



# Residential Tenancies Guides

## Renting: A Guide for Tenants

**This document is intended as an information guide only. For specific information, refer to the *Residential Tenancies Act* and relevant regulations at [www.novascotia.ca/rta](http://www.novascotia.ca/rta). You may also wish to seek legal advice for your specific circumstance.**

Nova Scotia has over 100,000 rental units. If you are a tenant, reading this guide can help you have a positive renting experience.

## **Choosing an Apartment**

Know what you are looking for in a rental space before choosing a place to live:

- Location is important. Can you walk to work or school? Are bus routes nearby?
- Do you have friends or family in the neighbourhood?
- Decide how much you are willing to pay each month for rent, utilities, and other living expenses.
- Research the landlord by talking to current tenants. Are people happy living in the building?
- Make sure you view the unit before renting it.

Landlords cannot charge an application fee to be considered a tenant for a rental unit. Letting your landlord know that you are aware of your rights may help you address this issue. Any money taken by a landlord before the lease has been signed or before rent is due is considered a security deposit.

## **Inspecting the Premises**

If you are ready to sign a lease, carefully inspect the premises with the landlord. Check out the condition of the flooring, the walls, the kitchen and bathroom counters, and everything else in the unit. Make a written note of any damage and have the landlord sign the document. You can use our Rental Unit Condition Report to help you make the inspection, which can be found on our website under the Forms section. If any damage goes unnoticed, the landlord may assume you are responsible and use your security deposit to repair it.

## **Tenants' Insurance**

The contents of your rented house or apartment are important and valuable, and protecting those items with insurance is something all renters should consider. If not, you could lose everything in the event of theft or damage. Landlords may request that tenants have insurance to cover their personal belongings and personal damage.

They can do this by including it in their 'landlord's rules'.

Renters' or tenants' insurance generally covers personal property such as furniture, clothing, sports equipment, sound system, musical instruments, camera, computer, etc. Insurance can also cover your legal liability if you accidentally cause damage to the rental unit, for example, by fire, explosion, or smoke. All of these things will depend on your particular type of insurance plan.

For more information and rates, speak with an insurance agent or broker, or visit the Insurance Bureau of Canada's website at [www.ibc.ca](http://www.ibc.ca).

## Signing a Lease

A lease is a contract between a landlord and a tenant(s). A standard form of lease has been created for Nova Scotia. Even if you do not sign a standard form of lease, the law says you still have all of the rights and responsibilities as if you had signed one. Your lease also defaults to a month-to-month tenancy. Copies of the standard form of lease can be found in the *Residential Tenancies Regulations*, at any Access Nova Scotia Centre, or on our website under the Forms section.

Every lease should state:

- the start date of the lease
- contact information for your landlord or their agent
- a description of the rental space
- the total rent cost per month
- appliances, utilities, and services included in the rent
- the amount of any security deposit
- requirements for ending the lease

A lease begins when one of the following three things occur:

1. On the day the tenant has access to the rental unit;
2. On the day the tenant and landlord have agreed the tenant has the right to occupy the rental unit, with the promise of rent paid; or
3. On the day the tenant has occupied the rental unit and has paid or agreed to pay rent to the landlord.

Your landlord must give you a signed copy of your lease agreement along with a copy of the *Residential Tenancies Act* within 10 days of signing the lease or moving into your rental unit. If there is no signed copy or paper copy of a lease, the lease will automatically default to a month-to-month tenancy, and both tenants and landlords still have all the rights and responsibilities under the *Residential Tenancies Act*. Your tenancy continues until either you or your landlord gives a proper notice to quit.

The minimum requirements for a standard lease are set out in the *Residential Tenancies Act*, which is available on our website.

## **The Security “Damage” Deposit**

This type of payment gives the landlord protection against any unpaid rent or damage to the space during the tenancy. It can total no more than half the cost of 1 month’s rent. At the end of the tenancy, if there are no problems and all payments have been made to the landlord as required, the landlord must return your security deposit within 10 days.

## **Terminating a Tenancy (Notice to Quit)**

All leases, except fixed-term leases, automatically renew for the same period unless a proper Notice to Quit is given. A Notice to Quit is the advance notice required to end a lease. The time involved depends on the type of lease, who is submitting the notice, and the reason for the notice.

- Most leases run year-to-year. For a year-to-year lease, you must submit your notice to quit in writing to your landlord at least 3 months before the lease anniversary date.
- If you are in a month-to-month lease, you must give 1 month written notice to end the lease.
- For land-lease communities (mobile home parks), tenants are required to give 1 month’s written notice.

## **Landlord Can Terminate Your Tenancy if...**

Landlords are not able to terminate your tenancy without cause – meaning they must have a reason to terminate your tenancy. The following are some reasons why a landlord can terminate a tenancy:

- Rental arrears of 15 days or more
- Bad behaviour (not meeting terms of lease, noise, etc.)
- Condition of unit (damage or lack of cleanliness)

- Unauthorized sublet or assignment (subletter may be given notice)
- Not following municipal bylaws for manufactured homes

Your landlord may make an Application for Dispute Resolution to give notice for other reasons, or if you do not leave after 15 days.

### **Termination for Safety Risk**

If a tenant poses a risk to the safety or security of the landlord or other tenants in the same building, the tenant may be given a 5 day notice to quit.

### **Notice of Rent Increase**

In a year-to-year or month-to-month tenancy, a landlord wishing to increase the rent must give the tenant a notice in writing that states the amount and the effective date of the increase. This notice must be given at least 4 months before the anniversary date of the lease. Rent can only be increased once in a 12 month period.

### **Subletting**

Subletting a lease means you can move out and someone else can move in. To do this, you must get permission from your landlord. Landlords cannot unreasonably deny you the right to sublet, but there may be a fee to sublet. The new tenant must follow the same rules that you did and pay the rent required for the rest of the lease. Usually, you pay your rent to the landlord and then collect rent from the new tenant. If you sublet, you remain responsible to the landlord for the terms of the lease. Sometimes a landlord will agree to accept the new tenant as their own tenant and release you from your lease.

### **If There Is a Problem**

If you have a conflict with your landlord, you should try to work together to find a solution. Review your lease and the *Residential Tenancies Act* to see if the answer to your conflict is there. If you cannot resolve the dispute on your own, you can get help from the Residential Tenancies Program. For more information on the dispute resolution process, please see the "Exploring your Options" guide on our website under the Guides section.

## Renting Q & A's

### **How do I get a copy of the *Residential Tenancies Act*?**

This legislation describes the rights and responsibilities of landlords and tenants. Free copies are available from any Access Nova Scotia Centre or on our website.

### **What is a lease?**

A lease is a written contract between a landlord and a tenant. It describes the terms under which property is rented. If you do not have a written lease, there is still a contract between the tenant and landlord. The tenancy automatically defaults to a month-to-month tenancy, and both the tenant and the landlord are responsible for the rules outlined in the *Residential Tenancies Act* and *Regulations*.

### **Does the landlord need to know the names of all people living in the premises?**

Yes. The landlord must approve every occupant, and their names must be included on the lease.

### **Can a landlord make rules for the premises?**

Yes. The rules must be reasonable and applied equally to all tenants. They must be given to the tenant before the lease is signed or renewed.

### **What happens at the end of a tenancy period?**

A lease is automatically renewed for the same period as the original lease. A fixed-term lease concludes on the end date identified on the lease.

### **Does a tenant still have to pay rent even if they receive a notice to quit?**

Yes. Rent must be paid until the end of the tenancy.

### **Can a tenant change a year-to-year lease to a month-to-month lease?**

Yes. The tenant must give a three-month written notice, effective the anniversary date of the lease, to request the lease be converted to a month-to-month tenancy. Landlords cannot unreasonably deny this request.

### **Can a tenancy be terminated during the winter?**

Yes.

### **How can I ensure I get my security deposit back?**

Tenants and landlords should inspect the premises at the beginning and end of the tenancy. Filling out a Rental Unit Condition Report at the beginning of the tenancy can also help. Tenants should also treat the premises with care to avoid unnecessary damage to walls, floors, fixtures, etc., and pay their rent on time.

**Does the landlord have to maintain the property?**

Yes. The premises must be maintained in a good state of repair and fit for habitation.

**Is the tenant responsible for repairing ordinary wear and tear?**

No. Tenants are responsible for repair of damage caused by negligence, misuse, or the actions of their guests.

**Can a landlord turn off the heat?**

No. Any removal of services included in the rent is considered a rent increase and is subject to advance notification before the anniversary date.

**Can a tenant withhold rent for any reason?**

No.

**Is the tenant responsible for insurance on personal belongings?**

Yes. Landlords can also request that tenants have insurance. Landlords may include that tenants have insurance as part of the landlord's rules.

**Can tenants keep pets?**

That depends on the landlord and rental unit. Landlords may have rules that allow or prohibit pets.

**Can a landlord enter rented premises?**

Yes. A landlord can enter during an emergency, or with 24-hours written notice of an entry. Landlords can also enter the premises without advance written notice to show the apartment after a notice to quit has been given.

**Can a landlord or tenant change the locks?**

The locks can only be changed if the landlord and all parties to the lease consent. The landlord is always entitled to keys to the premises.

**Can a landlord hold a tenant's personal belongings until rent arrears are paid?**

No.

**Can a tenant leave personal belongings behind?**

When a tenancy ends, tenants must remove all of their belongings. Any goods left behind may be sold by the landlord after 60 days. Money from the sale may be used to cover some of the landlord's costs in dealing with the abandoned goods.

**How much can the rent be increased?**

The amount of any rental increase is up to the landlord, as long as proper notice is given.