If you need more time to pay what you owe, you may try talking with your landlord to make a payment plan so that you can pay some of the rent and work out times when the rest of the rent can be paid later. However, if your landlord has given you a Notice

to Quit, remember they can get an Order from Residential Tenancies to evict you without telling you beforehand, so it is a good idea to apply to Residential Tenancies just in case your negotiations with the landlord don't work out. On your application to Residential Tenancies you can ask the Residential Tenancies Officer to help you work out a payment plan with your landlord. *If you make any sort of agreement make sure to get it in writing!!!*



EVICTON FOR OTHER REASONS:

Safety and Security

If your landlord says that you are doing something that poses a risk to the safety or security of the landlord or other tenants or you are breaking a law or regulation, he or **she must give you Notice to Quit with at least 5 days' notice.** If you refuse to leave, the landlord must file an application with Residential Tenancies and give you a copy of the Application and a notice of the place, date and time of the hearing.

Your landlord CANNOT EVICT you if you are doing something illegal as long as it **doesn't pose a risk to safety and security or is disruptive, but be careful** – they can still call the police.

Breach of Statutory Condition

If the landlord says that you have breached the following statutory conditions, he or she may give you a Notice to Quit to leave your home within 15 days. If you do not wish to move out, you may make an application to set aside the notice to Residential Tenancies before the 15 days expires or wait for the landlord to make an application

– they must give you a copy of the Application and notice of the place, date and time of the hearing.

- Behaviour: Your landlord may make an application to evict you if you, or members of your household, or your guests are disruptive or behave in an unacceptable way to the landlord or other tenants
- Cleanliness of the rental unit: You are responsible for keeping the inside of your rental unit clean
- Tenant damage to the rental unit: You are responsible for repairing any damage caused by you, members of your household or your guests

Subletting without consent: You are not entitled to assign your lease to someone else and give them possession of your rental unit without your landlord's consent. If you do, they may serve you with a Notice to Quit.

Other ways the landlord can try to terminate your lease for reasons other than rental arrears:

If the landlord wants to terminate your lease or evict you for reasons other than rental arrears, they must apply to Residential Tenancies, give you a copy of their Application and the place, date and time of the hearing and give reasons why they want you to leave. If your landlord gives you a "Notice to Quit" for reasons other than those listed above it is probably not legally valid.

You can dispute or challenge the landlord's reasons by going to the hearing and giving your side of the story. Maybe you don't agree with the landlord's reasons or maybe there are other circumstances that you want Residential Tenancies to know about, like the landlord is retaliating against you for trying to enforce your rights under the law – that kind of retaliation is illegal and could stop an eviction.

The Landlord needs the property for their own use

If the landlord needs the property for their own use (for example, the landlord or a **member of the landlord's family wants to live in the property**) or would like to do renovations that require the building to be empty, the landlord **MUST** make an application to Residential Tenancies to evict you and give you a copy of the Application, and notice of the place, date and time of the hearing. You can dispute or challenge the landlord's Application if you do not agree – for instance if the landlord is applying to Residential Tenancies to evict you so that he or she can do renovations, he or she must have a proper building permit. The Residential Tenancies Officer will decide whether you should have to leave and how much time to give you before you must leave (they can give you a maximum of 12 months).

The Landlord's property is sold or foreclosed

If the landlord sells the property, you cannot be evicted for this reason. The new owner becomes your new landlord and assumes the terms of the existing lease.

If the landlord's property is foreclosed on by the bank or someone who the landlord owes money to, your new landlord can give you a Notice to Quit to leave your home within three months.

REALITY

Landlords do not always follow notice periods. They will try to get rid of people they believe are being a problem. Landlords also tell tenants they must leave by the date specified in the Notice to Quit. This is NOT true if you have filed an Application with Residential Tenancies.

THINGS TO TRY

You do not have to move until the landlord has an Order and they must *apply* to Residential Tenancies for an Order before they can force you to leave. You may make an Application to Residential Tenancies to dispute the eviction. If going **through Residential Tenancies doesn't work, you may try organizing with other tenants.** But be careful: if people think that you are actually doing something harmful or disruptive, you will find it very hard to get support. That said, if your landlord is clearly reacting against you for reasons other than behaviour or safety, you will have a very strong case.

Remember: your lease will automatically renew itself:

The law says that your lease *automatically renews itself* unless you give notice that you want to terminate the lease. You must follow the notice periods set out in the *Residential Tenancies Act*. For instance, if you sign a year to year lease and do not give notice to the landlord three months before the end of the year (the anniversary date of the lease) then the lease is renewed automatically and you are responsible to pay the rent for another year. This is true for all leases, except *fixed-term leases*. Fixed-term leases terminate on the date in the lease.



Your landlord can only evict you for one of the reasons listed above. Your landlord CANNOT evict you just because your lease is finished, unless you have a fixed-term lease in which case the lease terminates on the date set out in the lease. It is your

Landlord Collecting Money You Owe:

In order to get money from you, your landlord must take you to a hearing and get an **'Order' from Residential Tenancies** that says you have to pay. If you choose not to pay, your landlord will have to enforce the order through the Small Claims Court. This can become very difficult for the landlord and depending on how much rent/ other money is owed, it may not be worth it for your landlord.

If your landlord has a court order against you, there are a few things your landlord can ask the sheriff to do:

- If they know where you work, they can take money from your wages.
- If they know your bank account number, they can take money from your bank account (if you ever gave them a cheque, then your landlord knows your bank account number).
- If they know where you live, they can get the sheriff to take your personal belongings and sell them.
- If you left any personal belongings in the unit after you moved out, your landlord can sell your stuff (your landlord does not need the sheriff to do this).

If you can keep all of this information away from your landlord, it will be very hard for your landlord to get the money from you. There are no criminal charges or fines for refusing to obey a Residential Tenancies or Small Claims Court Order. If the Court Order is put on file, you may end up with bad credit (which makes it difficult to buy things, like a house or a car, or apply for certain things, like credit cards or apartments).



SECURITY DEPOSITS:

What is a Security Deposit or Damage Deposit?



A security or damage deposit is money, other than rent, that you give your landlord at the beginning of a tenancy. It is to compensate your landlord if you cause damages or do not pay rent. The law says your landlord is limited to one half of the first **month's rent as a security deposit.**

THE LAW

- A landlord IS legally allowed to ask for a security deposit.
- The deposit CANNOT be more than half of what you would pay for rent each month. So if your rent is \$600, the security deposit can be no more than \$300.
- It is NOT the last month's rent.
- The landlord must not ask for extra deposits for anything else (like keys, fire extinguishers, carpets) or a fee to apply to rent a unit, but they may apply to keep your security deposit if you do not return your keys.
- Your landlord must return your security deposit with interest to you within 10 days of the end of your tenancy.

My Landlord Wants to Keep my Deposit!!

A landlord may **ONLY** keep the deposit for damages or unpaid rent. Security deposits CANNOT be kept for broken leases or 'normal wear and tear.'

'NORMAL WEAR AND TEAR' is the usual

degree of use or deterioration in the quality of a rental unit caused by normal use of the unit. Example: worn down carpets where people often walk or faded paint.

If you move out before the end of your **lease** ('break your lease') and the landlord cannot find other tenants, you may be responsible to pay the rent your landlord lost and the landlord can apply to keep your security deposit for this.

If your landlord wishes to keep your security deposit, your landlord **MUST** file with Residential Tenancies within 10 days of the end of your tenancy. If your landlord files to keep your deposit and you do not agree, you **MUST** file with Residential Tenan-



cies to have your deposit returned (see Legal Process for info about how to do this, pg# 37). You must then go to a hearing to decide who gets the deposit.

REALITY

Often landlords do not return security deposits when they are supposed to, and do not make an application to Residential Tenancies to keep the deposit.

THINGS TO TRY

If this happens you can make an Application for return of your deposit. If the landlord did not follow the rules to keep your deposit, you can argue that they are out of time and you should get your money back.

MAINTENANCE, REPAIRS & SERVICES:

THE LAW

- Your landlord must keep your unit in a decent state of repair, and must comply with all health, safety, and housing laws.
- Heat in your home must be kept to 20°C or 68°F
- You are responsible for the general cleanliness of the unit and anything that you or your guests break on purpose or by accident.
- You are not responsible for normal wear and tear. The landlord is responsible for certain services. These will be identified in the lease. Services can be heat, water, electricity, garbage, elevators, snow removal, sewers, appliances, etc. A landlord cannot stop providing any of these services without giving you 4 months notice before the anniversary date of your lease (the date each year that you first signed your lease). Discontinuation of a service is considered a rent increase and follows the same rules (see Rent, pg# 27)

REALITY

- Many landlords do not abide by health, safety, and housing regulations and there is very little to enforce this. Tenant complaints are not always dealt with by the landlord and problems persist.
- Landlords may try to blame you for all



damages and keep your security deposit (see Security Deposits, pg# 23).

- Landlords may cut off services or fail to maintain them with little to no notice. Heat may be turned off and on, appliances left unrepaired, or elevators blocked or broken, etc.

THINGS TO TRY

- Write a demand letter to your landlord. Make sure you include the date, your address, exactly what you want fixed, the date that you want it fixed by, and what action you will take if it is not fixed by that date.
- File a complaint with Residential Tenancies to have a hearing to receive an Order for your landlord to do repairs or continue a service. You can also ask for your landlord to pay you for the inconvenience. This is called **“rent abatement” or a “rental rebate.”** You can also ask to pay your rent in trust directly to Residential Tenancies instead of your landlord until the repairs are done.
- Call by-law enforcement to come and look at the building. The inspector will give your landlord an order to do repairs and if your landlord does not do them within thirty days, HRM will do the repairs and charge your landlord. Your by-law complaint can be anonymous. Call HRM customer service at 490-4000. The drawback to this is that it may take a long time for an inspector to come to your home.
- Document everything that happens from the beginning. This will help you to prove your case if you go to a hearing. Take pictures, write down when you have asked your landlord to fix the problem, collect samples: bugs, mould, mice droppings, etc
- Organize with other tenants! Call the media, write a mass letter to your landlord, personally deliver bugs to your landlord if you have a bug infestation or rotting food if your fridge is broken, set up a picket outside their home or work, be creative! (see Tenant Organizing, pg# 63)
- Let the Minister of Service Nova Scotia know what is happening and ask them to prosecute your landlord under the Act.



Sample Demand Letter

June 15, 2014

Dear Mr. Landy,

My fridge has been broken for two weeks now. I asked you to fix it on June 3 and again on June 10 and it still has not been repaired. My food is rotting.

You are in violation of the *Residential Tenancies Act* which requires you to keep my apartment in a good state of repair and comply with any health, safety, or housing laws. You are also required to provide me with services, which include appliances.

If you do not fix my fridge by June 20, 2004, I will take legal action against you through Residential Tenancies.

Sincerely,

Thomas Tenant

RENT

THE LAW

You must pay your rent on time. The landlord can charge you if you are late, and can raise the rent as much as they want, as long as they follow the rules.

Late payment charges:

- If you do not pay your rent on time, your landlord can charge you a late payment penalty. If your landlord wants the right to charge you a late payment penalty, it must say so in the lease that you sign.
- A late payment penalty for late rent can be no more than 1% of the total rent you pay per month. (For example: if your rent is \$500, a penalty can be no more than \$5 a month).

Rental increases:

- A landlord can only raise the rent once every 12 months. Your landlord CANNOT raise your rent for the first 12 months after you start your lease.
- This applies to all types of leases. For example, if you sign a weekly lease that starts January 1, the first time your landlord could require you to pay a higher rent would be January 1 of the following year.
- Your landlord MUST give you proper notice that your rent will be increasing.



Notice required for rental increase:

Rental increases for *Fixed-term Leases*:

If you sign a fixed-term lease, the rules for rental increases are different than for other types of leases.

Lease	Notice Period
Yearly	4 months before the anniversary date
Monthly	4 months before the anniversary date
Weekly	8 weeks before the anniversary date
Fixed-term	Must be indicated in the lease
Mobile Home Space	7 months before the anniversary date

- The original lease that you sign must include the details about when your rent will increase and by how much. For example, if you sign a 2 year fixed-term lease, it could set out that you will pay \$800 per month for the first 12 months and then your rent will increase to \$850 per month for the second 12 months.
- Your landlord does not have to give you notice of the rental increase because you already have the information in the lease.
- Important: Even in a fixed-term lease, the landlord can only increase the rent once every 12 months and the rent cannot be increased in the first 12 months of the lease.

How big can the rent increase be?

As big as the landlord wants! There are no restrictions on how much a landlord can raise the rent. There are limits on rent you pay for a mobile/manufactured home community space.

Withdrawal of services can be considered a rental increase:

Some rental agreements include services such as heat or electricity as part of the total cost of rent. If your landlord stops providing an included service but does not reduce your rent, it is treated as a rent increase. This is because you are paying the same amount for your rent but you now have to pay more money for the services that used to be included. You are getting less for your rent.



Even if you paid extra for the service, a change in the service may be treated as a rent increase. For example, you might rent an apartment that has shared laundry facilities that you pay for with coins every time you use the machines. If your landlord decides to remove the laundry facilities from the building, you no longer have the ability to do your laundry at your apartment building. This is treated as a rent increase because you are no longer getting access to laundry facilities within the building as part of the rent you pay.

Important: If your landlord wants to stop providing a service (whether or not it was included in your rent), he or she must follow the rules for increasing rent:

- The service cannot be removed within the first 12 months of your lease.
- The landlord must give you written notice.

Mobile/Manufactured Homes:

Some of the rules for rent increases for mobile/manufactured homes are the same and some are different than for other types of rental accommodation:

- The landlord of a manufactured home park space can only increase the rent once every 12 months.
- The rent cannot be increased in the first 12 months of the lease.
- The proper notice period for a mobile home space rental increase is *7 months* before the anniversary date of the lease.



Rent increases for mobile/manufactured homes and spaces are more strictly regulated than other rental units:

1. Your landlord is limited in the amount they can increase the rent to an **“annual allowable rent increase” based on the Consumer Price Index.** The percentage increase is published and can be found on the Residential Tenancies website or by contacting Residential Tenancies.
2. If your landlord wants to increase the rent in an amount greater than the **“annual allowable rent increase”**, they must make an application to Residential Tenancies.

Fighting a Rental Increase for a Mobile/Manufactured Home/Space

Your Landlord must deliver the Application and Notice of Rent at least 7 months before the date of the proposed increase.

To decide if you should oppose your landlord's application, you are allowed to review the landlord's "financial information" filed with Residential Tenancies but you need to ask Residential Tenancies to see this information. You can also ask for a copy of the Regulations that apply to this type of rental increase. The Regulations will help you understand what expenses the landlord is allowed to use to justify a higher rent increase.

Residential Tenancies can approve a rent increase, above the Annual Allowable rent increase, if the landlord proves that their expenses and capital costs require a higher rent charge.

The landlord is not allowed to include the following expenses in their Application for higher rent:

- Expenses for preparing the Application
- Expenses that do not relate to the rental property
- **Expenses from deals with family or friends ("non-arm's length transactions")**
- Expenses resulting from work done in order to meet government stan-



dards

- Interest or debt charges, except for renovations, improvements or major repairs to the manufactured home community
- Any expense that Residential Tenancies finds is not reasonable
- A management fee in excess of 5% of total income

You can oppose your landlord's Application by filing your written reasons ("submissions") why you think the increase should not be allowed. You must deliver your written reasons to Residential Tenancies no later than 14 days after the date the landlord served you with the Notice of Rent increase.

The landlord is allowed to respond to your submissions no later than *14 days* after they receive them from Residential Tenancies. You can ask Residential Tenancies **to see the landlord's submissions.**

Residential Tenancies will make a decision based on written submissions, without hearing from you or your landlord in person, and must mail you a copy of the decision.

REALITY

Landlords want to make money. Some landlords will try raising your rent whenever possible to make more money. A large rental increase will often cause a tenant to move out.

THINGS TO TRY

- If the landlord raises the rent more than once a year **or doesn't give you proper notice**, you can make an application to Residential Tenancies and refuse to pay the extra rent.
- For all other rental increases-ORGANIZE!!!
- It is not right that the landlord can raise the rent once a year with no limit.
- If your landlord is raising your rent beyond what you can pay, you should fight back and organize with other tenants.
- Let your landlord know that raising the rent more than people can afford is unacceptable. No one should put people out of their homes (or out of enough money to buy food or other things) in order to make a bigger profit.
- Pressure the Ministry of Service Nova Scotia and Municipal Relations to change the Act and re-institute the *Rent Review Act* which put a limit on how much rent could be raised. [See Tenant Organizing Guide for more ideas]

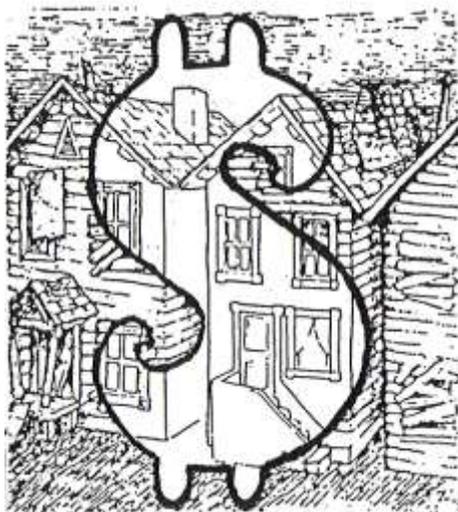
POST-DATED CHEQUES :

THE LAW

There is nothing in the law to stop a landlord from asking for post-dated cheques. There is nothing in the law that requires this either. It is up to the landlord. This must be indicated on the lease.

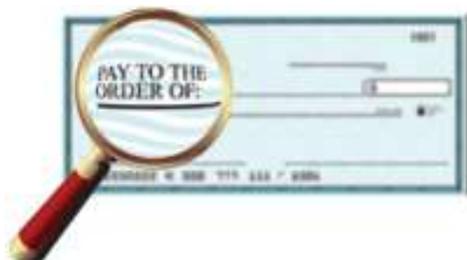
REALITY

Post-dated cheques are inconvenient and make many tenants uncomfortable, especially if you **don't** have a chequing account. You can refuse, but the landlord may not rent to you.



THINGS TO TRY

- Try the suggestions for signing leases and agreeing to landlord's rules (see Leases, pg# 9).
- You may want to only bring enough money or cheques to cover the first **month's** rent and the security deposit. If you feel you must agree to it, you can then keep putting off giving the landlord the rest of the cheques. If you pay your rent on time, it is unlikely that your landlord will take you to Residential Tenancies for this.
- Be careful with the last approach. It may not work in all circumstances and could probably cause your landlord to hassle you.



CO-SIGNERS

THE LAW

There is nothing in the law to stop a landlord from asking for someone to co-sign the lease. Anyone who signs the lease with you will be responsible for damages, unpaid rent, and all obligations under the lease regardless of whether the co-signer lives in the unit or not. A landlord does not have to ask for a co-signer, but they can choose to. There are no restrictions on how old a person has to be to sign a lease. A landlord is legally allowed to rent to anyone without a co-signer if they choose. A landlord can refuse to rent to someone if they do not have a co-signer.



REALITY

Many landlords will not rent to some people unless they have a co-signer, especially if the person is young, a single parent, or the landlord has some reason to think that they are unreliable. Landlords sometimes say that it is required by law to ask for a co-signer if a person is under a certain age. This is not true. Not having a co-signer can make finding a place to rent very difficult.

THINGS TO TRY

- If you present yourself as extremely reliable, the landlord might feel more comfortable renting to you without a co-signer.
- Tell the landlord that you would like to have a co-signer, but you do not know anyone that is available to be a co-signer for you right now.
- Give the landlord names and telephone numbers of people who will say that they know you and that you are a reliable person. Give the landlord a telephone number for a previous landlord who can say that you always paid your rent and were never a problem. If you do not have a previous landlord, be creative! Suggest another responsible person as an alternative.
- You may want to show the landlord bank statements, pay stubs, or a benefit stub to show that you have enough income to afford the rent (but only if this will help you).

SUBLETTING AND ASSIGNING :

WHAT'S THE DIFFERENCE?

A sublet is usually where you intend to keep the right to return to a unit after a set amount of time but can go to the end of your lease. You are still responsible for damages, paying rent if the person you are subletting to fails to do so, and all other obligations under the lease and the Act. You become the landlord to the person who takes over the rental unit.



An assignment is where you do not intend to return to the unit and you sign over the lease to someone else. Your landlord must return your security deposit (upon the new tenant putting up a security deposit of their own) unless you receive the money for the security deposit from the new tenant and you no longer have any responsibilities to the unit.

THE LAW

Your landlord **MUST** allow you to sublet or assign your unit, if your request is reasonable. It is **YOUR RESPONSIBILITY** to find someone to sublet or assign to. Your landlord **DOES** have the

right to meet and **APPROVE** the person you will sublet or assign to beforehand. Your landlord cannot disapprove of someone unless there is good reason ('Good reason' would be: the person has no income. 'Good reason' is NOT that the person is a student, young, looks 'dirty', has kids, or that the landlord just doesn't like them).

The landlord **IS ALLOWED** to charge a sublet or assignment fee. The **MAXIMUM FEE** is \$75. You cannot be charged for this unless the landlord actually had to pay something for the new tenant to move in.

REALITY

- Landlords can give you a hard time and say that you cannot sublet or assign your unit or that they don't approve of a new tenant you've found.

- The people you sublet to can sometimes cause damages or not pay rent, leaving you responsible.

THINGS TO TRY

- It is a really good idea to get your subletters to sign a lease with you and pay a **damage deposit. That way if they cause damages or don't pay rent you can take them to Residential Tenancies (and they will be way less likely to pull something if they've signed and put up money).**
- Tell your landlord that it is illegal to refuse to let you sublet or assign your unit **and that your landlord can't withhold consent "unreasonably and arbitrarily".**
- File a complaint with Residential Tenancies if your landlord is being unreasonable
- If you think your landlord is being unreasonable, you can let the new tenants move in anyway. Your landlord would then have to file with Residential Tenancies to kick them out and prove that they did not refuse the tenants **"unreasonably and arbitrarily". If you do this, make sure to let the new tenants know. They may not want to move in knowing that they have not been approved.**



LANDLORD'S RIGHT TO ENTRY:

THE LAW

The landlord cannot enter the unit, except for in an emergency, unless:

- A) you are moving out and the landlord needs to show the unit to other people at a reasonable hour, or
- B) your landlord gives you 24 hours' notice to enter during daylight hours

This is a **'Statutory Condition.'**

REALITY

Landlords may enter without notice, especially to make repairs. You may be okay with this, but your landlord should give 24 hours notice, unless there is an emergency like a fire. Landlords also enter if they are trying to collect rent or if they suspect you are not keeping up the property.

THINGS TO TRY

- Tell your landlord that you require 24 hours notice before they can enter your unit. You can refuse to let your landlord inside.
- File a complaint with Residential Tenancies.

Landlord's right to entry fol-

lows the same rules as other **'Statutory Conditions.'** See Responsibilities of the Landlord and Tenant, pg# 38, for more on Statutory Conditions.



PETS:

THE LAW

- A landlord can make a rule in the lease that does not allow pets.
- The landlord can try to evict you or your pet, but only if the landlord proves that the **'no pets' rule is 'reasonable' during a hearing.**
- **If your pet isn't disturbing anyone** (noise, allergies, fright, etc.) or **damaging the landlord's property**, you can argue the rule against pets is unreasonable and that you should be able to keep your pet.

REALITY

It is sometimes hard to find suitable housing if you have a pet.

THINGS TO TRY

- If your landlord wants to evict you or your pet, your landlord will have to take you to a Residential Tenancies hearing. In order to win this hearing, you must prove that **the 'no pets' rule is not 'reasonable'.** A rule is reasonable if it promotes safety, comfort, and well-being of all tenants or if it protects **the landlord's property** from abuse. If your **pet isn't disturbing anyone** or causing damages, the rule is probably not 'reasonable.'
- You may try coming to an agreement with your landlord, like offering to clean the carpets before you move out to get the pet smell out of them. Usually, this is what landlords are worried about.
- If you are getting evicted because of your pet, fight back!



(see Tenant Organizing pg# 63 or Eviction for Other Reasons pg# 19).

RESPONSIBILITIES OF THE LANDLORD AND TENANT:

THE LAW

Statutory Conditions:

The *Residential Tenancies Act* (the Act) has rules that say what you and your landlord are responsible to do. All landlords and tenants in Nova Scotia who rent residential premises must follow these rules – **sometimes called ‘Statutory Conditions’**. **If you make an agreement or part of your lease contradicts the ‘Statutory Conditions’, it is not legally valid.**

The ‘Statutory Conditions’ that apply to landlords and tenants are described below. This Guide does not provide the exact wording – the Statutory Conditions can be found in section 9(1) of the Act.

Landlord’s Responsibilities under the Statutory Conditions

The ‘Statutory Conditions’ or rules that apply landlords are:

Condition of Premises:

- The landlord must keep the rental unit in a good state of repair.
- The landlord must make sure the rental unit is fit for habitation for you to live in. (For example, if the toilet is broken, the landlord must fix it.)
- The landlord must follow any other health, safety or housing laws, such as the Municipal Minimum Standards By-Laws.

Services:

- The landlord must provide tenants with proper services.
- The rental unit must be set up for heat, electricity, and water. If a lease states that a service such as heat is included in the rent, the landlord must continue

to provide heat and cannot charge extra for it. If the landlord wants to change the lease so that heat is no longer included in the rent, it will be considered a rental increase. A landlord must give proper notice – as though they were increasing the rent.

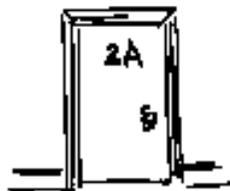


Good Behaviour:

- **The landlord must not interfere with the tenant's ability to live in the rental unit.**

Subletting Premises:

- A tenant is allowed to sublet a rental unit, as long as the landlord gives consent. A landlord cannot refuse consent unreasonably or arbitrarily. A landlord is allowed to refuse consent if he or she has a good reason for doing so. (For example, if a landlord is not convinced that the person who is going to be subletting is able to pay the rent.)
- A landlord cannot charge a tenant a fee for allowing the tenant to sublet the rental unit. But if a landlord actually spends money or incurs an expense in the context of deciding whether to consent, the landlord can charge that expense to the tenant, for instance, the cost of a credit check to a maximum fee of \$75.00.



Abandonment and Termination:

- If you leave the rental unit before the end of a lease, the landlord must take action to reduce the amount of money that the landlord might lose. This means the landlord must try to find new tenants to reduce the loss of rental income.

Entry of Premises:

- **A landlord MUST give proper notice or have a tenant's consent to enter the rental unit, unless it is an emergency. If there is an emergency, the landlord does not have to get the tenant's consent. (For example, if a pipe bursts and causes a flood in the rental unit, the landlord does not need to get the tenant's consent to enter the rental unit to fix it.)**
- If you have given notice that you will be moving out or if the landlord has given you a legal eviction notice, the landlord is allowed to enter the rental unit to show it to new or potential tenants. The landlord does not need your consent or permission to show the unit. But the landlord must show the rental unit at a reasonable time of the day. (For example, the **landlord can't show the rental unit extremely early in the morning, before the time that the average person would get up.**)
- The landlord can enter the apartment during daylight hours if he or she gives you 24 hours notice in writing. (For example, if the landlord needs to fix something in the apartment, he or she must give you 24 hours notice in writing before entering the apartment.)

Changing the Locks:

- While you are a tenant, the landlord must not change the locks to your rental unit, or prevent you from accessing the rental unit.

Late Payment Penalty:

- A late charge for late rent can be no more than 1% of your rent per month (for example, if your rent is \$500, a late fee can be no more than \$5 a month.)
- The landlord must give you the name, address, and telephone number of the landlord or someone responsible for the rental unit (for example, the property manager).

REMEMBER – if you live in a manufactured/mobile home, your landlord must follow these rules as well as special rules that apply only to manufactured/mobile homes (see Manufactured/Mobile Homes section and the Act at s. 9A).

REALITY

Landlords do not always fulfill their responsibilities. Statutory Conditions are sometimes ignored or violated.

THINGS TO TRY

If your landlord violates any of the Statutory Conditions or other responsibilities you can file an application to have the Director of Residential Tenancies resolve the dispute (see Legal Process for Filing Complaints on page).

If you file an application to the Director of Residential Tenancies, you can ask to pay your rent in trust to Residential Tenancies until your application is heard. This means that you will still pay your rent when it is due but the money will be held by Residential Tenancies. Residential Tenancies will only give the rent to your landlord once your landlord can show that he or she is complying with all of the Statutory Conditions.

In your application to Residential Tenancies, you can include a request for a rental rebate (some money back from the landlord) for the inconvenience if your landlord violates these conditions.

If the landlord is ignoring their responsibilities and as a result the rental unit is "unfit for **'habitation'** you can make an application to Residential Tenancies to terminate lease immediately and move out.

It is best to wait until you have a Small Claims Court decision before you move out, but if the conditions are so bad you can't wait, make sure that the building or fire in-

spector has a chance to look at the place before you move out so that they can be called to testify at Small Claims Court because you will need to prove that the place was not "fit for habitation" to defend your decision to move out early.

If you would like to stay in your rental unit, you can pressure your landlord to comply with the Statutory Conditions by writing letters or organizing with other tenants. (See Maintenance, Repairs & Services or Tenant Organizing.)

Tenant's Responsibilities under the Statutory Conditions

The 'Statutory Conditions' or rules that apply to the tenant are:

Good Behaviour:

- **The tenant must not behave in a way that interferes with the landlord's or any other tenants' use of the building or premises.**

Obligations of the Tenant:

- You must keep the unit clean.
- If you or your guests break anything on purpose or by accident, you must repair it (or pay to have it repaired).

Subletting Premises:

- You are allowed to sublet or assign your rental unit as long as your landlord consents.
- The landlord cannot refuse to consent for arbitrary or unreasonable reasons. But if the landlord can show they have a good reason to refuse consent, then you are not allowed to sublet the unit to that person. (For example, the landlord might be able to reasonably refuse consent if the **person who wants to sublet the unit won't be able to pay the rent.**)
- A landlord cannot charge a tenant a fee for allowing the tenant to sublet the unit. But if a landlord actually spends money or incurs an expense in the context of deciding whether to consent, the landlord can charge that expense to the tenant.

Changing the Locks:

- You are not allowed to change the locks to your unit without your **landlord's consent.**

In addition to the Responsibilities described above, if you rent a mobile/manufactured home space, or a mobile/manufactured home, there are *additional responsibilities* that apply to your situation. (See Mobile/Manufactured Homes section of this Guide).



PUBLIC HOUSING :

THE LAW

If you live in a unit that is subsidized by the government, there are several things that are different. Everything in the Act applies to public housing except:

- You must give your landlord information about your income and family size. You will be allowed to live in a unit based on these things. If your income or family size change and you no longer qualify, the landlord may be able to evict you by giving you notice (the same notice rules as other tenancies, see Ending a Lease, pg# 12).
- You do not have the right to sublet or assign your lease.
- The rules for rental increases do not apply to public housing. Your landlord can adjust your rent based on changes in your income. They are not limited to once per year. If the public housing authority raises the percentage of your income to be paid in rent, that is a rental increase and follows the normal rules for rental increases, pg# 27. (Example: if the amount you have to pay goes from 30% of your income to 35% of your income, that is a rental increase).

REALITY

Many of the same problems occur in public housing as in other rental housing. Public housing landlords sometimes feel that they have more power over public housing tenants because the rents are subsidized and tenants will be more reluctant to leave if their rights are violated. Public housing authorities do not always have good ways to deal with disputes and can treat tenants with very little respect.

THINGS TO TRY:

- Public Housing Authorities have their own guidelines for dealing with disputes. You can complain to the Housing Authority Board if your own property manager is treating you unfairly.
- You can also file a complaint with Residential Tenancies. You have the same rights as any other tenant whether you are in public housing or not.
- Organize with other tenants! Strength comes in numbers (see Tenant Organizing, pg# 63).

MANUFACTURED (MOBILE) HOMES

THE LAW

Under the *Residential Tenancies Act*, there are special rules for landlords and tenants of mobile home parks and starting in 2012 some of the rules have changed. One change is the terms used to describe mobile homes:

Mobile Homes = Trailers = *Manufactured Homes*

Mobile Home space = Trailer space, lot or pad = *Manufactured Home Space*

Mobile Home Park = Trailer Park = *Land-lease Community*

To find contact information or the *forms* referred to in this section for Residential Tenancies you can call Service NS (902) 424-5200/ 1-800-670-4357/ TTY 1-877-404-0867 or check the website: <http://www.gov.ns.ca/snsmr/access/land/residential-tenancies.asp>

Statutory Conditions:

The *Residential Tenancies Act* (**the Act**) lists '**Statutory Conditions**'. **Statutory Conditions** are rules that all landlords and tenants must follow no matter what and apply to ALL residential leases in Nova Scotia, including mobile homes. (see Responsibilities of the Landlord and Tenant) There are also *special* Statutory Conditions that apply to mobile home parks (land-lease communities). If any part of a lease contra-



dicts any Statutory Condition, it will not be valid.

Special Statutory Conditions for Mobile Home Park tenants:

- **The landlord can't restrict your right to sell, lease or otherwise part with possession of your mobile home.** If you own your mobile home, you can do what you like with it!
- If you choose to sell or rent your mobile home to someone else, and they **want to take over your mobile home space, you must have the landlord's consent.** The landlord is not allowed to *arbitrarily or unreasonably* refuse to give consent. **There are two steps involved in getting the landlord's consent:**
 1. **You apply to the landlord (in writing) for the landlord's consent to have the new person take over the mobile park space.**
 2. **Within ten days of receiving your written request, the landlord must (in writing) consent to the request or tell you why consent is denied.**
- If the landlord does not reply in writing within ten days then the landlord is **"deemed" to have consented. This means that the law will treat the situation as though the landlord consented.**
- The landlord is not allowed to charge you a fee for granting consent. But the landlord can ask you to pay reasonable out of pocket expenses related to granting consent, such as the cost of having a credit check for the new tenant.
- **The landlord can't force you to give him or her any compensation for helping you negotiate a sale or rental of your mobile home, unless you agreed to this separately in a written contract.** The written contract will only be valid if you entered into it after you agreed to rent a space in the trailer park and at the time that you decide to sell or lease your mobile home.
- **The landlord can't restrict your right to purchase goods or services from the person of your choice.** But he or she can set reasonable standards for mobile home equipment. (For example, the landlord may be allowed to set minimum safety standards for certain pieces of mobile home equipment.)
- The landlord must follow any municipal by-laws that apply to the common areas of the mobile home park and the services provided by the landlord to tenants in the mobile home park.



The 'Statutory Condition' or rule that applies to the manufactured home tenant

is that you must comply with any municipal by-laws that apply to your mobile home and your mobile home space.



ASSIGNING YOUR LEASE TO SOMEONE ELSE

If you own your mobile/manufactured home and you want to sell it to someone else, the person buying your house might want to take over your existing lease in a mobile home park. This is

known as “assigning” your lease.

Information you must give the person who wants to take over your lease

If you want to assign your lease in the mobile home park to someone else, you have to apply to your landlord for permission. Before applying to the landlord, you must give all of the following information to the person who wants to take over your lease:

- **A copy of the Landlord's Rules (if there are any)**
- A copy of your written lease (if your lease is in writing)
- How much rent you currently pay
- The date that your landlord last raised the rent and how much the landlord raised the rent
-

Information you must give your landlord

Your application for consent to assign your lease must be made in writing to your landlord. It must include the following information:

- The address of the space on which your mobile/manufactured home is located
- Your name, telephone number, and mailing address
- The name, telephone number, and current address of the person who wants to take over your lease
- If the person who wants to take over your lease is currently renting, then you must also include the name and telephone number of their current landlord
- The mailing address for the person who wants to take over your lease (if it is different from the current address where they live)

- If the person who wants to take over your lease has lived at their current address for less than 2 years, you must include the address for the previous place they lived. You must also include the name and telephone number of the landlord for that previous place.
- The names and telephone numbers for two personal references for the person who wants to take over your lease.
- You must explain if you want the landlord to consent to enter into a new lease with the person who wants to take over the lease or if you want the landlord to consent to you assigning your existing lease to the person.
- What date you want the new lease to start or the date you want the new person to take over your existing lease.
- The signature of the person who wants to take over your lease indicating that they consent to the following:
 - your landlord contacting their current and/or previous landlords whose names are included in the application;
 - your landlord contacting their personal references;
 - your landlord checking their income and getting an up-to-date credit report
- If you are applying to have your current lease assigned to the new person, you must also include a signed acknowledgement from the new person that indicates you have given them all of the required information (**see above: 'Information you must give the new person'**)

You can deliver the application for consent to your landlord in person or by registered mail.

Your landlord has 10 days to reply to your request for consent to assign your lease. Within that time, your landlord must consent or tell you why he or she is not consenting in writing. If your landlord does not reply within 10 days, then the law treats the situation as though he or she did consent.



When your landlord is allowed to refuse consent

Your landlord cannot *unreasonably or arbitrarily* refuse to consent. In some cases, your landlord can legally refuse to grant consent, for instance where:

- You did not provide all of the required information (see above: **'Information you must give your landlord'**)
- Your landlord has good reason to think that the new person might not

comply with the lease or the Landlord's Rules

- Your landlord does not believe that the new person can or will pay the rent
- The new person does not plan to live in the mobile/manufactured home and:
 - Wants to use it to run a business
 - Or has bought more than one mobile/manufactured home in the mobile home park
- The mobile/manufactured home has been moved away from the mobile home park space or has been destroyed
- You are behind on your rent
- You have been ordered to pay money to your landlord by the Director of Residential Tenancies or Small Claims Court and have not yet paid that money
- The mobile/manufactured home does not comply with municipal by-laws
- **The mobile/manufactured home does not comply with the Landlord's Rules**



Your landlord can also legally refuse to give consent if they are not able to contact **one or more of the new person's personal references and, because of this, does not** have enough information to make a decision.

If your landlord denies consent for this reason, the landlord must have:

- Promptly told you that he or she was not able to contact the personal references
- And, made reasonable efforts to contact those references (or to contact any other personal references that the new person provides if the first ones cannot be contacted)

RENTAL INCREASES

For general information about rent, see the Rent section of the guide on page .
Mobile/Manufactured Home Spaces

WHEN your landlord can raise your rent for your mobile/manufactured home space in a mobile home park:

- Your landlord can only raise the rent once every 12 months.
- Your landlord CANNOT raise your rent for the first 12 months after you

start your lease.

- Your landlord must give you proper notice that your rent will be increasing.
- Your landlord can set one date to increase the rent for all the mobile/manufactured home spaces in the mobile home park.

If you rent a mobile/manufactured home space in a mobile home park, your landlord must give you **7 months'** notice, in writing, that the rent will be increasing. For example, if you start renting a mobile/manufactured home space on January 1, 2013, the earliest that your landlord can increase your rent is January 1, 2014. Your landlord must give you notice that the rent will be going up 7 months before January 1, 2014. This means that your landlord must give you notice of the rental increase by May 31, 2013.

Important: If you rent your mobile/manufactured home, there may be separate notice periods for rental increases on the mobile home. For example, the rent you pay to rent the mobile home might be separate from the rent you pay for the mobile home space. To find out what notice periods apply to the rent you pay for the mobile/manufactured home, see the Rent section of the guide on page.

HOW MUCH your landlord can raise your rent for your mobile/manufactured home space in a mobile home park:

- Each year Service Nova Scotia sets the maximum amount that a landlord can increase the rent for a mobile/manufactured home space in a mobile home park. This is called the Annual Allowable Rental Increase Amount.
- Service Nova Scotia publishes the Annual Allowable Rental Increase Amount on its website: <http://www.gov.ns.ca/snsmr/access/land/residential-tenancies/allowable-rent-increase.asp>
- If your landlord does not raise your rent by the maximum allowable amount one year, he or she cannot apply the unused amount in a future year. For example, if the landlord is legally allowed to raise the rent by 3% one year but only raises it by 2%, he or she cannot add the unused 1% to a rent increase the following year.



If your landlord wants to increase your rent by more than the Annual Allowable Rental Increase Amount they must:

- apply in writing to the Director of Residential Tenancies for permission.
- give you a copy of the application to the Director of Residential Tenancies and a Notice of Rental Increase for Manufactured Home Space (Form M).
- give you these documents at least 7 months before your anniversary date. (For example, if you start your lease on January 1, your anniversary date is always January 1 so your landlord must give you these documents by June 1 the year before the rent is set to increase.)
- If your landlord does not give you copies of the documents at least 7 months before your anniversary date, the landlord is not allowed to raise your rent more than the maximum amount.

THINGS TO TRY:

You can object to your Landlord's application to increase your rent

- If your landlord applies to increase your rent beyond the maximum, you have the right to see all the information that your landlord has given to the Director of Residential Tenancies along with the application for a rental increase. To see the application and supporting information, you can contact Residential Tenancies: <http://www.gov.ns.ca/snsmr/access/land/residential-tenancies.asp>
- **You have a right to respond to the landlord's application to the Director of Residential Tenancies and give your own information.** For example, if you think that the landlord is making an unreasonable request to raise the rent above the maximum amount, you can explain why in writing. You must give your written submissions to the Director of Residential Tenancies within 14 days of the day that your landlord gives you a copy of the application. (Important: if your landlord gives you the application early, for example, 8 months before the anniversary date instead of 7 months before, you have 14 days after the very last date your landlord could have given you notice. That means that if your landlord must give you your **7 months' notice on June 1, but gives you notice on May 1, you have until 14 days after the June 1 deadline.**)
- The Director will give your landlord a copy of any written submissions you make.
- The landlord has a right to make additional written arguments in response to your written submissions. The landlord must give these additional submissions to the Director of Residential Tenancies within 14 days after he or she receives copies of your written submissions from the Director.

Make sure you ask Residential Tenancies to give you a copy of any additional submissions.

- The Director will not hold a hearing. The Director will make a decision about the rental increase based on all of the written material that your landlord and you have submitted. Once the decision is made, the Director will send you and your landlord a written notice that explains whether your landlord is allowed to raise your rent above the Annual Allowable Rental Increase Amount (and by how much).

If your landlord wants to raise your rent more than the Annual Allowable Rental Increase Amount, talk to your neighbours. Your landlord will probably be trying to raise the rent for the whole mobile home park. You may be able to work together to make sure that you include all relevant information in your written submissions to the Director to make a stronger argument for why your landlord should not be allowed to raise the rent by this additional amount.

TERMINATION OF LEASES AND EVICTIONS

Security of Tenure:

In Nova Scotia, you have immediate security of tenure. This means that once you start renting a mobile/manufactured home space in a mobile home park, you can keep renting it for as long as you choose. There is one exception to this. If you have a **'fixed-term lease'** then your rental agreement ends on the date set out in your lease.

Evictions:

If your landlord wants to evict you they must give reasons, and the reasons must be satisfactory to Residential Tenancies. The landlord is allowed to evict you for the following reasons:

- You have not paid your rent on time
- Your behaviour has interfered with the "quiet enjoyment" of the landlord and tenant
- You or your guests have caused damage or have not kept your mobile/manufactured home up to basic standards of cleanliness
- You have sublet your mobile/ manufactured home to someone else without getting permission from the landlord
- You have not complied with municipal by-laws that apply to your mobile/ manufactured home



If your landlord wants to evict you from a mobile home park, he or she must give you **at least 30 days' notice to move out**. If your landlord gives you a **Notice to Quit** (eviction notice), you can apply to the Director of Residential Tenancies to ask that the Notice to Quit be set aside.

For more information about when your landlord is legally allowed to evict you (and how to avoid eviction), see the Evictions section on page .

Ending a Lease and Moving Out:



Giving notice to move out of a mobile home park:

As a tenant, you can end your lease (or verbal agreement) at the end of a rental term (the end of the **lease**), but you **MUST give your landlord 'Notice to Quit' at least one month** before the end of the lease. You must fill out **Form C: Tenant's Notice to Quit**.

Important: If you do not own your mobile home, you will also need to give notice to the owner of the mobile/manufactured home to move out of it. See the **'Leases' chapter for information on the notice period**.

If you need to leave early:

If you sign a lease you must pay your rent for the whole term of the lease, unless you can show that:

- your health has deteriorated significantly making it difficult for you to continue your lease or access your rental unit (you will need a doctor to verify this)
- you have been accepted into a nursing home or home for special care.

For more information on how to legally break your lease early and move out if these circumstances apply to you, see the **'Leases' chapter**.

LANDLORD'S RULES

A landlord can put their own rules into a lease as long as the rules don't conflict with the Act. The landlord's rules must be "reasonable."

A rule is "reasonable" if:

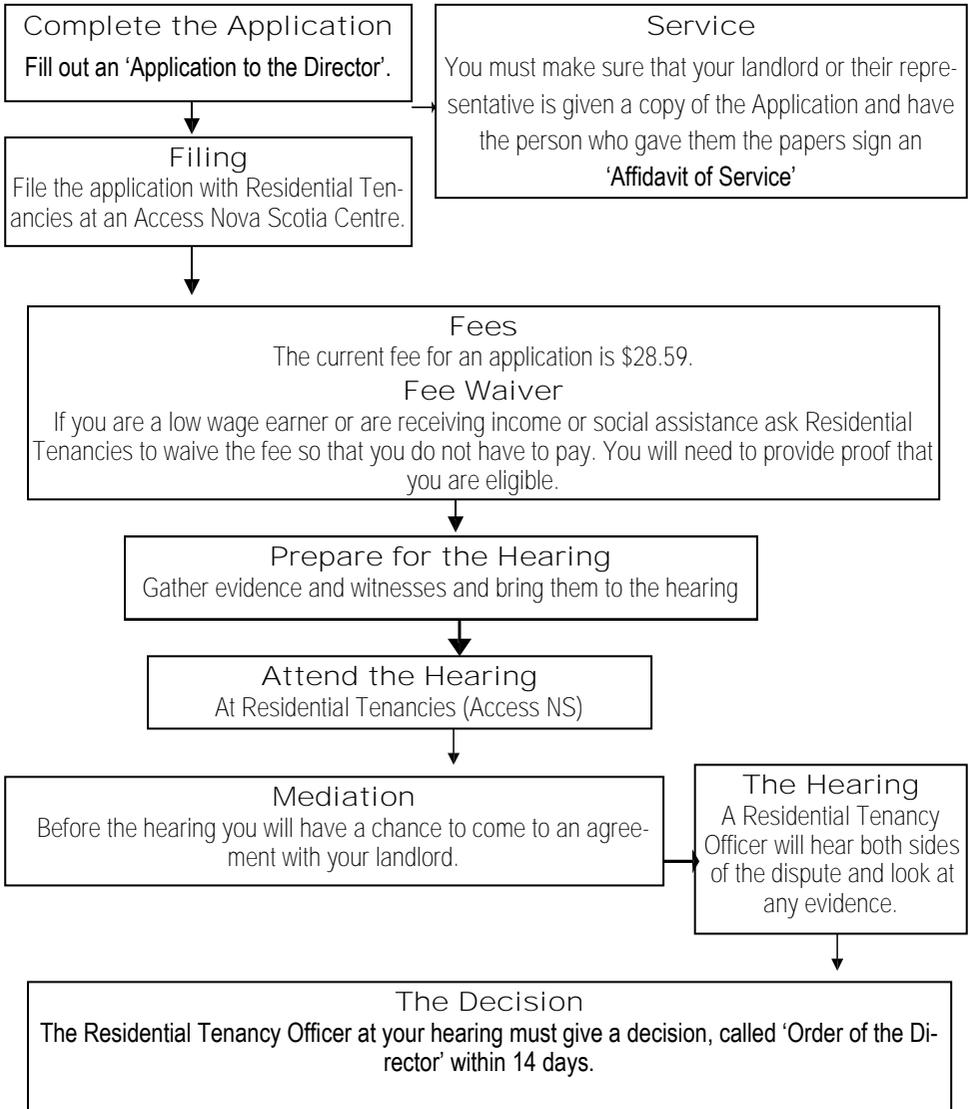
- It ensures that services are fairly distributed to all tenants
- It promotes the safety, comfort, and well-being of all tenants
- **It protects the landlord's property from abuse**

For instance, a rule that says that tenants must not park except in a designated parking spot would be reasonable.

THE LEGAL PROCESS:

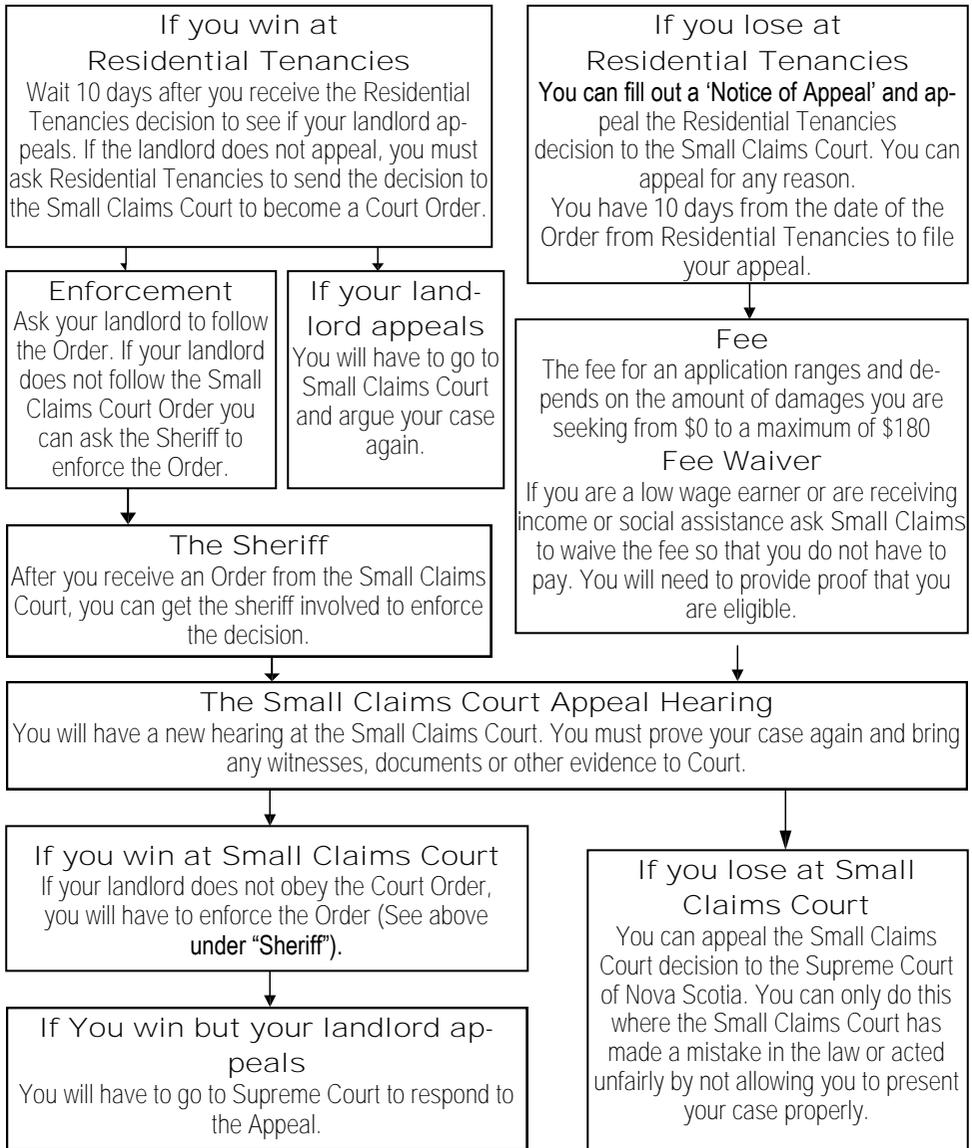
If you cannot work through a problem with a landlord, there are ways to address the problem through legal means. You can file an Application with Residential Tenancies to resolve conflicts with your landlord.

There are two steps in the legal process. The first step is an Application to the Director of *Residential Tenancies*. The second step, if either you or your



landlord is unhappy with the result at Residential Tenancies, is to appeal to *Small Claims Court*.

At both steps – Residential Tenancies and Small Claims Court – you will be required to prove your case, or disprove the landlord's case. This process can take some time and may have some fees, but it is an option for people to address injustices through **the legal system**. **If this process doesn't work or is not practical for you, see the section on Tenant Organizing in this Guide.**



RESIDENTIAL TENANCIES: THE APPLICATION:

You can get the Application to Director form online at <http://www.gov.ns.ca/snsmr/access/land/residential-tenancies.asp> or call 1-800-670-4357. You can also ask for the forms at an Access Nova Scotia centre.



Make sure you fill out each section that applies.

For example, if you are applying to get a security deposit back, check off 'return of security deposit' or 'repairs.' Briefly explain on the application the reasons why you think that you should get what you are asking for. If you want to go into more detail, attach another sheet.

Include a description of what you want

Here are some examples, of things you might want Residential Tenancies or the Small Claims Court to order your landlord to do:

- make necessary repairs (depending on the circumstances, the Residential Tenancies Officer can order either you or your landlord to pay the reasonable cost of the repairs);
- pay compensation for any financial losses that you have suffered because of a breach of the lease or the Statutory Conditions;
- return your security deposit (for example, if your landlord is refusing to return your security deposit because you caused damage to the rental unit, **the Residential Tenancy Officer will decide if the landlord's decision is reasonable or if he or she has to give the security deposit back to you**);
- allow you to pay your rent to Residential Tenancies (instead of to your landlord) until your landlord fixes the issue (for example, if your landlord has not carried out needed repairs, you may be able to pay your rent to Residential Tenancies until the landlord takes care of the repairs; Residential Tenancies will only give the rent to your landlord once the repairs are completed);
- comply with a mediated settlement or agreement;
- pay the amount of the application fee (for example, if you file the **'Application to Director'** and you win your case, the Residential Tenancy Officer may (but does not have to) order your landlord to pay you back the \$28.59 you spent to file the Application);
- **set aside a 'Notice to Quit'** (for example, in a situation where your landlord is evicting you because he or she says you are behind on your rent, if the Residential Tenancy Officer agrees with you that you are not behind on your rent, **the 'Notice to Quit' might be set aside and you would not have to move out**).



FILING:

Complete the 'Application to Director' and file it with Residential Tenancies. You must file the application in person at an Access Nova Scotia location. You will be given a hearing date when you file.

There is a \$28.59 fee. If you receive guaranteed income supplement, income or social assistance or are low waged you do not have to pay the fee. Make sure to bring proof of income to show that you do not have to pay the fee.

SERVICE:

You have to give your landlord a copy of the 'Application to Director' and you must be able to prove that you gave it to your landlord. This is called 'service of the document.' You can do it in person or by registered mail. Serving your landlord in person is referred to as 'personal service'. If you do it in person and your landlord refuses to take it, you can drop it at your landlord's feet and that is considered proper service.

If you serve in person, you must fill out an 'Affidavit of Service.' The 'Affidavit of Service' is a form that you need to sign to swear that you served. The 'Affidavit of Service' will be your proof that you gave a copy of the 'Application to Director' to your landlord. You will get a copy of the 'Affidavit of Service' when you file your 'Application to Director' at Access Nova Scotia. You must then return the 'Affidavit of Service' to Access Nova Scotia to prove that you have served your landlord. Your signature on the 'Affidavit of Service' must be witnessed by someone who is a Commissioner of Oaths. The staff at Access Nova Scotia are Commissioners of Oaths, so they can sign it for you when you bring it back to them. You must serve your landlord and deliver the 'Affidavit of Service' to the Access Nova Scotia Centre where you filed. This is so the Residential Tenancy Officer knows that everyone has been made aware that there is a hearing.

If you try to serve your landlord but are unsuccessful, you can request '**Substituted Service.**' Call the Residential Tenancy Officer listed on your application to do this.



PREPARE FOR THE HEARING:

Gather all evidence including pictures, papers, receipts, letters, and any other documentation that relates to your problem with your landlord. Make sure you have three copies of all the evidence (one copy each for you, your landlord, and the Residential Tenancy Officer). Every piece of information you have may help you at your hearing. For example, pictures, examples such as dead bugs or mould in plastic bags, or dates and times of conversations with your landlord would be very helpful.

Witnesses If there are any witnesses that would help your case, ask them to attend the hearing with you. Witnesses can include people who saw something happen, or people who have knowledge that will help you. For example, if your landlord is accusing you of disturbing your neighbours, it might be helpful for you to be able to bring a neighbour who can say that you behave properly. You can ask anyone who would support your case.

Get organized Before you go to the hearing, write out the main points that you want to make in the order that they happened.

Interpreter **If you aren't fluent in English you can bring an interpreter.** Residential Tenancies should provide sign language and other language interpreters. Make sure you let them know in advance that you need this.

ATTENDING THE HEARING:

The hearing is in an informal setting. It is not a courtroom. You will sit around a **table with your landlord or the landlord's representative and the Residential Tenancy Officer.** You do not need a lawyer.

MEDIATION:

Before the hearing starts, the Residential Tenancy Officer will try help you and your **landlord come to an agreement. This is formally called 'Mediation' because the Residential Tenancy Officer is trying to mediate between you and your landlord.** If **mediation doesn't work, you will have a hearing. There is no change in room or Tenancy Officer.** The Officer will announce that mediation has ended and you are now having a hearing.

If you and your landlord come to an agreement during mediation (sometimes called a **'mediated settlement'**), **you do not need to have a hearing. The Residential Tenancy Officer will write down the terms of the agreement and both you and your landlord will have to sign it.** You will be legally bound to what you agree to. You cannot appeal a decision that you agreed to during mediation.

THE HEARING:

During the hearing, it will be up to you to prove your case.

If the landlord filed the application, the landlord should present their evidence first. **Listen carefully to what your landlord presents. Don't interrupt.** You will have a chance to question what your landlord says and present what happened from your point of view after your landlord speaks. Stay calm, even if your landlord is lying or saying things to make you angry. Your behaviour during the hearing can influence the Residential Tenancy Officer's decision.

After your landlord speaks, you can ask your landlord questions.

Ask questions about anything that you didn't understand or ask questions that point out any contradictions or weak points in your landlord's story. After you ask questions, you present your evidence and tell your side of the story. Show the Tenancy officer and your landlord any evidence that you have. Make sure to point out what rights your landlord is violating.

If you filed the application, the order will be reversed: you will tell your side of the story first and your landlord will speak second.

THE DECISION:

The Residential Tenancy Officer will issue a written decision called the 'Order of the Director' within 14 days of the hearing. If you are successful, you can take steps to enforce the decision. If you are unsuccessful, you can appeal the decision.

Residential Tenancies or Small Claims Court may order:

- your or your landlord to comply with any condition;
- your landlord to make necessary repairs (depending on the circumstances, the Residential Tenancies Officer can order either you or your landlord to pay the reasonable cost of the repairs);
- you or the landlord to pay compensation for any financial losses that have been suffered because of a breach of the lease or the Statutory Conditions;
- evict you by setting a date for the end of your tenancy;
- your landlord to return or keep your security deposit (for example, if your landlord is refusing to return your security deposit because you caused damage to the rental unit, the Residential Tenancy Officer will decide if **the landlord's decision is reasonable or if he or she has to give the security deposit back to you**);



- you have to pay your rent to Residential Tenancies (instead of to your landlord) until your landlord fixes the issue (for example, if your landlord has not carried out needed repairs, you may be able to pay your rent to Residential Tenancies until the landlord takes care of the repairs; Residential Tenancies will only give the rent to your landlord once the repairs are completed);
- you or your landlord to pay money;
- you or your landlord to comply with a mediated settlement or agreement;
- you or your landlord to pay the amount of the application fee to the person who lost (for example, if you file the 'Application to Director' and you win your case, the Residential Tenancy Officer may (but does not have to) order your landlord to pay you back the \$28.59 you spent to file the Application);
- **set aside a 'Notice to Quit'** (for example, in a situation where your landlord is evicting you because he or she says you are behind on your rent, if the Residential Tenancy Officer agrees with you that you are not behind on your rent, the 'Notice to Quit' might be set aside and you would not have to move out).

IF YOU ARE SUCCESSFUL:

Your landlord has 10 days to decide whether or not to appeal. If your landlord does

not appeal the decision within 10 days, you can enforce the decision. If your landlord appeals you must go to another hearing in Small Claims Court. This is a brand new hearing where both you and your landlord can bring up new evidence.

ENFORCEMENT:

Contact your landlord **and ask that your landlord follow the Director's Order.**

If your landlord does not follow the order, you must request that the Order of the Director be made into an Order of the Small Claims Court in order to enforce it. Write or email the Residential Tenancy Officer who conducted your hearing to ask for this: It is free.

The Small Claims Court will then mail you forms to fill out and mail back to them or you can go in person. You will have to decide what enforcement actions are necessary. You can request:

Execution Order:

Allows the sheriff to take money from your landlord's wages, bank account, or other finances. The sheriff can also seize some of your landlord's belongings and sell them.

Certificate of Judgment:

Creates what is called a 'lien on the property' of the landlord. The property cannot normally be sold or mortgaged until the judgment is paid.

Recovery Order:

Allows the sheriff to get any property of yours that the landlord may be holding.

THE SHERIFF:

Once you receive one of these forms you must file it at the Personal Property Registry and then take the forms to the sheriff. You will have to pay fees for both of these services and those fees will be added on to what your landlord owes you. You may be able to get a waiver for the fee with the sheriff. Call the Court Administration Services at 424-6900 about waiver of fees.

IF YOU ARE NOT SUCCESSFUL:

If you did not win your hearing at Residential Tenancies, you decide to accept the Order (for example, pay the landlord money you have been ordered to pay) or file for an appeal in Small Claims Court. If you are going to appeal the Residential Tenancy **Officer's decision, you MUST file the appeal within 10 days of the date the Director's Order.**

SMALL CLAIMS COURT APPEAL:

You have 10 days to appeal the decision to the Small Claims Court. You must complete a **'Notice of Appeal' form and explain why you are appealing the decision.** You can appeal the decision for any reason. You must also serve the appeal notice to your landlord and to Residential Tenancies.

FEES as of January 2013

\$30.30 if the claim is less than \$2000

\$91.47 if the claim is between \$2000-\$4999 or for evictions (also called 'vacant possession')

\$182.94 if the claim is more than \$5000

THE APPEAL HEARING:

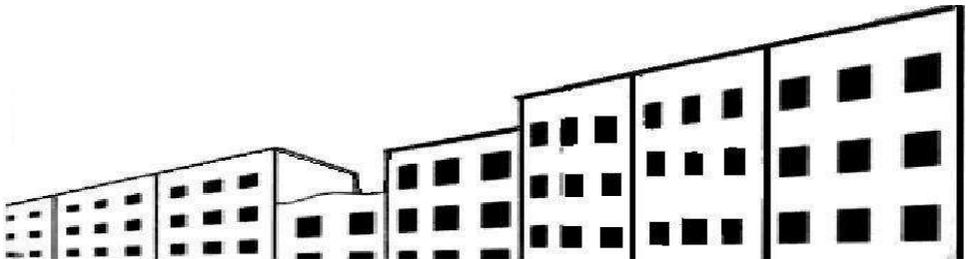
You will have a hearing at the Small Claims Court. This is a brand new hearing and you and your landlord MUST present your evidence (see preparing for hearing above).

MAKING SURE A WITNESS ATTENDS YOUR HEARING

If a witness is important to your case, such as a building inspector who came to your apartment and took pictures of the condition of the rental unit, you can serve them with a *subpoena* to make sure that they attend the hearing. Ask for a copy of a subpoena at the Small Claims Court office. On the back of the subpoena is an Affidavit of Service. The person who gave the subpoena to the witness should sign the Affidavit of Service and you should bring both of those papers with you to the Small Claims Court hearing. If the witness does not attend, and you have proof that you gave them a subpoena, you can ask the Small Claims Court to postpone or adjourn your hearing until the witness can be there. Ask the Court for help to enforce the subpoena and require the witness to come to the date of the postponed hearing.

IF YOU WIN THE APPEAL:

Your landlord must obey the decision of the Small Claims Court. If your landlord



does not follow the decision you will have to enforce the decision. [See section on Enforcement.]

IF YOU LOSE THE APPEAL:

You can choose to follow the order, let the landlord enforce the order, or appeal the Small Claims Court decision at the Supreme Court of Nova Scotia. You can only appeal to the Supreme Court for the following three reasons:

Jurisdiction: If the Small Claims Court decided an issue or dispute that it has no authority over. For example, the Small Claims Court does not have jurisdiction over criminal matters. If you and your landlord are arguing about a physical fight you had, then the Small Claims Court would not have jurisdiction to hear the case or to make a decision.

Error of law: If the Small Claims Court made a mistake about the law. For example, if the Small Claims Court judge said that you could be evicted if your rent is late by 3 days, this would be an error of law. The law is that your landlord can only take steps to evict you if your rent is late by 15 days (in a monthly or yearly lease) or 7 days (in a weekly lease). You would have the right to appeal the decision to the Supreme Court of Nova Scotia.

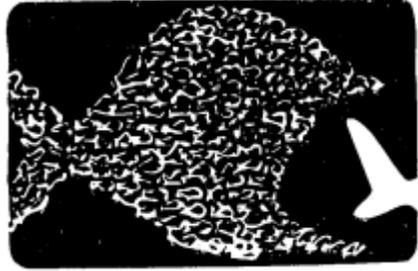
Failure to act fairly: If the hearing was not conducted fairly. For example if the proper procedure was not followed in Court or the judge was biased. One example of the proper procedure not being followed is if you are not given the chance to tell the court your side of the story.

It is a good idea to get legal help to appeal to the Supreme Court of Nova Scotia. You can contact Nova Scotia Legal Aid, Dalhousie Legal Aid Service, or one of the other legal resources found at the back of this Guide for assistance.



TENANT ORGANIZING:

WHY ORGANIZE:



Sometimes the law or the formal system is not adequate enough to address and **protect tenants' rights to decent housing at affordable prices.** When these routes fail to solve the problem, it is important for tenants to organize together to use their collective political, economic and social power.

In Nova Scotia, the Act, as well as Residential Tenancies, tends to favour landlords or those with more power. Landlords are able to increase rents as high as they would like and spend very little on maintenance. The lack of government funding for affordable housing and an economic market that favours landlord profit will result in more expensive housing, poor conditions of existing housing a power imbalance in favour of landlords.

If tenants organize and collectively fight for their rights they will be protected from the inequities of the current laws and have better housing. There are many tenant organizations across the country that have been successful in fighting for better conditions including rent decreases, fighting evictions, and improving physical conditions. Some of the groups are:

1. Advocacy Center for Tenants Ontario (ACTO) <http://www.acto.ca/>
2. BC Tenants Resource and Advocacy Center <http://www.tenants.bc.ca>
3. Centre for Equality Rights in Accommodations (CERA) equalityrights.org
4. Pivot Legal Services (B.C.) pivotlegal.org
5. Povnet (National Organization) povnet.org

POSSIBLE TENANT ACTIONS:

Organizing and Defining the issue:

To get people organized it is important to first discuss the issues and to document all the problems and complaints from as many tenants as possible. Look for other tenants that are in similar circumstances. If you live in an apartment building, many of the other tenants are probably having similar experiences. If there are no other tenants with the same landlord as you, find other tenants in your neighbourhood that have similar problems and help each other to confront your landlords. Strength comes in numbers in this situation, so it is important to include as many tenants as possible.

If you start a tenant's group you can ask organizations, like non-profit groups or churches, in your community to support your work. This would be useful for resources like photocopying, meeting space, or fax machines.

It is also important to research and understand the possible consequences of any sort of organized action and ensure that all involved are able to participate in whatever capacity they can.

TACTICS:

Letters:

Write a letter or have an outside organization write a letter to your landlord that details exactly what the landlord is doing and why it is illegal. This will let the landlord know that you know your rights and are prepared to fight and get other people to fight for them. If the landlord thinks that **they can't get away with whatever** they are doing, they will probably shape up. Make sure to include your address, what the problem is, the date that you want the problem fixed by, and what action you will take if the problem is not fixed by that date. See Maintenance, Repairs, & Services, pg# 24, for a sample letter. This letter can be changed to address any problem, not only repairs.



Petition:

The simplest way to show that tenants are organized and taking things seriously is to present the landlord with a signed petition of all the problems and demands on how the problems can be improved. This type of list can also be presented to Residential Tenancies for any matter or to the HRM by-law inspectors to enforce that the landlord does repairs and elected officials such as the mayor or minister responsible for residential tenancies.

Pickets and Demonstrations:

If your landlord does not fix the problem, you may have to take action that directly affects your landlord. Pickets and demonstrations are good ways to let a lot of people know what your landlord is doing. If you picket at their home or workplace, all of your landlord's co-workers and neighbours will know what a lousy landlord you have. This would put pressure on your landlord to do what they are responsible to do because your landlord **probably doesn't want to lose** the respect of neighbours and co-workers or want to deal with the hassle that comes with a group of angry tenants!

Media:

Calling the media to publicize your fight with a landlord who is not obeying the law will get you a lot of support and may be one of the quickest ways to get a landlord to stop violating your rights. You can get the media involved for an event or simply if the housing conditions at your home are exceptionally poor. Media might be interested in a demonstration or picket or any visual display of resistance. Send a press release and call your local newspaper and news station. The press release should be simple, accurate and brief. On the top of the page write: FOR IMMEDIATE RELEASE or PRESS RELEASE, the headline of the event, and the date. Then give a brief description of what you want a reporter to cover. Include who, what, where, when, why, and how. Make sure to do a follow-up call after you send out the press release. Editors see hundreds of press releases and you want to make sure that yours is memorable.



Sample Press Release

FOR IMMEDIATE RELEASE:

TENANTS PICKET LANDLORD'S HOME IN ORDER TO GET REPAIRS DONE
TUES. JANUARY 8, 2014

What: Tenants picket landlord's home

Why: To demand repairs!

Who: Any Street Tenants Association

Where: 234 Landlord Lane

When: 3pm Tues. January 8, 2014

Tenants at 555 Any Street are fed up with leaking pipes, broken fridges, and poor heating. Tenants will be picketing landlord Larry Slum's home at 234 Landlord Lane. We will be telling his neighbours what kind of landlord he is and demanding that he does the repairs needed. Signs, chants, and the dumping of our rotting food (due to broken fridges) will all take place on his front lawn!

Come out and report on our event! Call 555-1234 for more information.

Sincerely,

Any Street Tenants Association

Flyers and Posters:

For the same reasons the media is effective, flyers and posters will publicize that your landlord is violating your rights. Tell other tenants what your landlord is doing. Put up posters with the landlords name, pictures, and a description about what is **happening (but don't lie or call your landlord bad names -you could be sued for 'libel' for publicizing a lie about someone.)**

No landlord wants to see their reputation ruined. This will put a lot of pressure on your landlord to do what they are supposed to do and provide helpful information to others who are thinking about renting from your landlord.

Pressure the Government:

There are many things in the Act, such as unlimited rental increases, that clearly favour landlords and are extremely detrimental to tenants. This inequality will continue

until there is significant pressure on the government to change their policies. The Ministry in charge of Residential Tenancies and the Act is Service Nova Scotia and Municipal Relations.

You can contact the Minister of Service Nova Scotia and Municipal Relations:

Visit them at: Maritime Centre, 14th Floor, 1505 Barrington Street, Halifax. Call, write letters, send a delegation of tenants, have a creative action! If you are a tenant in a manufactured/mobile home, ask to be made a member of the manufactured home tenancies Committee.

If your landlord persists in violating the rights of tenants, ask the Minister to take action to prosecute your landlord under the Act.

RENT STRIKE!!

You can apply to Residential Tenancies to ask that instead of paying rent to the landlord, you pay your rent in trust to Residential Tenancies until your application is heard or your landlord responds to the problem. This may be a bit of a hassle, **but it would be well worth it in getting your landlord's attention. Losing rent money** may makes them really get their act together-and FAST!

Notes on Tenant Organizing:

Organizing with other tenants can be a very powerful tool, but tenants also must be cautious about what actions they take. Starting with polite interactions and letters is the best way to feel out the situation and resolve a problem with as little confrontation as possible. **But sometimes this doesn't work and tenants must take other** actions to demand that their rights are respected. Landlords may react against this and make things more difficult or attempt to evict some tenants. Eviction for this **reason is called 'retaliatory action' and can be fought at Residential Tenancies.** Every case is different and tenants should be aware of the consequences, but this should not prevent tenants from taking any action at all. When we are silent because of fear and intimidation, that is when we really have been defeated, but when we stand together to reclaim our power over our housing we will gain strength and live safely, comfortably, and free from harassment.

Some landlords are harder to fight than others and these strategies might not work for everything. You may need to try more than one action. Be creative! Talk with other tenants about the most effective way to pressure your landlord to respond to your issue. Remember: there are so many of us and so few of them!



DEFINITIONS

Adjourn – To postpone a hearing to a later date or time.

Affidavit – A sworn statement; for instance when a person states that the statement is correct and signs in the presence of a commissioner of oaths.

Anniversary Date - the date that you entered into the lease agreement which stays the same for each year after that, regardless if you have a weekly, monthly or yearly lease.

Applicant - The person who is filing the application.

Application to Director – The form that you fill out to file a claim with Residential Tenancies.

Assign/Assignment - When a tenant, with the consent of the landlord, gives all the obligations and rights in a lease to another person and gives away their right to the rental unit. The original tenant has no further obligations to the landlord.

Arrears - Rent or other money that is overdue.

Claim - The process of demanding something of another person.

Co-signer - A joint signer to a contract/lease.

Court Order - A court document, signed by a Judge. The sheriff is responsible to carry out the Order.

Deemed - to treat something as if it is true, or it happened.

Director - The head of Residential Tenancies. Residential Tenancies Officers can act in the place of the Director.

Director's Order - The written decision of the hearing.

Evidence - Information provided to support something a landlord or tenant has said at the hearing. Evidence may include what a person says at the hearing, their written statements, letters, reports, photographs, materials from the unit, video tapes, bills or invoices and receipts.

Fixed-term Lease - A fixed-term lease is a leasing agreement with a specified beginning and ending date. Example: January 1, 2012 to August 31, 2012.

Hearing - A meeting where the applicant and respondent have the opportunity to present all their information to an independent third party such as a Residential Tenancies Officer or Small Claims Court for a decision.

Landlord - A person who agrees to allow another person to live in the residential **premise. This can include a landlord's representative such as a building superintendent.**

Lease - A written contract signed in regards to the renting of a property.

Notice to Quit - A written document or letter given by the landlord or the tenant to end a tenancy.

Order - a decision by the Director of Residential Tenancies or the Small Claims Court regarding an application under the Act.

Public Housing - A program offered to tenants of low or modest income funded by the Government of Canada, the Province or Municipality or any of their agencies.

Reasonable Rule - A rule that is equally applied to all the tenants in the residential **premises. A rule is “reasonable” if: it ensures that services are fairly distributed to all tenants; promotes safety, comfort, and well-being of all tenants; or protects the landlord’s property from abuse. These rules must be given to the tenant before the tenant signs the lease.**

Rent - Money or other value provided in exchange for the consent to occupy a premise.

Rental Unit /Residential Premise - A house, apartment, room, manufactured or mobile home, mobile home park, manufactured or mobile home space that is or could be occupied by a person as a residence.

Residential Tenancy Officer - A person who is appointed under the *Residential Tenancies Act* to mediate or carry out a hearing on behalf of the Director of Residential Tenancies.

Respondent - The person against whom an application is filed.

Security of Tenure -Tenants, with the exception of tenants with fixed-term leases, cannot be evicted unless the landlord provides a reason that is legally justified.

Sublet - When a tenant, with the consent of the landlord, gives all their obligations and rights of the lease to another person, for a period of time, during the course of the rental agreement. The original tenant is still responsible to the landlord for the lease until the end of the rental agreement.

Security Deposit - Money paid to the landlord by the tenant in addition to rent, not in **excess of half the first month’s rent.**

Statutory Conditions - Rules that all landlords and tenants must follow no matter what as defined by the Act.

Terminating a Tenancy - This refers to the process whereby a tenant or a landlord **ends the tenant’s stay in a rental unit.**

Tenant - A person who occupies or agrees to occupy a rental unit.

Vacant Possession - Another word for eviction, or removal of a tenant from a rental unit. What the landlord is seeking during eviction or at the termination of a lease.

Wear and Tear - The usual degree of deterioration or usage caused by living in a residential premise. An example would be fading or discolouration of a carpet.

RESOURCES:

Residential Tenancies Access Nova Scotia

Tel: (902) 424-5200

1-800-670-4357 (toll free in North America)

TTY: 1-877-404-0867

Web: <http://www.gov.ns.ca/snsmr/access/land/residential-tenancies.asp>

Access Nova Scotia Offices in HRM:

Halifax: 300 Horseshoe Lake Drive, Bayers Lake Business Park

Dartmouth: 250 Baker Drive, Suite 134, Russell Lake West

Lower Sackville: 486 Sackville Drive

Dalhousie Legal Aid Service

Representation and information for people with low income.

Tel: (902) 423-8105

2209 Gottingen Street, Halifax

Tenant Rights Project (Dalhousie Legal Aid Service)

One-on-one legal information over the phone. Leave a message and a tenant rights volunteer will call back within two business days

Tel: (902) 423-8105

Web: <http://tenantrights.legalaid.dal.ca/>

Halifax Regional Municipality

General Questions / By-law Inspectors 8:30am– 4:30pm

Tel: (902) 490-4000 or 1-800-835-6428 (toll free in NS)

TTY: (902) 490-6645



Legal Information Society of Nova Scotia

Legal information line

Tel: (902) 455-3135

1-800-665-9779 (toll free in NS)

Email: questions@legalinfo.org

Dial-A-Law

Recorded information on your rights

Tel: (902) 420-1888

Nova Scotia Human Rights Commission - Halifax

Tel: (902) 424-4111 or 1-877-269-7699 (toll free in NS)

TTY: (902) 424-3139

Email: hrcinquiries@gov.ns.ca

Nova Scotia Legal Aid

Representation and summary advice for people with low income. There are 19 locations throughout the province.

Main office (Halifax)

Tel: 902-420-3450 or 1-866-420-3450 (toll free)

Web: <http://www.nslegalaid.ca/>

Small Claims Court (HRM)

Tel: (902) 424-8722

5250 Spring Garden Road, Halifax

Web: http://www.courts.ns.ca/smallclaims/index_claims.htm

Sheriff's Office (Halifax)

Tel: (902) 424-8212

1815 Upper Water St., Halifax

Dalhousie Legal Aid Service
2004, Revised 2013

