

# **Residential Tenancies Act**

CHAPTER 401 OF THE REVISED STATUTES, 1989

*as amended by*

1992, c. 31, ss. 1, 4(b) and (c), 5(1), 8(1) and (2)  
(except s.18(4B) as enacted thereby), 9, 10, 14-16;  
1993, c. 40, ss. 1-7, 8(2)-14; 1994, c. 32; 1997, c. 7;  
2002, c. 10, ss. 23-36; 2002, c. 30, ss. 16-18; 2010, c. 72;  
2011, c. 70; 2012, c. 64

## **and Regulations**



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 (except s.18(4B) as enacted thereby), 9, 10, 14-16;  
 1993, c. 40, ss. 1-7, 8(2)-14; 1994, c. 32; 1997, c. 7;  
 2002, c. 10, ss. 23-36; 2002, c. 30, ss. 16-18; 2010, c. 72;  
 2011, c. 70; 2012, c. 64

**An Act Respecting  
 Residential Tenancies**

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**Short title**

**1** This Act may be cited as the *Residential Tenancies Act*. R.S., c. 401, s. 1.

## PURPOSE

**Purpose**

**1A** The purpose of this Act is to provide landlords and tenants with an efficient and cost-effective means for settling disputes. 1993, c. 40, s. 1.

## INTERPRETATION

**Interpretation**

**2** In this Act,

(a) “anniversary date” means a date on which a lease was first entered into, and refers to the same date in a subsequent year as long as the lease continues, regardless of whether the lease is for a term running week to week, month to month, year to year, or for a fixed term;

(aa) *repealed 2002, c. 10, s. 23.*

(ab) “Director” means the Director of Residential Tenancies designated pursuant to this Act;

(aba) “Director of Victim Services” has the same meaning as in the *Victims’ Rights and Services Act*, but includes a person authorized under Section 10G to exercise the powers and carry out the duties of the Director of Victim Services;

(abb) “domestic violence” has the same meaning as in the *Domestic Violence Intervention Act*;

(ac) “fixed-term lease” means a lease that is entered into for a fixed period of time, which includes the day of commencement and the day of termination stated in the lease;

(b) “landlord” includes a person who is deemed to be a landlord, a lessor, an owner, the person giving or permitting the occupation of premises and his and their heirs and assigns and legal representatives;

(c) “Minister” means the Minister of Service Nova Scotia and Municipal Relations;

(d) “land-lease community” means any lot, piece or parcel of land upon which two or more occupied manufactured homes are located for a period of ten days or more, either free of

charge or for revenue purposes, and includes any building, structure or enclosure used or intended for use as part of the equipment of such land-lease community;

(e) “manufactured home” means any trailer that is

(i) designed for or intended to be equipped with wheels, whether or not it is so equipped, and

(ii) constructed or manufactured to provide a residence for one or more persons,

but does not include a travel trailer or tent trailer otherwise designed;

(f) “manufactured home space” means a plot of ground within a land-lease community designed to accommodate one manufactured home;

(fa) “police agency” has the same meaning as “agency” in the *Police Act*;

(fb) “public housing program” means a rental program offered to tenants of low and modest income by reason of funding provided by the Government of Canada, the Province or a municipality or any agency thereof;

(g) “rent” means money or other value payable in consideration of the right to possess or occupy residential premises;

(h) “residential premises” includes any house, dwelling, apartment, flat, tenement, manufactured home, land-lease community, manufactured home space or other place that is occupied or may be occupied by an individual as a residence or that part of any such place that is or may be occupied by an individual as a residence, but does not include

(i) a university, college or institution of learning, a public hospital, psychiatric hospital or maternity hospital, a municipal home, or a jail, prison or reformatory,

(ii) a maternity home that is licensed under the *Children’s Services Act*,

(iii) a nursing home to which the *Homes for Special Care Act* applies,

(iv) a hotel that is licensed under the *Hotel Regulations Act*,

(v) a residential care facility licensed under the *Homes for Special Care Act*, or

(vi) any other class of premises prescribed by regulation;

(i) “residential tenancy officer” means a residential tenancy officer appointed under this Act;

(ia) “Small Claims Court” means the Small Claims Court of Nova Scotia;

(j) “tenant” includes an individual who is deemed to be a tenant and an individual who is a lessee, occupant, subtenant, under-tenant, and his or their assigns and legal representatives;

(ja) “victim” has the same meaning as in the *Domestic Violence Intervention Act*;

(k) “wear and tear” means the usual degree of depreciation or deterioration caused by living in a residential premise, relative to the duration of the lease. R.S., c. 401, s. 2; 1992, c. 31, s. 1; 1993, c. 40, s. 2; 2002, c. 30, s. 23; 2010, c. 72, ss. 1, 22; 2012, c. 64, s. 1.

## LANDLORD AND TENANT

### Application of Act

**3** (1) Notwithstanding any agreement, declaration, waiver or statement to the contrary, this Act applies when the relation of landlord and tenant exists between a person and an individual in respect of residential premises.

(2) For the purposes of subsection (1), the relation of landlord and tenant is deemed to exist in respect of residential premises between an individual and a person when an individual

(a) possesses or occupies residential premises and has paid or agreed to pay rent to the person;

(b) makes an agreement with the person by which the individual is granted the right to possess or occupy residential premises in consideration of the payment of or promise to pay rent;

(c) has possessed or occupied residential premises and has paid or agreed to pay rent to the person. R.S., c. 401, s. 3.

## APPLICATION OF ACTS

### Certain Acts do not apply

**4** When the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise,

(a) the *Overholding Tenants Act*; and

(b) the *Tenancies and Distress for Rent Act*,

do not apply to the landlord or to the tenant or in respect of the residential premises or any goods or chattels on the residential premises. R.S., c. 401, s. 4.

### Disposal of property of tenant

**5** (1) A landlord shall not hold or dispose of a tenant’s personal property except in accordance with an order made pursuant to Section 17 or except as otherwise authorized by law.

(2) Nothing in subsection (1) entitles a tenant to leave personal property in the residential premises after the tenancy has terminated.

(3) Where a tenant leaves personal property in the residential premises after the tenancy has terminated or the tenant has abandoned the residential premises, the landlord shall do an inventory, to be filed with the Director, of the personal property and may at any time after sixty days dispose of the property in the manner determined by regulation and any revenue received from such property shall be paid first, towards rent owed, and second, for any storage costs or damages, with respect to the residential premises and any balance shall be turned over to the Public Trustee. R.S., c. 401, s. 5; 1993, c. 40, s. 3; 1997, c. 7, s. 1; 2002, c. 30, s. 16.

### Free access by tenant

**5A** A landlord shall not bar a tenant from free access to the residential premises during the term of the tenancy. R.S., c. 401, s. 5; 1993, c. 40, s. 3.

## APPLICATION FEE

### Prohibition

**6** (1) No person shall demand, accept or receive, from an individual who may, or applies to, become a tenant of that person, a sum of money or other value in consideration of or respecting the application by the individual to become a tenant of that person.

(2) For the purpose of a proceeding in respect of subsection (1),

(a) a person who contravenes subsection (1) is deemed to be a landlord;

(b) the individual from whom that person demands, accepts or receives a sum of money or other value is deemed to be a tenant; and

(c) a relation of landlord and tenant is deemed to exist between them.

(3) Notwithstanding subsection (1), a landlord may charge a sum not exceeding the amount prescribed by regulation for expenses actually incurred in respect of a sublease or an assignment.

(4) Notwithstanding subsection (3), tenants who are leasing under a public housing program shall not sublet the residential premises. R.S., c. 401, s. 6; 1993, c. 40, s. 4; 2010, c. 72, s. 2.

#### REQUIREMENT FOR LEASE

##### Entitlement to documents and information

7 (1) No landlord shall grant a lease or possession or occupancy of residential premises to a tenant unless the landlord has provided the tenant with a copy or reproduction of this Act without cost within ten days of the earliest of

(a) the date specified in the lease as the start of the tenancy;

(b) the date upon which the tenant signs the lease;

(c) the date upon which keys to the residential premises are delivered to the tenant by the landlord; and

(d) the date upon which the tenant takes possession of the residential premises or occupies those premises.

(1A) For the purpose of subsection (1), where there is more than one tenant occupying residential premises, delivery of the copy or reproduction of this Act by the landlord is compliance with that subsection if it is made to any one of those tenants.

(2) A landlord, with respect to every written tenancy agreement entered into, shall when the tenancy agreement is initially entered into, or if it is entered into before the first day of February, 1985, on the anniversary date thereof, provide the standard form of lease as prescribed by regulation for both the landlord and tenant to sign and a copy signed by

both the landlord and tenant shall be retained by the tenant at the time of the signing or given to the tenant within ten days thereof.

(3) Where a landlord fails to provide a copy or reproduction of this Act in accordance with subsection (1) or a copy of a written lease in accordance with subsection (2), the tenant

(a) at any time before the tenant receives a copy or reproduction of this Act or the written lease from the landlord; or

(b) within one month after the tenant receives a copy or reproduction of this Act or the written lease from the landlord,

may give notice to the landlord that the tenant will quit and deliver up the premises on a specified day within a period of three months from the day the notice is given.

(4) A tenant may apply to the Director for permission to pay the rent in trust to the Director until the landlord provides the tenant with an executed copy of the lease and a copy or reproduction of this Act.

(5) When a landlord provides an executed copy of the lease or a copy or reproduction of this Act, the landlord may request the tenant to execute an acknowledgement that the copies have been received.

(6) The landlord shall provide the tenant in writing with

(a) the landlord's name;

(b) the landlord's address; or

(c) the name and telephone number of a person responsible for the premises.

(7) Tenants who are leasing pursuant to a public housing program shall, with respect to that public housing program,

(a) provide income verification as required; and

(b) continue to meet the qualifications required pursuant to the provisions of that public housing program.

(8) For the purpose of subsection (7), qualifications required pursuant to the provisions of a public housing program means income and family composition and those qualifications shall be attached to the lease. R.S., c. 401, s. 7; 1993, c. 40, s. 5; 1997, c. 7, s. 2; 2010, c. 72, s. 3.

**Standard form of lease**

**8** (1) In addition to the statutory conditions, a landlord and tenant may provide in a standard form of lease for other benefits and obligations which do not conflict with this Act.

(2) An additional benefit or obligation under subsection (1) is void unless it appears on both the landlord's and tenant's copies of the standard form of lease.

(3) Any alteration of or deletion from provisions that a standard form of lease is required by regulation to contain is void.

(4) On or after the first day of February, 1985, a landlord and a tenant who enter into a written tenancy agreement or renew a written tenancy agreement and who do not sign a standard form of lease are deemed to have done so and all provisions of this Act and the standard form of lease apply.

(5) A landlord and tenant who have an oral tenancy agreement and who do not sign a standard form of lease are deemed to have done so and all provisions of this Act and the standard form of lease apply. R.S., c. 401, s. 8.

**STATUTORY CONDITIONS****Statutory conditions**

**9** (1) Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise, there is and is deemed to be an agreement between the landlord and tenant that the following conditions will apply as between the landlord and tenant as statutory conditions governing the residential premises:

## Statutory Conditions

1. Condition of Premises - The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.

2. Services - Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not so as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlord shall not discontinue providing that service to the ten-

ant without proper notice of a rental increase or without permission from the Director.

3. Good Behaviour - A landlord or tenant shall conduct himself in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.

4. Obligation of the Tenant - The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.

5. Subletting Premises - The tenant may assign, sublet or otherwise part with possession of the premises subject to the consent of the landlord which consent will not arbitrarily or unreasonably be withheld or charged for unless the landlord has actually incurred expense in respect of the grant of consent.

6. Abandonment and Termination - If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages.

7. Entry of Premises - Except in the case of an emergency, the landlord shall not enter the premises without the consent of the tenant unless

(a) notice of termination of the tenancy has been given and the entry is at a reasonable hour for the purpose of exhibiting the premises to prospective tenants or purchasers; or

(b) the entry is during daylight hours and written notice of the time of the entry has been given to the tenant at least twenty-four hours in advance of the entry.

8. Entry Doors - Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises.

9. Late Payment Penalty - Where the lease contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.

(2) In addition to the statutory conditions set out in subsection (1), there is and is deemed to be an agreement between the landlord and tenant that the following statutory conditions apply as between them in respect of the lease of a manufactured home space or a manufactured home in a land-lease community:

Statutory Conditions Respecting Lease of a  
Manufactured Home Space or a Manufactured  
Home in a Land-lease community

1. The landlord shall not restrict in any way the right of a tenant to sell, lease or otherwise part with the possession of a manufactured home by the tenant.

1A. Where a tenant wishes to sell or otherwise part with possession of a manufactured home, the tenant may apply in writing to the landlord on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space upon which the manufactured home is located.

1B. The consent of the landlord required by Statutory Condition 1A. will not arbitrarily or unreasonably be withheld.

1C. The landlord shall not charge a commission or fee for granting consent required by Statutory Condition 1A., other than the landlord's reasonable expenses actually incurred in respect to the grant of consent.

1D. The landlord shall in writing, within ten days of receipt of the request made pursuant to Statutory Condition 1A., consent to the request or set out the reasons why consent is being withheld, failing which the landlord is deemed to have given consent to the request.

2. The landlord shall not receive any compensation for acting as the agent of the tenant in any negotiations to sell, lease or otherwise part with possession of a manufactured home space or a manufactured home situate in a land-lease community, unless provided for in a separate written agency agreement that is entered into by the tenant

(a) after the tenant enters into the tenancy agreement; and

(b) at the time that the tenant decides he wishes to offer his manufactured home for sale or lease or otherwise

part with the possession of his manufactured home or manufactured home space.

3. (1) Except as provided in this condition, the landlord shall not restrict in any way the right of the tenant to purchase goods or services from the person of the tenant's choice.

(2) The landlord may set reasonable standards for manufactured home equipment.

(3) Where a person who does not live in the land-lease community and who is offering goods or services for sale

(a) unduly disturbs the peace and quiet of the land-lease community;

(b) fails to observe reasonable rules of conduct that have been established by the landlord; or

(c) violates the traffic rules of the land-lease community,

despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the land-lease community.

4. The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the land-lease community and the services provided by the landlord to the tenants in the land-lease community.

5. The tenant is responsible for compliance with municipal by-laws in respect of the tenant's manufactured home and the manufactured home space on which it is located to the extent that the landlord is not responsible.

R.S., c. 401, s. 9; 1992, c. 31, s. 4(b), (c); 1993, c. 40, s. 6; 1997, c. 7, s. 3; 2010, c. 72, ss. 4, 22; 2011, c. 70, s. 1.

### Landlord's rules

**9A (1)** A copy of reasonable rules established by a landlord that apply to the residential premises shall be given to a tenant prior to executing a lease.

(2) Rules may be changed or repealed upon four months notice to the tenant prior to the anniversary date in any year.

(3) A rule is reasonable if

- (a) it is intended to
  - (i) promote a fair distribution of services and facilities to the occupants of the residential premises,
  - (ii) promote the safety, comfort or welfare of persons working or residing in the residential premises, or
  - (iii) protect the landlord's property from abuse;
- (b) it is reasonably related to the purpose for which it is intended;
- (c) it applies to all tenants in a fair manner; and
- (d) it is clearly expressed so as to inform the tenant of what the tenant must or must not do to comply with the rule.

1993, c. 40, s. 7.

#### NOTICE TO QUIT

##### Notice to quit

**10** (1) Notwithstanding any agreement between the landlord and tenant respecting a period of notice, notice to quit residential premises shall be given

- (a) where the residential premises are let from year to year, by the tenant at least three months before the expiration of any such year;
- (b) where the residential premises are let from month to month,
  - (i) *repealed 2010, c. 72, s. 5.*
  - (ii) by the tenant, at least one month,
 before the expiration of any such month;
- (c) where the residential premises are let from week to week,
  - (i) *repealed 2010, c. 72, s. 5.*
  - (ii) by the tenant, at least one week,
 before the expiration of any such week.

(2) For the purposes of subsection (1), where the residential premises are let for periods that are greater than a week and less than a month, the residential premises are deemed to be let from month to month.

(3) Notwithstanding any agreement between the landlord and tenant respecting a period of notice and notwithstanding the periods of notice in subsection (1), where a tenant rents a manufactured home space from a landlord and the tenant owns the manufactured home or rents the manufactured home from a person other than the landlord, notice to quit the manufactured home space shall be given

(a) *repealed 2010, c. 72, s. 5.*

(b) by the tenant, at least one month, before the termination of the tenancy.

**(3A)** A landlord shall not give to the tenant a notice to quit residential premises except in accordance with this Section.

**(4)** A notice to quit residential premises shall be in writing and shall contain the signature of the person giving the notice or his agent, a description of the residential premises and the day on which the tenancy terminates.

**(5)** A notice to quit must be in the form prescribed by regulation.

**(6)** Where a fixed-term lease exists or where a year to year or a month to month tenancy exists or is deemed to exist and the rent payable for the residential premises is in arrears for fifteen days, the landlord may give to the tenant notice to quit the residential premises fifteen days from the date the notice to quit is given.

**(6A)** Within fifteen days after receiving a notice to quit under subsection (6), the tenant may

(a) pay to the landlord the rent that is in arrears, and upon the payment of that rent, the notice to quit is void and of no effect; or

(b) apply to the Director under Section 13 for an order setting aside the notice to quit.

**(6B)** Notwithstanding Section 13, the one year period referred to in that Section does not apply to an application under subsection (6A).

**(6C)** Where a tenant who has received a notice to quit under subsection (6) does not pay the rent that is in arrears or make an application to the Director in accordance with subsection (6A), the tenant

(a) is conclusively deemed to have accepted that the tenancy is terminated on the effective date of the notice; and

(b) must vacate the residential premises by that date.

**(6D)** Where a notice to quit has been given by the landlord under subsection (6) and

(a) the notice to quit has not been voided under clause (6A)(a) by the tenant paying to the landlord the rent that is in arrears within fifteen days after receiving the notice to quit;

(b) the tenant has not disputed the notice by making an application to the Director under clause (6A)(b); and

(c) the fifteen day time period for making the application under subsection (6A) has expired,

the landlord may apply to the Director under Section 13 for any one or more of the following:

(d) an order to vacate the residential premises;

(e) an order requiring the tenant to pay to the landlord any rent owing for the month in which the notice to quit is given to the tenant and any rent in arrears for months previous to that month;

(f) an order permitting the landlord to retain the tenant's security deposit and interest to be applied against any rent found to be owing for the month in which notice to quit is given to the tenant and against any rent in arrears for months previous to that month.

**(6E)** Notwithstanding Sections 16 and 17, in the circumstances described in subsection (6D), the Director may, without investigating and endeavouring to mediate a settlement and without holding a hearing, order any one or more of the following:

(a) that the tenant vacate the premises;

(b) that the tenant pay to the landlord all rent owing for the month in which the notice to quit was given and pay any rent in arrears for months previous to that month;

(c) that the landlord retain the tenant's security deposit and interest to be applied against any rent found to be

owing for the month in which notice to quit was given and for any rent found to be owing and in arrears for months previous to that month.

**(7)** Where a week to week tenancy exists and the rent payable for the residential premises is in arrears for seven days, the landlord may give to the tenant notice to quit the residential premises seven days from the date the notice to quit is given.

**(7A)** Where a tenant poses a risk to the safety or security of the landlord or other tenants in the same building on account of the contravention or breach by that tenant of any enactment, notice of termination may be given to the tenant effective not earlier than five days, or such shorter period as the Director may direct, after the notice is given.

**(7B)** A landlord may give to a tenant notice to quit the residential premises where

(a) the tenant has breached statutory condition 3, 4 or 5 of subsection 9(1);

(b) the tenant in a land-lease community has breached statutory condition 3, 4 or 5 of subsection 9(1) or statutory condition 5 of subsection 9(2).

**(7C)** A landlord shall give to a tenant in a land-lease community notice to quit the residential premises under subsection (7B) not earlier than thirty days from the date the notice to quit is given, and a landlord shall give to any other tenant a notice to quit under subsection (7B) not earlier than fifteen days from the date the notice to quit is given.

**(7D)** A tenant who has received a notice to quit under subsection (7), (7A) or (7B) or clause (8)(a), (b) or (c) may apply to the Director under Section 13 for an order setting aside the notice to quit.

**(8)** A landlord may give to the tenant notice to quit the residential premises where

(a) the residential premises are leased to a student by an institution of learning and the tenant ceases to be a student;

(b) the tenant was an employee of an employer who provided the tenant with residential premises during his employment and the employment has terminated;

(c) the residential premises have been made uninhabitable by fire, flood or other occurrence;

(d) *repealed 1994, c. 32, s. 1.*

(e) the Director is satisfied that the tenant is in default of any of his obligations under this Act, the regulations or the lease;

(f) the Director is satisfied that it is appropriate to make an order under Section 17A directing the landlord to be given possession at a time specified in the order, but not more than twelve months from the date of the order, where

(i) the landlord in good faith requires possession of the residential premises for the purpose of residence by himself or a member of his family,

(ii) the landlord in good faith requires possession of the residential premises for the purpose of demolition, removal or making repairs or renovations so extensive as to require a building permit and vacant possession of the residential premises, and all necessary permits have been obtained, or

(iii) the Director deems it appropriate in the circumstances.

**(8A)** *repealed 2010, c. 72, s. 5.*

**(9)** Where the interest of a tenant in residential premises arising under a tenancy agreement is

(a) foreclosed as a result of a proceeding

(i) respecting a mortgage which has priority over the interest of the tenant, or

(ii) in which the landlord's interest under an agreement of sale is foreclosed; or

(b) extinguished as a result of a sale under the *Sale of Land under Execution Act* respecting a judgment which has priority over the interest of the tenant,

the tenant may, notwithstanding the foreclosure or the sale, remain in possession of the premises under the same terms and conditions as if the foreclosure or the sale had not taken place, except that the right to remain in possession terminates on the earlier of

(c) the expiration of three months after the person who, but for this subsection, would be entitled to possession of the premises, gives to the tenant a notice to quit the premises; or

(d) the date on which the tenancy agreement terminates in accordance with its terms or is lawfully terminated. R.S., c. 401, s. 10; 1992, c. 31, s. 5(1); 1994, c. 32, s. 1; 1993, c. 40, s. 8; 1997, c. 7, s. 4; 2010, c. 72, ss. 5, 22; 2011, c. 70, s. 2.

### Renewal term and daily rents

**10A (1)** A lease, except for a fixed-term lease, continues for the same type of term if no notice is given pursuant to subsection (1) of Section 10 and is deemed to have been automatically renewed.

**(2)** A fixed-term lease ends on the day specified in the lease and, if a tenant remains in possession with the consent of an owner, the lease is deemed to have renewed itself on a month-to-month basis.

**(3)** Where a tenant gives a notice to quit three months prior to the anniversary date of a year-to-year lease and requests in writing that the term be changed to a month-to-month lease, the consent of the landlord shall not be arbitrarily or unreasonably withheld.

**(4)** Where a tenant makes a written request pursuant to subsection (3), the landlord shall respond within thirty days of receipt thereof, otherwise consent is deemed to be granted.

**(5)** No landlord shall charge daily rents to avoid the provisions of this Act unless the residential premises or a part thereof are licensed pursuant to the *Hotel Regulations Act*. 1993, c. 40, s. 9.

### Early termination upon income reduction

**10B (1)** Notwithstanding Section 10, where the income of a tenant, or one of a group of the tenants in the same residential premises, is so reduced because of a significant deterioration of a tenant's health that it is not reasonably sufficient to pay the rent in addition to the tenant's other reasonable expenses, or if there is more than one tenant, the tenant's portion of the rent and other reasonable expenses, the tenant may terminate a year-to-year or fixed-term tenancy by giving the landlord

(a) one month's notice to quit, in the form prescribed by regulation;

(b) a certificate of a medical practitioner, in the form prescribed by regulation, evidencing the significant deterioration of health; and

(c) proof of service, in the form prescribed in the regulations, of all the tenants in the same residential premises with a copy of the notice to quit.

(2) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises, but the other tenants may enter a new landlord and tenant relationship with the landlord with the consent of the landlord, which consent must not be arbitrarily or unreasonably withheld.

(3) Where other tenants reside in the same residential premises, the tenant seeking to terminate a tenancy pursuant to this Section shall serve all the tenants in the same residential premises with a copy of the notice to quit at least one month before the termination of tenancy. 1993, c. 40, s. 9; 2010, c. 72, s. 6.

#### **Early termination for health reasons**

**10C** (1) Notwithstanding Section 10, where a tenant or a family member residing in the same residential premises in a year-to-year or fixed-term tenancy has suffered a significant deterioration in health that, in the opinion of a medical practitioner, results in the inability of the tenant to continue the lease or where the residential premises are rendered inaccessible to the tenant, the tenant may terminate the tenancy by giving the owner

(a) one month's notice to quit, in the form prescribed in the regulations;

(b) a certificate of a qualified medical practitioner, in the form prescribed by regulation, evidencing the significant deterioration of health; and

(c) proof of service, in the form prescribed by regulation, of all the tenants in the same residential premises with a copy of the notice to quit.

(2) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises, but the other tenants may enter a new landlord and tenant relationship with the landlord with the consent of the landlord, which consent must not be arbitrarily or unreasonably withheld.

(3) Where other tenants reside in the same residential premises, the tenant seeking to terminate a tenancy pursuant to this Section shall serve all the tenants in the same residential premises with a copy of the notice to quit at least one month before the termination of tenancy. 1993, c. 40, s. 9; 2002, c. 30, s. 17; 2010, c. 72, s. 7.

#### **Early termination upon acceptance into home**

**10D** (1) Notwithstanding Section 10, where a tenant in a year-to-year or fixed-term tenancy has been accepted into a nursing home or a home for special care on a permanent basis, the tenant may terminate the tenancy by giving the landlord

(a) one month's notice to quit in the form prescribed by regulation;

(b) such proof of acceptance into a nursing home or home for special care as is prescribed by regulation; and

(c) proof of service, in the form prescribed by regulation, of all the tenants in the same residential premises with a copy of the notice to quit.

(2) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises, but the other tenants may enter a new landlord and tenant relationship with the landlord with the consent of the landlord, which consent must not be arbitrarily or unreasonably withheld.

(3) Where other tenants reside in the same residential premises, the tenant seeking to terminate a tenancy pursuant to this Section shall serve all the tenants in the same residential premises with a copy of the notice to quit at least one month before the termination of tenancy. 1993, c. 40, s. 9; 2010, c. 72, s. 8.

#### **Notice by personal representative**

**10E** Notwithstanding Section 10, where a tenant in a year-to-year or fixed-term tenancy dies and there are no other tenants in the residential premises, the tenant's personal representative may give the landlord one month's notice to quit to terminate the tenancy. 1993, c. 40, s. 9; 2010, c. 72, s. 9.

#### **Early termination for domestic violence reasons**

**10F** (1) Notwithstanding Section 10, where a tenant in a year-to-year or fixed-term tenancy is a victim of domestic violence, the tenant may terminate the tenancy by giving the landlord

(a) one month's notice to quit in the form prescribed by regulation; and

(b) a certificate issued by the Director of Victim Services confirming that one of the grounds to issue a certificate under subsection 10H(2) has been established,

no later than 60 days after the date the certificate is issued.

(2) The landlord shall ensure that information in a certificate received from the tenant pursuant to subsection (1) is kept confidential.

(3) The landlord may apply to the Director of Residential Tenancies under Section 13 for an order setting aside the notice to quit only on the ground that the notice to quit and the certificate were not properly given to the landlord as required by subsection (1).

(4) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises but, for greater certainty, the other tenants and the landlord may agree to enter a new landlord and tenant relationship. 2012, c. 64, s. 2.

#### CERTIFICATE CONFIRMING GROUNDS TO TERMINATE TENANCY DUE TO DOMESTIC VIOLENCE

##### Delegation by Director of Victim Services

**10G** The Director of Victim Services may authorize one or more employees in the Department of Justice to exercise the powers and carry out the duties of the Director of Victim Services under Section 10H. 2012, c. 64, s. 3.

##### Application for certificate

**10H (1)** Where a tenant in a year-to-year or fixed-term tenancy is a victim of domestic violence, the tenant or a person on behalf of the tenant and with the tenant's consent may apply to the Director of Victim Services, in the form and manner and including the information required by the Director of Victim Services, for a certificate confirming that one of the grounds to issue a certificate under subsection (2) has been established.

(2) The Director of Victim Services may issue a certificate to the tenant for the purpose of clause 10F(1)(b) if either of the following grounds is established:

(a) an emergency protection order relating to the tenant has been issued under Section 11 of the *Domestic*

*Violence Intervention Act* and has not been revoked under clause 12(1)(c) of that Act, and the tenant made the application for the certificate no later than 90 days after the date of the order; or

(b) the Director of Victim Services is satisfied that all of the following requirements are met:

(i) a domestic violence complaint has been filed with a police agency identifying the tenant as the victim,

(ii) a peace bond or other order of a court has been issued that contains a condition that the person who is alleged to have committed the domestic violence have no contact with the tenant, and the peace bond or other court order is currently in force, and

(iii) after having completed an assessment, the Director of Victim Services has reason to believe the tenant is a victim of domestic violence for the purpose of the peace bond or order referred to in subclause (ii).

(3) For the purpose of this Section, the Director of Victim Services may request information from a police agency respecting a domestic violence complaint filed with the police agency, and, where requested, the police agency must provide the information.

(4) In considering an application under this Section, the Director of Victim Services is not required to hear or consider representations from the person who is alleged to have committed the domestic violence.

(5) Subject to subsection (6), the decision by the Director of Victim Services to issue or refuse to issue a certificate under this Section is final and not subject to review or appeal.

(6) A tenant who is refused a certificate under this Section may re-apply for a certificate under this Section if there is a change in circumstances. 2012, c. 64, s. 3.

##### Director of Victim Services not compellable

**10I** The Director of Victim Services cannot be compelled in a court or other proceeding, including a proceeding before the Director of Residential Tenancies, to

- (a) give evidence about information obtained for the purpose of Section 10H; or
- (b) produce any document or thing obtained for the purpose of Section 10H. 2012, c. 64, s. 3.

#### RENTAL INCREASE

##### Restrictions increasing rent

**11 (1)** A landlord shall not increase the rent to a tenant for the twelve-month period following the commencement of a week-to-week, month-to-month, year-to-year or fixed-term lease.

**(2)** Where a landlord intends to increase the rent payable after the first twelve-month period, the landlord shall give the tenant a notice in writing stating the amount and effective date of the increase in the case of

- (a) a year-to-year lease, four months prior to the anniversary date;
- (b) a month-to-month lease, four months prior to the anniversary date;
- (c) a week-to-week lease, eight weeks prior to the anniversary date;
- (d) a manufactured home space lease, seven months prior to the anniversary date,

and in no case shall a landlord increase the rent to the tenant more than once in a twelve-month period and without proper notice prior to the anniversary date in each subsequent year.

**(2A)** Notwithstanding subsection (2), where the landlord is a housing association within the meaning of the *Co-operative Associations Act*, the landlord may establish a common anniversary date for the increase of rent payable by tenants in accordance with the regulations and that date is thereafter the anniversary date respecting tenancies in the buildings owned by the association and the notice periods referred to in that subsection apply with respect to those tenancies.

**(3)** In the case of a fixed-term lease, the lease shall indicate the amount and effective dates of any increases and in no case shall the rent be increased to a tenant more than once in a twelve-month period.

**(4)** The deletion or withdrawal of a service is deemed to constitute a rental increase.

**(5)** Where a landlord discontinues a service, privilege, accommodation or thing and such discontinuance results in a reduction of the tenant's use and enjoyment of the residential premises, the value of such discontinued service, privilege, accommodation or thing is deemed to be a rent increase for the purpose of this Section.

**(6)** Nothing in this Section applies to increases or decreases based solely on the income of a tenant pursuant to a public housing program. 1993, c. 40, s. 10; 2010, c. 72, s. 10; 2011, c. 70, s. 3.

##### Rent increase in land-lease community

**11A (1)** Where a landlord of a manufactured home space intends to increase the rent payable after the first twelve-month period, the landlord shall serve the tenant with a notice of rent increase in the prescribed form.

**(2)** A landlord of a manufactured home space may determine a date to be the rent increase date for all manufactured home spaces owned or managed by the landlord.

**(3) and (4)** *repealed 2010, c. 72, s. 11.*

1997, c. 7, s. 5; 2010, c. 72, ss. 11, 22.

##### Annual allowable rent increase amount

**11B (1)** A landlord of a land-lease community shall not impose a rent increase in the land-lease community by an amount that is greater than the annual allowable rent increase amount calculated in accordance with the regulations.

**(2)** Notwithstanding subsection (1), a landlord of a land-lease community may apply to the Director for permission to increase rents in the land-lease community by an amount that is greater than the annual allowable rent increase amount calculated in accordance with the regulations.

**(3)** In reviewing an application by a landlord of a land-lease community for permission to increase rents by an amount greater than the annual allowable rent increase amount referred to in subsection (1), the Director shall consider any guidelines prescribed by regulation. 2010, c. 72, s. 12.

#### SECURITY DEPOSIT

##### Security deposit

**12 (1)** Where a landlord obtains from a tenant any sum of money or other value that is in addition to the rent payable in respect of the residential premises the sum of money or value is deemed to be a security deposit.

(2) No landlord shall demand, accept or receive from a tenant as a security deposit a sum of money or other value that is in excess of one half of the rent per month that is or would be required to be paid for the residential premises.

(3) Subject to subsection (6), a security deposit or the proceeds thereof shall be held in trust by the landlord and deposited in a trust account in a chartered bank, trust company or credit union or invested in such securities as are authorized by regulation and may be applied to outstanding rent or to expenses incurred in respect of damage to residential premises that is the responsibility of the tenant.

(4) The landlord shall credit interest to the tenant on the full amount or value of the security deposit at the rate per annum determined by the Governor in Council from time to time by regulation with respect to any period of time, whether before or after the coming into force of this subsection, while the security deposit is held by the landlord.

(5) Subject to subsection (6), the security deposit, together with interest, shall be returned to the tenant within ten days of the date of the termination of the lease.

(6) Where the landlord seeks to apply all or part of the security deposit and interest to outstanding rent or to expense incurred in respect of any damage for which the tenant is responsible and the tenant does not consent in writing, the landlord may make an application under Section 13 in the form prescribed in the regulations.

(7) An application pursuant to subsection (6) shall be made within ten days of the date of termination of the lease and, if no application is made, the security deposit shall be returned in accordance with subsection (5).

(8) A landlord shall from time to time file such reports as may be required by the regulations of the amount of the security deposit or proceeds thereof which are held in trust.

**NOTE** - *Subsections (9) to (12), enacted by Section 6 of Chapter 31 of the Acts of 1992, have not been proclaimed.*

(13) An owner, partner or director of a company which owns or manages residential premises is personally liable for any breach of the Act or the regulations governing security deposits.

(14) Upon trusteeship, receivership, bankruptcy, sale, transfer, abandonment, foreclosure or sale of land under execution, the security deposits of the tenants held by the landlord are deemed to have been transferred to the receiver, trustee, mortgagee in possession or the new landlord and that receiver, trustee, mortgagee or landlord is responsible for the tenant's security deposits.

(15) A claim for damages from a security deposit shall not include any costs associated with ordinary wear and tear of the residential premises.

(16) Notwithstanding Section 23, any landlord who violates this Section is guilty of an offence punishable on summary conviction and upon conviction is liable to a fine of not more than five thousand dollars. R.S., c. 401, s. 12; 1993, c. 40, s. 11; 1997, c. 7, s. 6; 2010, c. 72, s. 13.

## PROCEDURES

### Application to Director

**13** (1) Where a person applies to the Director

(a) to determine a question arising under this Act; or

(b) alleging a breach of a lease or a contravention of this Act,

and, not more than one year after the termination of the lease, files with the Director an application in the form prescribed by regulation, together with the fee prescribed by regulation, the Director is the exclusive authority, at first instance, to investigate and endeavour to mediate a settlement.

(2) Upon making an application pursuant to subsection (1), the applicant shall, in accordance with the regulations, serve the other parties to the matter with a copy of the application.

(3) Where the landlord or the tenant has made efforts to serve the other party that have been unsuccessful, the Director may order an alternate acceptable method of service.

(4) An applicant may withdraw an application at any time before an order or decision is made. 1997, c. 7, s. 7.

**14** *repealed 2010, c. 72, s. 14.*

### Service of documents

**15** (1) Service of all documents, except documents relating to an appeal to the Small Claims Court, shall be made by personal service, registered mail or substituted service in the manner prescribed by regulation.

(2) Notwithstanding subsection (1), where the Director is not satisfied that the respondent has been served with an application made pursuant to Section 13, the Director may order an alternate acceptable form of service. 1997, c. 7, s. 7; 2002, c. 10, s. 24; 2002, c. 30, s. 18; 2010, c. 72, s. 15.

**Duties and powers of Director**

**16** (1) Upon receiving an application pursuant to Section 13, the Director shall investigate and endeavour to mediate a settlement of the matter.

(2) Where a matter is settled by mediation, the Director shall make a written record of the settlement which shall be signed by both parties and which is binding on the parties and is not subject to appeal.

(3) Where a matter is settled by mediation, the Director may, if a party fails to comply with the terms on which the matter was settled, make an order pursuant to Section 17A. 1997, c. 7, s. 7.

**Order by Director**

**17** (1) Where, after investigating the matter, the Director determines that the parties are unlikely to settle the matter by mediation, the Director shall, within fourteen days, make an order in accordance with Section 17A.

(2) The Director is not disqualified from making an order respecting a matter by reason of having investigated or endeavoured to mediate the matter. 1997, c. 7, s. 7.

**Contents of order**

**17A** An order made by the Director may

(a) require a landlord or tenant to comply with a lease or an obligation pursuant to this Act;

(b) require a landlord or tenant not to again breach a lease or an obligation pursuant to this Act;

(c) require the landlord or tenant to make any repair or take any action to remedy a breach, and require the landlord or tenant to pay any reasonable expenses associated with the repair or action;

(d) order compensation to be paid for any loss that has been suffered or will be suffered as a direct result of the breach;

(e) terminate the tenancy on a date specified in the order and order the tenant to vacate the residential premises on that date;

(f) determine the disposition of a security deposit;

(g) direct that the tenant pay the rent in trust to the Director pending the performance by the landlord of any act the landlord is required by law to perform, and directing the disbursement of the rent;

(h) require the payment of money by the landlord or the tenant;

(i) determine the appropriate level of a rent increase;

(j) require a landlord or tenant to comply with a mediated settlement;

(k) award to a successful party to an application the costs of an application fee paid to the Director, but no other costs associated with the application;

(l) set aside a notice to quit given by a landlord under subsection 10(6), (7), (7A) or (7B) or clause 10(8)(a), (b), or (c) or by a tenant under subsection 10F(1). 1997, c. 7, s. 7; 2010, c. 72, s. 16; 2012, c. 64, s. 4.

**Consequences of failure to appeal**

**17B** (1) Where no appeal is made pursuant to Section 17C, a decision or order made by the Director under this Act may be made an order of the Small Claims Court and may be enforced in the same manner as any order or judgment of that Court.

(2) To make a decision or order made by the Director an order of the Small Claims Court, the Director shall endorse a copy of the decision or order certified by the Director to be a true copy as follows:

Make the within an order of the Small Claims Court.

Dated this . . . . . day of . . . . . , 20

.....  
Director of Residential Tenancies

(3) The Director may forward the decision or order so endorsed to a clerk of the Small Claims Court who shall, upon receipt thereof, enter the same as a record and it thereupon becomes and is an order of the Small Claims Court and enforceable as any order or judgment thereof. 2002, c. 10, s. 25.

**Appeal to Small Claims Court**

**17C** (1) Except as otherwise provided in this Act, any party to an order of the Director may appeal to the Small Claims Court.

(2) An appeal may be commenced by filing with the Small Claims Court, within ten days of the making of the order, a notice of appeal in the form prescribed by regulations made pursuant to the *Small Claims Court Act* accompanied by the fee prescribed by regulations made pursuant to the *Small Claims Court Act*.

(3) The appellant shall serve each party to the order and the Director with the notice of appeal and the notice of hearing.

(3A) Service of all documents may be by personal service or such other manner of service or substituted service permitted pursuant to the *Small Claims Court Act*.

(4) The Small Claims Court shall conduct the hearing in respect of a matter for which a notice of appeal is filed.

(5) The Small Claims Court shall determine its own practice and procedure but shall give full opportunity for the parties to present evidence and make submissions.

(6) The Small Claims Court may conduct a hearing orally, including by telephone.

(7) Evidence may be given before the Small Claims Court in any manner that the Small Claims Court considers appropriate and the Small Claims Court is not bound by rules of law respecting evidence applicable to judicial proceedings.

(8) The evidence at a hearing shall not be recorded. 1997, c. 7, s. 7; 2002, c. 10, s. 26.

#### Duties of Court on appeal

**17D (1)** Within fourteen days of holding a hearing pursuant to subsection 17C(4), the Small Claims Court shall

(a) confirm, vary or rescind the order of the Director; or

(b) make any order that the Director could have made.

(2) The Small Claims Court may award to a successful party to an appeal the cost of the fee paid pursuant to subsection 17C(2) and any costs awarded to that party pursuant to clause 17A(k), but no other costs associated with the appeal. 1997, c. 7, s. 7; 2002, c. 10, s. 27; 2010, c. 72, s. 17.

#### Appeal to Court

**17E (1)** Subject to subsection (2), a party to an appeal to the Small Claims Court pursuant to this Act may, if that person took part in the hearing, appeal the order of the Small Claims Court to the Supreme Court of Nova Scotia in the manner set out in the *Small Claims Court Act*.

(2) An appeal pursuant to subsection (1) may only be taken on the ground of

(a) jurisdictional error;

(b) error of law; or

(c) failure to follow the requirements of natural justice. 1997, c. 7, s. 7; 2002, c. 10, s. 28.

#### Evidence

**17F (1)** Notwithstanding any other enactment or law but subject to subsection (2), neither the Director nor any other persons appointed pursuant to this Act may be compelled or required to

(a) give evidence in respect of matters that come to the knowledge of the Director or such persons in the course of carrying out duties pursuant to this Act; or

(b) produce information, records or documents of any kind obtained by the Director or such persons for the purpose of this Act or in the course of carrying out duties pursuant to this Act,

before any court, body or person having authority to receive evidence.

(2) Where an order of the Director has been appealed to the Small Claims Court, the Director may provide that Court with copies of any evidence submitted by parties to a dispute and copies of any orders made by the Director respecting a dispute. 2010, c. 72, s. 18.

#### RESIDENTIAL TENANCIES BOARD

**18** *repealed 2002, c. 10, s. 29.*

#### Director of Residential Tenancies

**18A (1)** The Minister shall designate a person in Service Nova Scotia and Municipal Relations to be the Director of Residential Tenancies, who shall exercise such powers and perform such duties as are conferred or imposed on the Director by this Act or the regulations.

(2) The Director of Residential Tenancies may, with the approval of the Minister, authorize a residential tenancies officer to exercise or perform, in addition to or in substitution for the Director, any power or duty conferred or imposed on the Director by this Act or the regulations, subject to such conditions as the Minister may impose. 1992, c. 31, s. 9; 2002, c. 10, s. 30.

#### PERSONNEL

##### Personnel

**19** (1) There shall be appointed residential tenancy officers and such other persons required for the purpose of carrying out the provisions of this Act or any other Act.

(2) Persons appointed pursuant to subsection (1) shall be appointed in accordance with the *Civil Service Act*.

(3) The Minister may prescribe the duties of persons appointed pursuant to this Section. R.S., c. 401, s. 19.

##### Declaration of interest

**19A** Every person appointed pursuant to this Act shall, within thirty days after being appointed, where that person is appointed after this Section comes into force, and in all other cases within thirty days after this Section comes into force, file with the Minister a written declaration of any interest the person has in residential premises, and thereafter shall annually file with the Minister a written declaration of any such interest. 1992, c. 31, s. 10.

##### No action lies

**19B** No action or proceeding may be brought against Her Majesty in right of the Province, the Director, a residential tenancy officer, the Director of Victim Services or any other employee or agent of Her Majesty for any act done or omitted to be done in good faith in the performance or intended performance of a duty or in the exercise or intended exercise of a power under this Act. 2012, c. 64, s. 5.

#### PROTECTION OF TENANTS

##### Consequence of retaliatory action by landlord

**20** The Director or the Small Claims Court may refuse to exercise, in favour of a landlord, the powers or authorities under this Act or may set aside a notice to quit if the Director or the Small Claims Court is of the opinion that a landlord has acted in

retaliation for a tenant attempting to secure or enforce the tenant's rights under this Act or the *Rent Review Act*. R.S., c. 401, s. 20; 1997, c. 7, s. 9; 2002, c. 10, s. 31.

#### ENFORCEMENT

**21 and 22** *repealed 2002, c. 10, s. 32.*

##### Right of entry

**22A** (1) The Director may

- (a) inspect residential premises;
- (b) inspect records of security deposits in any premises,

for the purpose of enforcing and administering this Act.

(2) Where a judge of the provincial court is satisfied by information under oath that

- (a) a reasonable, unsuccessful effort to effect entry pursuant to subsection (1) has been made; or

- (b) there are reasonable grounds for believing that entry would be denied without a warrant,

the judge may, at any time, and where necessary upon application without notice, issue an order authorizing the Director, with such peace officers as are required to assist, to enter a place and take any action authorized by subsection (1). 1992, c. 31, s. 14.

#### PENALTY

##### Offence and penalty

**23** Any person who violates or fails to comply with any order, direction or other requirement of the Director or the Small Claims Court or contravenes any provision of this Act, or any landlord who takes action against a tenant because of any resort by that tenant to any governmental authority in respect of the residential premises or because a tenant attempts to enforce or secure his rights under this Act or the *Rent Review Act*, is guilty of an offence punishable on summary conviction and is liable to a fine of not more than one thousand dollars. R.S., c. 401, s. 23; 2002, c. 10, s. 33.

##### Consent to prosecution

**24** No proceeding may be brought under Section 23 without the consent of the Attorney General. R.S., c. 401, s. 24.

## APPLICATION

**Application of Act**

**25** (1) This Act governs all landlords and tenants to whom this Act applies in respect of residential premises.

(2) This Act binds Her Majesty in right of the Province and Canada. R.S., c. 401, s. 25; 1994, c. 32, s. 2.

**Regulations**

**26** (1) The Governor in Council may make regulations

- (a) prescribing any form, fee or charge required for the purposes of this Act;
- (b) respecting security deposits;
- (c) prescribing a printed standard form of lease which shall be used by all landlords and tenants and which shall include
  - (i) a description of the parties to the lease,
  - (ii) a description of the premises leased,
  - (iii) the term of the lease,
  - (iv) the rent payable under the lease,
  - (v) whether or not a security deposit is required,
  - (vi) the statutory conditions,
  - (vii) the terms under which the lease may be terminated,
  - (viii) a larger type notice to tenants that the lease will automatically renew if the tenant does not give a notice to quit within the time period set out in Section 10,
  - (ix) such additional provisions as the Governor in Council may prescribe;
- (ca) prescribing the information to be provided by a landlord to a tenant;
- (cb) *repealed 1997, c. 7, s. 10.*
- (cc) prescribing the duties of the Director;

(cd) prescribing any other class of premises that are not included in the definition of “residential premises” for the purpose of subclause 2(h)(vi);

(ce) prescribing the maximum amount a landlord may charge for expenses actually incurred in respect of a sublease or an assignment for the purpose of subsection 6(3);

(cea) requiring the tenant to provide information concerning the tenancy of the manufactured home space upon which the manufactured home is located to the person who wishes to acquire title or possession of the manufactured home for the purpose of Statutory Condition 1A. in subsection 9(2);

(ceb) respecting the form and contents of the tenant’s written application to the landlord on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space upon which the manufactured home is located and information to be provided to the landlord for the purpose of Statutory Condition 1A. in subsection 9(2);

(cec) respecting the manner in which the landlord may respond to the tenant’s written application on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space for consent and setting out the permissible reasons for denying the requested consent for the purpose of Statutory Conditions 1B. and 1D. in subsection 9(2);

(cf) prescribing acceptable proof of acceptance into a nursing home or home for special care for the purpose of Section 10D;

(cg) respecting the establishment of a common anniversary date for rent increases for tenants in a housing association for the purpose of subsection 11(2A);

(ch) respecting an application and adjudication process for a rent increase that is greater than the annual allowable rent increase amount referred to in subsection 11B(1);

(ci) prescribing calculations for annual allowable rent increase amounts for land-lease communities for the purpose of subsection 11B(1);

(cj) respecting an application and adjudication process for a rent increase that is greater than the annual allowable rent increase amount for land-lease communities for the purpose of subsection 11B(2);

(ck) prescribing guidelines to be considered by the Director in reviewing applications for rent increases by an amount greater than the annual allowable rent increase amount for land-lease communities for the purpose of subsection 11B(3);

(cl) determining interest rates from time to time for the purpose of subsection 12(4);

(cm) respecting the form and content of notices to quit;

(cn) requiring different forms of notice to quit to be used in respect of different grounds on which a notice to quit may be given;

(d) defining any word or expression used and not defined herein;

(e) respecting any matter which the Governor in Council considers necessary or advisable to carry out effectively the intent and purposes of this Act.

(2) The exercise by the Governor in Council of the authority set out in subsection (1) shall be regulations under the *Regulations Act*. R.S., c. 401, s. 26; 1992, c. 31, s. 15; 1993, c. 40, s. 13; 1997, c. 7, s. 10; 2002, c. 10, s. 34; 2010, c. 72, s. 19; 2011, c. 70, s. 4.

#### Waiver of fee

27 Notwithstanding anything in this Act, no fee is payable by a person in respect of an application to the Director where that person is receiving the guaranteed income supplement, social assistance or family benefits or where the Minister waives the fee. 1992, c. 31, s. 16; 2002, c. 10, s. 35.

28 *repealed 2002, c. 10, s. 36.*

#### MANUFACTURED-HOME ADVISORY COMMITTEE

##### Establishment and composition of committee

29 (1) The Minister may establish an advisory committee on manufactured home tenancies to advise the Minister on the administration of manufactured homes pursuant to this Act.

(2) The committee shall consist of an equal number of persons who, in the Minister's opinion, are representative of the views of landlords and of tenants of manufactured homes.

(3) The committee shall be chaired by a person appointed from Service Nova Scotia and Municipal Relations.

(4) The chair of the committee shall be appointed by the Minister. 1993, c. 40, s. 14; 2010, c. 72, s. 21.

SCHEDULE *repealed 2010, c. 72, s. 23.*



# Residential Tenancies Regulations

made under subsection 12(4) and Section 26 of the

## *Residential Tenancies Act*

R.S.N.S. 1989, c. 401

O.I.C. 89-1118, N.S. Reg. 190/89

as amended to O.I.C. 2013-331, N.S. Reg. 304/2013

September 10, 2013

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**Residential Tenancies Regulations**  
**made under subsection 12(4) and Section 26 of the**  
*Residential Tenancies Act*  
**R.S.N.S. 1989, c. 401**

**O.I.C. 89-1118 (September 26, 1989, effective October 1, 1989), N.S. Reg. 190/89**  
**as amended to O.I.C. 2013-331 (Sept. 10, 2013, effective Sept. 16, 2013), N.S. Reg. 304/2013**

**1A** These regulations may be cited as the  
*Residential Tenancies Regulations*.

**Original Section 1A added: O.I.C. 92-1206, N.S. Reg. 268/92; renumbered subsection 1(2): O.I.C. 95-876, N.S. Reg. 175/95.**

**Section 1A added: O.I.C. 95-876, N.S. Reg. 175/95.**

**Interpretation**

**1 (1)** In these regulations

(a) in respect of the term “security deposit”,

(i) “money” includes coin, government or bank notes, cheques, drafts and post office, express or bank money orders,

(ii) “other value” includes securities, stock certificates, bonds, debentures, deposit receipts, treasury bills, negotiable instruments, real property, and anything of value which could be negotiated or transferred by the landlord, but excludes money;

(b) “Act” means the *Residential Tenancies Act*;

**Clause 1(1)(b) added: O.I.C. 2012-303, N.S. Reg. 178/2012**

(c) “annual allowable rent increase amount” means the amount that must not be exceeded when a landlord of a land-lease community imposes a rent increase, as referred to in subsection 11B(1) of the Act and calculated in accordance with Section 25B of these regulations;

**Clause 1(1)(c) added: O.I.C. 2012-303, N.S. Reg. 178/2012**

(d) “public sale” means a sale of property with notice to the general public, and includes a sale by classified advertisement;

**Clause 1(1)(aa) added: O.I.C. 2005-215, N.S. Reg. 115/2005; relettered (d): O.I.C. 2012-303, N.S. Reg. 178/2012**

(e) “record” includes the books of account and records of a landlord set up

to keep security deposits separate and apart from the ordinary business records of the landlord;

**Clause 1(1)(b) relettered (e): O.I.C. 2012-303, N.S. Reg. 178/2012**

(f) “trust account” means a trust account set up in a bank, credit union or trust company by a landlord to keep security deposits separate and apart from the ordinary business and personal accounts of a landlord.

**Clause 1(1)(c) relettered (f): O.I.C. 2012-303, N.S. Reg. 178/2012 Section 1 renumbered subsection 1(1): O.I.C. 95-876, N.S. Reg. 175/95.**

(2) For greater certainty, “date on which a lease was first entered into” in clause 2(a) of the Act means the date on which the term of the lease begins.

**Original Section 1A added: O.I.C. 92-1206, N.S. Reg. 268/92; renumbered subsection 1(2): O.I.C. 95-876, N.S. Reg. 175/95; replaced: O.I.C. 2003-32, N.S. Reg. 20/2003.**

**Sublease or assignment fee**

**2** For the purpose of subsection 6(3) of the Act, a landlord may charge a sum not exceeding \$75.00 for expenses actually incurred in respect of a sublease or an assignment.

**Section 2 repealed: O.I.C. 97-629, N.S. Reg. 132/97; added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Landlord’s consent to proposed purchaser of manufactured home becoming tenant**

**3 (1)** In this Section,

“application for consent” means a tenant’s written application to their landlord under Statutory Condition 1A of subsection 9(2) of the Act on behalf of a proposed purchaser of the tenant’s manufactured home; and

“proposed purchaser” means a person who wishes to acquire title to or possession of a manufactured home and wishes to become a tenant of the manufactured home space upon which the manufactured home is located.

- (2) If a tenant intends to apply for their landlord's consent to assign their current lease to a proposed purchaser, the tenant shall, before submitting the application for consent, provide all of the following information to the proposed purchaser:
- (a) a copy of the landlord's reasonable rules that form part of the tenant's lease;
  - (b) a copy of any part of the tenant's lease that is in writing;
  - (c) the amount of the tenant's current rent payable;
  - (d) the date of the tenant's last rent increase and the rent increase amount.
- (3) An application for consent shall include all of the following information:
- (a) the address of the manufactured home space upon which the manufactured home is located;
  - (b) the name, telephone number and mailing address of the tenant making the application for consent;
  - (c) the name, telephone number and current civic address of the proposed purchaser and the name and telephone number of the landlord, if any, for that address;
  - (d) the mailing address of the proposed purchaser, if different from the current civic address provided under clause (c);
  - (e) if the proposed purchaser has been at their current civic address for less than 2 years, the previous civic address of the proposed purchaser and the name and telephone number of the landlord, if any, for that address;
  - (f) the names and telephone numbers of 2 personal references for the proposed purchaser;
  - (g) whether the application for consent is for
    - (i) the landlord's consent for the landlord to enter into a new lease with the proposed purchaser, or
    - (ii) the landlord's consent for the tenant to assign the tenant's current lease to the proposed purchaser;
  - (h) the proposed effective date for the new lease or for the assignment of the tenant's current lease to the proposed purchaser;
  - (i) the signed consent of the proposed purchaser authorizing the landlord to do all of the following for the purpose of verifying or obtaining information relevant to the application for consent:
    - (i) contact the other landlords whose names are provided under clauses (c) and (e),
    - (ii) contact the personal references whose names are provided under clause (f),
    - (iii) verify the income of and obtain a credit report on the proposed purchaser;
  - (j) if the application for consent is for consent to have the tenant's current lease assigned to the proposed purchaser, a statement, signed by the proposed purchaser, acknowledging that the proposed purchaser has received the information required by subsection (2).
- (4) A tenant shall serve an application for consent on their landlord by personal service, registered mail or substituted service authorized by the Director under subsection 25(3) of these regulations.
- (5) For greater certainty, for the purposes of Statutory Condition 1D of subsection 9(2) of the Act, the landlord shall, within 10 days of receipt of an application for consent, consent to the request or set out the reasons why consent is being withheld, failing which the landlord is deemed to have given consent, even if a tenant's application for consent does not include all of the information required by subsection (3).
- (6) If a landlord withholds consent under Statutory Condition 1D of subsection 9(2) of the Act, the landlord's written response shall indicate
- (a) 1 or more of the reasons set out in subsection (7) why the landlord is withholding consent; and

## residential tenancies regulations

(b) the source and nature of the information that supports those reasons.

(7) For the purposes of Statutory Condition 1D of subsection 9(2) of the Act, a landlord may withhold consent to a tenant's application for consent only for 1 or more of the following reasons:

(a) the tenant did not provide all of the information required by subsection 3(3) of these regulations;

(b) the landlord, on the basis of relevant information, has reasonable grounds to conclude that the proposed purchaser is unlikely to comply with the lease or the landlord's reasonable rules that form part of the lease;

(c) the landlord, on the basis of relevant information, has reasonable grounds to conclude that the proposed purchaser is unable or unlikely to pay the rent;

(d) the proposed purchaser does not intend to reside in the manufactured home and

(i) intends to use the manufactured home for business purposes, or

(ii) has purchased more than 1 manufactured home in the landlord's land-lease community;

(e) the manufactured home has been removed from the manufactured home space or destroyed;

(f) the landlord, as a result of being unable to contact 1 or more references provided under clause 3(3)(f) of these regulations, has insufficient information to make a decision about the request, but only if the landlord

(i) promptly advised the tenant of his or her inability to contact 1 or more of those references, and

(ii) made every reasonable effort to contact those references and any references provided by the tenant in place of those references;

(g) the tenant owes the landlord arrears of rent or an amount due under an order of the Director or Small Claims Court;

(h) the manufactured home does not comply with municipal by-laws in respect

of the manufactured home or the manufactured home space;

(i) the manufactured home does not comply with the landlord's reasonable rules forming part of the lease.

**Section 3 repealed: O.I.C. 97-629, N.S. Reg. 132/97; added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

### **Tenant's notice to quit under subsection 10(1) or (3) of Act**

**4** A notice to quit given by a tenant to a landlord under subsection 10(1) or 10(3) of the Act must be in Form C: Tenant's Notice to Quit.

**Section 4 repealed: O.I.C. 97-629, N.S. Reg. 132/97; added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

### **Landlord's notice to quit for rental arrears under subsection 10(6) of Act**

**4A** A notice to quit for rental arrears given by a landlord to a tenant under subsection 10(6) of the Act must be in Form D: Landlord's Notice to Quit for Rental Arrears.

**Section 4A added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

### **Landlord's notice to quit for breach of statutory condition under subsections 10(7B) and (7C) of Act**

**4B** A notice to quit for breach of a statutory condition given by a landlord to a tenant under subsections 10(7B) and 10(7C) of the Act must be in Form E: Landlord's Notice to Quit—Breach of Statutory Condition.

**Section 4B added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

### **Landlord's notice to quit under subsection 10(7) or (7A), clause 10(8)(a), (b) or (c) or clause 10(9)(c) of Act**

**4C** A notice to quit given by a landlord to a tenant under subsection 10(7) or (7A), clause 10(8)(a), (b) or (c), or clause 10(9)(c) of Act must be in Form F: Landlord's Notice to Quit—Additional Circumstances.

**Section 4C added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

### **Tenant's notice to quit for early termination under Section 10B, 10C or 10D of Act**

**4D** A notice to quit given by a tenant to a landlord under Section 10B, 10C or 10D of the Act must be in Form G: Tenant's Notice to Quit—Early Termination of Tenancy.

**Section 4D added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

### **Physician's certificate**

**4E** A certificate of a medical practitioner under Section 10B or 10C of the Act must be in Form H: Physician's Certificate.

**Section 4E added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Proof of service of [on] tenants for early termination under Section 10B, 10C or 10D of Act**

**4F** A tenant who terminates their tenancy early under Section 10B, 10C or 10D of the Act shall use 1 of the following forms for giving their landlord the required proof of service that a copy of a notice to quit was served on all the tenants in the same residential premises:

- (a) an acknowledgment of service signed by each tenant in the same residential premises in the form attached to Form G: Tenant's Notice to Quit—Early Termination of Tenancy;
- (b) a sworn affidavit of service for each tenant in the same residential premises in the form attached to Form G: Tenant's Notice to Quit—Early Termination of Tenancy.

**Section 4F added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Proof of acceptance into nursing home or home for special care**

**4G** For the purpose of Section 10D of the Act, the proof of acceptance to be given by the tenant to the landlord is a letter from the nursing home or home for special care confirming that the tenant has been accepted into the nursing home or home for special care on a permanent basis.

**Section 4G added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Notice to quit by personal representative under Section 10E of Act**

**4H** A notice to quit given by the tenant's personal representative under Section 10E of the Act must be in Form I: Notice to Quit—Early Termination of Tenancy by Personal Representative.

**Section 4H added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Tenant's notice to quit for domestic violence under clause 10F(1)(a) of Act**

**4I** A notice to quit given by a tenant to a landlord under clause 10F(1)(a) of the Act must be in Form Q: Tenant's Notice to Quit—Domestic Violence.

**Section 4I added: O.I.C. 2013-331, N.S. Reg. 304/2013.**

**Establishing common anniversary date for housing associations**

**4J (1)** For the purpose of subsection 11(2A) of the Act, if a landlord that is a housing association within the meaning of the *Co-operative Associations Act* wishes to establish a common anniversary date for the increase of rent payable by tenants, the landlord shall give the tenants a notice in writing stating the common anniversary date.

(2) The notice referred to in subsection (1) must be given to the tenants at least 4 months before the common anniversary date.

**Original Section 4I added: O.I.C. 2012-303, N.S. Reg. 178/2012; renumbered 4J: O.I.C. 2013-331, N.S. Reg. 304/2013.**

**Security deposits**

**5** For the purposes of subsection 12(4) of the Act, the landlord shall credit interest to the tenant on the full amount or value of the security deposit on, from and after

- (a) January 1, 1985 at the rate of seven percent per annum;
- (b) January 1, 1992 at the rate of three percent per annum;
- (c) January 1, 1995 at the rate of one percent per annum; and
- (d) January 1, 2013, at the rate of zero percent per annum;

**Clause 5(d) added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

compounded annually, while the security deposit is held by the landlord.

**Section 5 replaced: O.I.C. 95-876, N.S. Reg. 175/95.**

**6** Every landlord shall keep a record which is clearly distinguishable from the record of money received and disbursed on his own account, and which shows for each tenant

- (a) any money received as a security deposit, any disbursements, and the undisbursed balance thereof; and
- (b) any other value received and delivered as a security deposit, any disbursements and the undisbursed portion thereof held in trust.

**7** Every landlord shall keep a record which shows

- (a) a comparison made monthly between the total of the undisbursed balances of monies held in trust for tenants by the landlord and the total of the balances held on deposit in the trust account, together with an explanation for any difference in the totals; and
- (b) a consolidated list of all other value held in trust for tenants.

**8** Every landlord shall keep a bank statement and pass book of the trust account containing the security deposits of each tenant.

**9** Every landlord who receives a security deposit from a tenant in money shall have at least one deposit account which shall be

- (a) in a chartered bank, credit union or trust company authorized by law to receive money on deposit;
- (b) designated both in the records of the landlord and of the bank, credit union or trust company as a trust account; and
- (c) kept separate and apart from any deposit account containing monies belonging to the landlord.

**10** Money held in trust for or on account of a tenant in respect of a tenancy shall be kept in the Province and,

- (a) upon receipt of a security deposit in money for or on account of a tenant, every landlord shall pay the money into the landlord's trust account not later than the third banking day following the day of receipt thereof by the landlord; and
- (b) upon receipt of a security deposit in other value for or on account of a tenant, every landlord shall be liable for its safekeeping.

**11 (1)** No money shall be withdrawn from a landlord's trust account except as provided in the Act or these regulations.

**(2)** Notwithstanding subsection (1), money deposited in a landlord's trust account by mistake, accident, or which belongs to the landlord, may be withdrawn.

**12** Every cheque drawn on a trust account shall be marked as a trust account cheque and be payable to a named payee, and no money shall be withdrawn from the trust account on behalf of the landlord except as provided in the Act or these regulations.

**13** No landlord shall at any time

- (a) deposit money in, draw on, or otherwise use his trust account for business or personal use; or
- (b) permit his trust account to be overdrawn as a whole, or with respect to the funds held on account of any tenant.

**14** Nothing in these regulations shall deprive a landlord of any recourse or right, whether by way of a lien, set-off, counterclaim, charge or otherwise, against money in a trust account, or against other value held by a landlord as a security deposit.

**15 (1)** A landlord may invest money held as a security deposit in government backed guaranteed investment certificates.

**Subsection 15(1) replaced: O.I.C. 95-876, N.S. Reg. 175/95.**

**(2)** Where other value is held as a security deposit, no landlord may sell or otherwise convert the other value into money or invest the proceeds thereof in securities or in any other manner unless the tenant for or on behalf of whom the security deposit is held consents in writing.

**16** Any interest earned in excess of the rate determined by the Governor in Council for security deposits shall become the property of the landlord.

**17** Charges associated with the setting up and normal operation of a trust account are the responsibility of the landlord.

**18** Every landlord shall at all times maintain a sufficient balance on deposit in his trust account which together with undeposited money in trust for or on account of a tenant is sufficient to meet all of the obligations of the landlord with respect to security deposits.

**19** Every landlord shall, within ten days from the receipt of a written request from the Director of Residential Tenancies, file a certificate signed by a public accountant and satisfactory to the Director as to the financial position of his trust account.

**Section 19 amended: O.I.C. 2003-32, N.S. Reg. 20/2003.**

**Section 20 repealed: O.I.C. 2003-32, N.S. Reg. 20/2003.**

**21** Upon the sale or transfer of a rental property, a landlord shall transfer his trust account to the new landlord, together with all records and statements of the trust account.

**22** Upon trusteeship, receivership, bankruptcy, abandonment, foreclosure or sale of land under execution, a landlord shall transfer his trust account to the trustee, receiver, mortgagee or new landlord, together with all records and statements of the trust account.

**Section 22 added: O.I.C. 95-876, N.S. Reg. 175/95.**

#### **Inventory of abandoned personal property**

**23** Where a tenant leaves personal property in the residential premises after the tenancy has ended or the tenant has abandoned the residential premises pursuant to subsection 5(3) of the Act, the landlord shall prepare an inventory in Form A and file it with the Director, and send a copy of Form A to the tenant by registered mail to the tenant's new address, if known, or to the address for contact of next of kin, if indicated on the lease.

**Section 23 added: O.I.C. 95-876, N.S. Reg. 175/95; amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Disposing of abandoned personal property**

**24 (1)** The Director may, in writing, authorize a landlord to dispose of abandoned personal property that has an estimated value of \$500 or less by any method convenient to the landlord, if 60 days have elapsed since Form A was filed with the Director and mailed to the tenant or the tenant's next of kin.

**(2)** The Director may, in writing, authorize a landlord to sell abandoned personal property that has an estimated value over \$500, except manufactured homes, through a public sale or a public auction, if 60 days have elapsed since Form A was filed with the Director and mailed to the tenant or the tenant's next of kin.

**Subsection 24(2) amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**(3)** A landlord may immediately dispose of abandoned personal property that the landlord considers to be unsanitary or unsafe to store, and within 10 days of the date that the property is disposed of, must file Form A with the Director and mail a copy of Form A to the tenant or the tenant's next of kin.

**Section 24 replaced: O.I.C. 2005-215, N.S. Reg. 115/2005.**

**Disposing of abandoned manufactured homes**

**24A (1)** The Director may, in writing, authorize the landlord to sell abandoned personal property that consists of a manufactured home through a public auction, if 60 days have elapsed since Form A was filed with the Director and mailed to the tenant or the tenant's next of kin.

**(2)** Before authorizing the sale of a manufactured home in accordance with subsection (1), the Director shall require that a landlord provide proof satisfactory to the Director that no security interests are held against the manufactured home.

**Section 24A added: O.I.C. 2005-215, N.S. Reg. 115/2005; amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Accounting of sale of abandoned property**

**24B** Within 10 days of the date of a sale or auction of a tenant's abandoned personal property, a landlord must file an accounting of sale in Form B with the Director for any abandoned personal property that is sold.

**Section 24B added: O.I.C. 2005-215, N.S. Reg. 115/2005.**

**Application to Director under subsection 13(1) of Act 24C** An application to the Director under subsection 13(1) of the Act, other than an application referred to in Section 24D of these regulations, must be in Form J: Application to Director.

**Section 24C added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Application to Director respecting rental arrears under subsections 10(6D) and (6E) and Section 13 of Act**

**24D** An application to the Director under subsections 10(6D) and (6E) and Section 13 of the Act must be in Form K: Application to Director—Rental Arrears.

**Section 24D added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Service**

**25 (1)** Where an application pursuant to subsection 13(1) of the Act is filed, the applicant shall serve a copy of the application on the other parties to the matter by personal service or by registered mail.

**Subsection 25(1) amended: O.I.C. 2003-32, N.S. Reg. 20/2003.**

**(2)** For the purposes of subsection 15(1) of the Act, "substituted service" means a method of service set out in subsection (3).

**(3)** If a party satisfies the Director that reasonable efforts have been made to serve any other party by personal service or by registered mail, and the efforts have been unsuccessful, the Director may authorize substituted service, which may be effected by the party leaving the documents

(a) at the other party's place of business; or

(b) where the other party is a landlord, with the superintendent responsible for the residential premises or with the property manager at the address noted on the lease; or

(c) where the other party is a tenant, with the tenant's next of kin as noted on the lease; or

(d) in any other manner satisfactory to the Director.

**(4)** Proof of service may be in Form L: Affidavit of Service.

**Subsection 25(4) amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Subsection 25(5) repealed: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Section 25 added: O.I.C. 97-629, N.S. Reg. 132/97.**

**Notice of rent increase for manufactured home space**

**25A** A notice of rent increase for a manufactured home space under subsection 11A(1) of the Act must be in Form M: Notice of Rent Increase for Manufactured Home Space.

**Section 25A added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Annual allowable rent increase amount in land-lease communities**

**25B(1)** In this Section, “Consumer Price Index” means the all-items Consumer Price Index for Nova Scotia, not seasonally adjusted, published by Statistics Canada.

(2) For the purpose of subsection 11B(1) of the Act, a landlord of a land-lease community shall not impose a rent increase in the land-lease community by an amount that is greater than the annual allowable rent increase amount calculated in accordance with subsection (3) and published by Service Nova Scotia and Municipal Relations on its website by March 1 of the preceding year.

(3) The formula for calculating the annual allowable rent increase amount is  $(X + Y) \div 2$ , in which, subject to subsection (4),

(a)  $X$  = the annual average percentage change for the Consumer Price Index for the calendar year that immediately precedes the date the annual allowable rent increase amount is published in accordance with subsection (2); and

(b)  $Y$  = the annual average percentage change for the Consumer Price Index for the calendar year that immediately precedes the calendar year referred to in clause (a).

(4) If the annual average percentage change for 1 of the calendar years referred to in the formula in subsection (3) is a negative value, the annual average percentage change to be used for that calendar year in calculating the annual allowable rent increase amount is 0.0 %.

(5) For greater certainty, an annual allowable rent increase amount is valid for rent increases with an effective date from January 1 to December 31 of the calendar year following the date the amount is published in accordance with subsection (2).

(6) Despite subsections (2) and (3), if, after the date this Section comes into force, a landlord of a land-lease community gives a tenant notice of a rent increase that has an effective date during the 2013 calendar year, the annual allowable rent increase amount for that increase is 3.0%, which in accordance with subsection 11B(1) of the Act is the maximum amount that the landlord may impose for that rent increase.

**Section 25B added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**When rent increase lower than annual allowable rent increase amount**

**25C** A landlord who imposes a rent increase that is less than the annual allowable rent increase amount shall not carry forward the unused portion to apply to a future calendar year, but the landlord may, for the next calendar year, apply to the Director under subsection 11B(2) of the Act and Section 25D of these regulations for permission to increase rent by an amount that is greater than the annual allowable rent increase amount.

**Section 25C added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Application for rent increase greater than annual allowable rent increase amount**

**25D(1)** In this Section, “application” means an application to the Director under subsection 11B(2) of the Act by a landlord of a land-lease community for permission to increase rents in the land-lease community by an amount that is greater than the annual allowable rent increase amount.

(2) An application must be in Form N: Application to Director—Rent Increase Greater Than Annual Allowable Rent Increase Amount, and must be filed with the Director together with

(a) a completed Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rent Increase Amount; and

(b) payment of the application fee set out in Section 33 of these regulations.

(3) At least 7 months before the tenant’s anniversary date, a landlord shall serve each tenant named in the application with both of the following documents in the manner set out in subsection (4):

(a) a copy of the application;

(b) a Notice of Rent Increase for Manufactured Home Space in Form M.

(4) A landlord shall serve the documents referred to in subsection (3) on each tenant named in the application by personal service, registered mail or substituted service authorized by the Director under subsection 25(3) of these regulations, and the landlord shall return a copy of the sworn affidavit of service in the form attached to Form N to the Director no later than 14 days after the deadline for service set out in subsection (3).

(5) If the deadline for service set out in subsection (3) is not met or if the documents are not served as required by subsection (4), the application is deemed to be withdrawn with respect to the tenants who were not properly served as required by those subsections.

(6) If a tenant named in an application wishes to review the Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rent Increase Amount provided by the landlord to the Director, the tenant may contact the Director to make arrangements to review the form.

(7) If a tenant named in an application wishes to make submissions to the Director in response to the application, the tenant shall provide their submissions, in writing, and any supporting documentation to the Director no later than 14 days after the deadline for service set out in subsection (3).

(8) Any submissions provided by a tenant to the Director in accordance with subsection (7) are forwarded by the Director to the landlord.

(9) If a landlord wishes to respond to any submissions made by a tenant, the landlord shall provide their response, in writing, and any supporting documentation to the Director no later than 14 days after receiving the tenant's submissions from the Director.

(10) The Director may require a landlord to submit additional documentation to support the landlord's financial information submitted on Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rent Increase Amount.

(11) In determining the appropriate rent increase amount on an application, the Director shall not conduct an oral hearing but shall consider all of the following:

- (a) the application and Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rent Increase Amount filed by the landlord;
- (b) any written submissions and supporting documentation provided by a tenant under subsection (7);
- (c) any written response and supporting documentation provided by the landlord under subsection (9);
- (d) any additional supporting documentation provided by the landlord under subsection (10);
- (e) the guidelines set out in Sections 26 to 32 of these regulations.

(12) The Director shall, within a reasonable time frame, make a written order in accordance with Section 17A of the Act determining the rent increase amount, and the order is mailed to the landlord and to all tenants who are subject to the rent increase amount.

(13) The Director may do any of the following in an order determining a rent increase amount:

- (a) grant the rent increase amount requested by the landlord;
- (b) refuse the rent increase amount requested by the landlord;
- (c) order some other rent increase amount not exceeding the amount requested by the landlord in the application.

**Section 25D added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Guidelines for Review of Application for Rent Increase Greater than Annual Allowable Rent Increase Amount for Land-lease Communities**  
**Centred heading before Section 26 replaced: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Director's considerations**

**26 (1)** When making a determination on an application pursuant to subsections 11B(2) and (3) of the Act and Section 25D of these regulations for permission to increase rent in a land-lease community by an amount greater than the annual allowable rent increase amount, the Director shall consider the following:

(a) **income** — total potential income at 100% occupancy of the land-lease community and any other income generated through and in relation to land-lease community operation;

**Clause 26(1)(a) amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

(b) **operating expenses** — include the regular expenses necessary to operate the land-lease community;

**Clause 26(1)(b) amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Clause 26(1)(c) repealed: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Subsection 26(1) amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

(2) In determining amounts for purposes of clause (1)(b) the Director shall also consider Sections 27 to 32.

**Subsection 26(2) amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Section 26 added: O.I.C. 97-629, N.S. Reg. 132/97.**

**Income and operating expenses**

**27** The Director shall consider the income and operating expenses referred to in Section 26 for each of the following periods:

(a) the calendar year that immediately preceded the date the annual allowable rent increase amount was published in accordance with subsection 25B(2) of these regulations; and

(b) the calendar year that immediately preceded the calendar year referred to in clause

(a).

**Section 27 added: O.I.C. 97-629, N.S. Reg. 132/97; replaced: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Expenses included as operating expenses**

**28** For the purposes of clause 26(b) and Section 27 of these regulations, operating expenses include all of the following:

(a) the following general administration and insurance expenses:

(i) management fee,

(ii) staff wages,

(iii) office supplies and equipment,

(iv) office utilities,

(v) other fees directly related to business operations,

(vi) property and liability insurance;

(b) the following utilities:

(i) water and sewer,

(ii) electricity,

(iii) oil,

(iv) natural gas;

(c) the following grounds and maintenance services expenses:

(i) road maintenance,

(ii) common area and playground maintenance,

(iii) water and sewer testing and maintenance,

(iv) electrical maintenance,

(v) landscaping,

(vi) snow removal,

(vii) garbage removal;

(d) the following miscellaneous maintenance and services expenses:

(i) general equipment and vehicle maintenance,

(ii) pest control,

(iii) security;

(e) property taxes;

(f) any operating expense that the Director determines to be reasonable compared to industry norms.

**Section 28 added: O.I.C. 97-629, N.S. Reg. 132/97; replaced: O.I.C. 2005-215, N.S. Reg. 115/2005; O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Unused portion of annual allowable rent increase amount for previous calendar year**

**28A** The Director shall consider any unused portion of the annual allowable rent increase amount for the previous calendar year, but the Director shall not allow any unused portion of an annual allowable rent increase amount for a year that precedes the previous calendar year.

**Section 28A added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Expenses not allowed**

**29** The Director shall disallow any of the following expenses:

(a) any expense incurred in the preparation and presentation of an application under subsection 11B(2) of the Act and Section 25D of these regulations for permission to increase rent in a land-lease community by an amount greater than the annual allowable rent increase amount;

**Clause 29(a) amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

(b) any expenses that do not relate to the rental property;

(c) any expense or portion thereof that the Director determines is incurred as a result of a non-arms length transaction;

(d) any expense incurred in complying with any statutory enactment, unless the Director determines that the expense should be allowed in the circumstances;

**Clause 29(d) amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

(e) any debt servicing expense incurred for any other purpose than completing capital cost items in the land-lease community;

**Clause 29(e) amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

(f) any expense that is not substantiated; or

(g) any expense that the Director determines to be unreasonable compared to industry norms.

**Section 29 added: O.I.C. 97-629, N.S. Reg. 132/97; amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Management fee**

**30 (1)** A management fee is a justified expense whether paid to another individual or to the landlord.

(2) The maximum allowable management fee that may be considered by the Director for each of

the 2 calendar years that immediately precede the date the annual allowable rent increase amount is published in accordance with subsection 25B(2) is 5% of total income at 100% occupancy.

**Subsection 30(2) amended: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Section 30 added: O.I.C. 97-629, N.S. Reg. 132/97.**

**Capital costs**

**31 (1)** All renovations, improvements and major repairs are considered capital costs.

(2) Consideration is given to the cost of the item and financing for a reasonable period of time divided by the expected life.

(3) The life expectancy guide attached as Schedule "A" and forming part of these regulations shall be used unless a landlord can substantiate to the satisfaction of the Director a shorter life expectancy.

(4) When projecting the interest rate to be applied to the funds required to finance a capital cost, the prime rate at the time of the review is to be used unless evidence is presented to substantiate another rate and that rate is determined by the Director to be reasonable.

**Section 31 added: O.I.C. 97-629, N.S. Reg. 132/97.**

**Difference between actual and projected capital costs**

**32** If in a past year the Director allowed a rent increase that was greater than the annual allowable rent increase amount and was based in part or in whole on projected capital costs, the Director shall compare the projected capital costs and the actual capital costs and may consider any difference.

**Section 32 added: O.I.C. 97-629, N.S. Reg. 132/97; replaced: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Fees**

**Centred heading after Section 32 added: O.I.C. 2012-303, N.S. Reg. 178/2012.**

**Fee for application to Director**

**33** The fee for an application to the Director is \$30.25.

**Section 33 added: O.I.C. 97-629, N.S. Reg. 132/97; heading amended: O.I.C. 2012-303, N.S. Reg. 178/2012; amended: O.I.C. 2013-105, N.S. Reg. 154/2013.**

## Forms

**Standard form of lease**

**34** A standard form of lease under subsection 7(2) of the Act and clause 26(1)(c) of the Act must be in Form P: Standard Form of Lease.

**Section 34 added: O.I.C. 97-629, N.S. Reg. 132/97; replaced: O.I.C. 2012-303, N.S. Reg. 178/2012.**

## Prescribed forms

**35** The forms listed in the following table and as attached to these regulations are prescribed to be used for the purposes stated:

**Section 35 added: O.I.C. 97-629, N.S. Reg. 132/97; replaced: O.I.C. 2012-303, N.S. Reg. 178/2012; amended O.I.C. 2013-331, N.S. Reg. 304/2013.**  
**Section 36 added: O.I.C. 97-629, N.S. Reg. 132/97; repealed: O.I.C. 2012-303, N.S. Reg. 178/2012.**  
**Section 37 repealed: O.I.C. 2003-32, N.S. Reg. 20/2003.**  
**Section 38 added: O.I.C. 97-629, N.S. Reg. 132/97; repealed: O.I.C. 2012-303, N.S. Reg. 178/2012.**  
**Quotation marks removed from “Form “A”” and “Form “B””: O.I.C. 2012-303, N.S. Reg. 178/2012.**

<b>Form</b>	<b>Purpose of Form</b>
<b>A</b>	Inventory of tenant’s abandoned personal property under subsection 5(3) of Act and Section 23 of regulations
<b>B</b>	Accounting of sale of abandoned personal property under Section 24B of regulations
<b>C</b>	Tenant’s notice to quit under subsection 10(1) or (3) of Act
<b>D</b>	Landlord’s notice to quit for rental arrears under subsection 10(6) of Act
<b>E</b>	Landlord’s notice to quit for breach of statutory condition under subsections 10(7B) and 10(7C) of Act
<b>F</b>	Landlord’s notice to quit under subsection 10(7) or (7A), clause 10(8)(a), (b) or (c) or clause 10(9)(c) of Act
<b>G</b>	Tenant’s notice to quit for early termination under Section 10B, 10C or 10D of Act
<b>H</b>	Physician’s certificate under Section 10B or 10C of Act
<b>I</b>	Notice to quit by personal representative under Section 10E of Act
<b>J</b>	Application to the Director under Section 13 of Act
<b>K</b>	Application to the Director respecting rental arrears under subsections 10(6D) and (6E) and Section 13 of Act
<b>L</b>	Affidavit of service under subsection 25(4) of regulations
<b>M</b>	Notice of rent increase for manufactured home space under subsection 11A(1) of Act
<b>N</b>	Application to Director under subsection 11B(2) of Act and Section 25D of regulations for permission to increase rent in land-lease community by amount greater than annual allowable rent increase amount
<b>O</b>	Financial information in support of rent increase greater than annual allowable rent increase amount under Section 25D of regulations
<b>P</b>	Standard form of lease under subsection 7(2) and clause 26(1)(c) of Act
<b>Q</b>	Tenant’s notice to quit for domestic violence under clause 10F(1)(a) of the Act

Schedule A  
Life Expectancy Guide -- For Land-Lease Communities

ITEM		LIFE (in years)
<b>STREETS, PARKING AREAS, DRIVEWAYS, WALKWAYS</b>	<b>Asphalt</b>	<b>8 - 15</b>
	<b>Concrete</b>	<b>15</b>
	<b>Gravel</b>	<b>10</b>
	<b>Interlocking Brick</b>	<b>20</b>
<b>FENCES</b>	<b>Wood</b>	<b>8 - 15</b>
	<b>Steel</b>	<b>15 - 25</b>
<b>ROOFS</b>	<b>Flat</b>	<b>10 - 15</b>
	<b>Sloped (Shingled)</b>	<b>15 - 20</b>
<b>ELECTRICAL</b>	<b>Light fixtures</b>	<b>10 - 15</b>
	<b>Panels and distribution</b>	<b>20 - 30</b>
	<b>Smoke detectors and fire alarms</b>	<b>10 - 20</b>

Schedule A added: O.I.C. 97-629, N.S. Reg. 132/97; amended: O.I.C. 2012-303, N.S. Reg. 178/2012

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Form B

Form "B"  
Accounting of Sale of Abandoned  
Personal Property

Landlord	Address
Landlord's telephone/fax number	Tenant
Rental unit	
Tenancy began	Tenancy ended

Present address of tenant (*if known*) or of a person listed as next of kin on lease.

Total proceeds of sale	\$(1) _____	
<b>Expenses</b>	<b>Amount</b>	
Removal	\$ _____	
Storage	_____	
Advertising	_____	
Sale costs ( <i>specify</i> ) _____	_____	
Other ( <i>specify</i> ) _____	_____	
Total expenses	\$(2) _____	
<b>Less</b>		
Amount awarded to landlord by order of the Director or order of the Small Claims Court	\$(3) _____	
Expenses ( <i>enter amount from line 2</i> )	\$(4) _____	
Total ( <i>add lines 3 and 4</i> )	\$(5) _____	\$(5) _____
Net proceeds (subtract line 5 from line 1 and enter on line 6)		\$(6) _____
Net proceeds enclosed	\$ _____	

**Please make cheque payable to the Public Trustee if net proceeds are shown.**

I certify all information given to be true, correct and complete to the best of my knowledge:	
_____ Signature of Landlord	_____ Date
_____ Witness	_____ Date

**Residential Tenancies - Inventory of Goods and Proceeds of Sale**

Description of articles placed in storage	Method of disposition	Amount sold for
	Total	\$

Rev 11/12

### Tenant’s Notice to Quit

(under subsection 10(1) or 10(3) of the Residential Tenancies Act)

To: Landlord’s name: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

My tenancy is: (check one)

Type of Tenancy	Notice to Quit Must be Given by Tenant
<input type="checkbox"/> year to year	at least 3 months before the end of any year (see clause 10(1)(a) of the Act)—a year for this purpose begins on the anniversary date
<input type="checkbox"/> month to month	at least 1 month before the end of any month (see clause 10(1)(b) of the Act)
<input type="checkbox"/> week to week	at least 1 week before the end of any week (see clause 10(1)(c) of the Act)
<input type="checkbox"/> manufactured home space	at least 1 month before the termination of the tenancy (see clause 10(3)(b) of the Act)

I give notice that I am terminating my tenancy on \_\_\_\_\_  
(date: month/day/year)

Security deposit return: (check one)

- I will make arrangements at a future time for the return of my security deposit.
- Please return my security deposit to me at the forwarding address below:

\_\_\_\_\_  
(street number, street name, apt. number)

\_\_\_\_\_  
(city/town) (province)

\_\_\_\_\_  
(postal code)

Date: \_\_\_\_\_ Tenant’s signature: \_\_\_\_\_

Tenant’s name: \_\_\_\_\_  
(print)

**Tenant: Keep a copy of this form for your records.**

Form D

**Landlord’s Notice to Quit for Rental Arrears**  
(under subsection 10(6) of the *Residential Tenancies Act*)

To: Tenant’s name(s): \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

Your tenancy is terminated on \_\_\_\_\_ (termination date: month/day/year) and you must vacate the residential premises by that date for the following reason:

Your rent was 15 days overdue as of \_\_\_\_\_. Your monthly rent payment of \$\_\_\_\_\_ was due on \_\_\_\_\_. You owe total rental arrears of \$\_\_\_\_\_, calculated as follows:

Rent Period		Rent Owing \$	Rent Paid \$	Rental Arrears \$
From:	To:			
<b>Total Rental Arrears Owing</b>				<b>\$</b>

Date: \_\_\_\_\_

Landlord’s name: \_\_\_\_\_  
(print)

Landlord’s civic address: \_\_\_\_\_  
(street number) (street name)

\_\_\_\_\_  
(city/town) (province)

Landlord’s signature: \_\_\_\_\_

**Important Information for Tenants**

Within 15 days after receiving this Notice to Quit, you may:

(a) pay the landlord the total rental arrears shown above. If you do so, this Notice to Quit is void and of no effect.

**OR**

(b) apply to the Director for an order setting aside this Notice to Quit by filing an Application to Director in Form J. You may obtain a copy of the Application to Director form at an Access Nova Scotia office or on the Service Nova Scotia and Municipal Relations website.

If you do not pay the rental arrears or file an Application within 15 days after receiving this Notice to Quit, your tenancy is terminated and you must vacate the premises by the termination date shown above, and your landlord may apply to the Director for any one or more of the following:

- an order for you to vacate the premises;
- an order requiring you to pay your landlord any rent owing for the month in which this Notice to Quit was given to you and any rental arrears for previous months;
- an order permitting your landlord to retain your security deposit and interest to be applied against any rent found to be owing and in arrears.

**The Director is authorized to make the order without holding a hearing.**  
(See subsections 10(6A), 10(6B), 10(6C), 10(6D) and 10(6E) of the Act)

**Landlord: keep a copy of this notice for your records.**

**Landlord’s Notice to Quit—Breach of Statutory Condition**  
(under subsections 10(7B) and 10(7C) of the Residential Tenancies Act)

To: Tenant’s name: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

Your tenancy is terminated and you must vacate the premises on \_\_\_\_\_  
(date: month/day/year)

I am giving you this notice because you have breached the following statutory condition(s): (check applicable box)

- Good behaviour (statutory condition 3 of subsection 9(1) of the Act).  
Details: \_\_\_\_\_
- Obligation of the tenant (statutory condition 4 of subsection 9(1) of the Act).  
Details: \_\_\_\_\_
- Subletting premises without consent of the landlord (statutory condition 5 of subsection 9(1) of the Act). The unapproved subtenant must also vacate the premises.  
Details: \_\_\_\_\_
- Compliance with municipal by-laws in respect of the tenant’s manufactured home in a land-lease community (statutory condition 5 of subsection 9(2) of the Act).  
Details: \_\_\_\_\_

Date: \_\_\_\_\_ Landlord’s name: \_\_\_\_\_

(print)

Landlord’s civic address: \_\_\_\_\_

(street number) (street name)

(city/town) (province)

Landlord’s signature: \_\_\_\_\_

**Landlord: Please Note**

- You must give at least 30 days’ notice to a tenant in a land-lease community.
- You must give at least 15 days’ notice to any other tenant.

(See subsections 10(7B) and 10(7C) of the Act.)

**Important Information for Tenants**

If you do not agree that you breached the statutory condition, you may file an Application to Director in Form J for an order setting aside this Notice to Quit.

(See subsection 10(7D) of the Act)

**Landlord: keep a copy of this form for your records.**

Form F

**Landlord’s Notice to Quit—Additional Circumstances**

(under subsection 10(7) or (7A), clause 10(8)(a), (b) or (c), or clause 10(9)(c) of the *Residential Tenancies Act*)

To: Tenant’s name: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

**I hereby give you notice that your tenancy is terminated on \_\_\_\_\_ (date: month/day/year) must vacate the premises by that date because:**

\_\_\_\_\_  
*(specify the reason for giving this notice to quit)*

Date: \_\_\_\_\_

Landlord’s name: \_\_\_\_\_  
*(print)*

Landlord’s civic address: \_\_\_\_\_  
*(street number) (street name)*

\_\_\_\_\_  
*(city/town) (province)*

Landlord’s signature: \_\_\_\_\_

<b>Important Information</b>
<p>See the following provisions of the <i>Residential Tenancies Act</i> for the circumstances in which a landlord may give a tenant this Notice to Quit:</p> <ul style="list-style-type: none"> <li>• subsection 10(7)</li> <li>• subsection 10(7A)</li> <li>• clauses 10(8)(a), (b) and (c)</li> <li>• clause 10(9)(c)</li> </ul>

**Landlord: keep a copy of this form for your records.**

**Tenant’s Notice to Quit—Early Termination of Tenancy**  
(under Section 10B, 10C or 10D of the Residential Tenancies Act)

To: Tenant’s name: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

**I am giving one month’s notice that I am terminating my tenancy on \_\_\_\_\_ (date: month/day/year)**  
**because:** *(check one)*

- A significant deterioration of my health has reduced my income so that I can no longer pay my rent in addition to my other reasonable expenses (Section 10B of the Act). I am attaching a Physician’s Certificate in Form H
- A significant deterioration of my health has, in the opinion of my physician, resulted in my inability to continue the lease or makes these residential premises inaccessible to me (Section 10C of the Act). I am attaching a Physician’s Certificate in Form H.
- I have been accepted into a nursing home or home for special care on a permanent basis (Section 10D of the Act). I am attaching a letter from the nursing home or home for special care confirming this.

**Check applicable box:**

- No other tenants reside in the residential premises.
- I am attaching proof that I have served all of my co-tenants with a copy of this Notice to Quit.

**Security deposit return:** *(check one)*

- I will make arrangements at a future time for the return of my security deposit.
- Please return my security deposit to me at the forwarding address below:

\_\_\_\_\_  
*(print)*

\_\_\_\_\_  
*(street number, street name, apt. number)*

\_\_\_\_\_ *(city/town)* \_\_\_\_\_ *(province)*

Date: \_\_\_\_\_

Tenant’s signature: \_\_\_\_\_

Tenant’s name: \_\_\_\_\_  
*(print)*

**Note to Tenant: Proof of Service of All Co-Tenants**

Where other tenants reside in the same residential premises, you must serve all the tenants in the same residential premises (your “co-tenants”) with a copy of this Notice to Quit at least 1 month before the termination of tenancy. You must give the landlord proof of service of all your co-tenants with a copy of this Notice to Quit, which means that for each co-tenant, you must give your landlord either:

- an Acknowledgment of Service, in the form attached, signed by each co-tenant acknowledging that they have been served with a copy of this Notice to Quit;

**OR**

- a sworn Affidavit of Service, in the form attached, for each co-tenant saying how you served a copy of this Notice to Quit on them.

(See subsections 10B(1), 10B(3), 10C(1), 10C(3), 10D(1) and 10D(3) of the Act and Section 4F of the regulations).

**Important Information for All Co-Tenants**

This notice means that our tenancy is terminated on the date of termination of tenancy listed above. You may make arrangements with our landlord to sign a new lease. The landlord cannot refuse to sign a new lease without a valid reason. Please contact the landlord to make arrangements to do this. If you do not make arrangements with the landlord, you must vacate the premises by the date of termination of tenancy listed above.

(See subsections 10B(2), 10C(2) and 10D(2) of the Act)

**Tenant: Keep a copy of this form and attachments for your records.**

**Acknowledgment of Service**

Name of co-tenant (*print*): \_\_\_\_\_

I acknowledge that I have been served with a copy of the attached Tenant’s Notice to Quit–Early Termination of Tenancy.

\_\_\_\_\_ *Date*

\_\_\_\_\_ *Co-tenant’s signature*

**Acknowledgment of Service**

Name of co-tenant (*print*): \_\_\_\_\_

I acknowledge that I have been served with a copy of the attached Tenant’s Notice to Quit–Early Termination of Tenancy.

\_\_\_\_\_ *Date*

\_\_\_\_\_ *Co-tenant’s signature*

**Acknowledgment of Service**

Name of co-tenant (*print*): \_\_\_\_\_

I acknowledge that I have been served with a copy of the attached Tenant’s Notice to Quit–Early Termination of Tenancy.

\_\_\_\_\_ *Date*

\_\_\_\_\_ *Co-tenant’s signature*

**Acknowledgment of Service**

Name of co-tenant (*print*): \_\_\_\_\_

I acknowledge that I have been served with a copy of the attached Tenant’s Notice to Quit–Early Termination of Tenancy.

\_\_\_\_\_ *Date*

\_\_\_\_\_ *Co-tenant’s signature*

**Affidavit of Service**

**Re: Tenant’s Notice to Quit–Early Termination of Tenancy**

I, \_\_\_\_\_ (name), of \_\_\_\_\_ (civic address) in the County of \_\_\_\_\_, Nova Scotia, make oath that on \_\_\_\_\_ (day of the week), the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served \_\_\_\_\_ (name of person served) with a true copy of the attached Tenant’s Notice to Quit–Early Termination of Tenancy: (check applicable box)

by personal service at \_\_\_\_\_ (place of service) at \_\_\_\_\_ am/pm.

**OR**

by registered mail to \_\_\_\_\_ (address), and the receipt is attached.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sworn to before me at \_\_\_\_\_, )  
in the County of \_\_\_\_\_, )  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )

\_\_\_\_\_) )  
\_\_\_\_\_) )  
A Barrister or Commissioner of the Supreme ) Signature \_\_\_\_\_  
Court of Nova Scotia ) Print name: \_\_\_\_\_

- This affidavit must be completed by the person who served the document.
- Attach the receipt if you serve the document by registered mail.
- Sign in the presence of a lawyer or commissioner of oaths. (Many Service Nova Scotia and Municipal Relations staff are Commissioners.)

Form H

**Physician’s Certificate—Termination of Tenancy for Health Reasons**

(under Section 10B or 10C of the *Residential Tenancies Act*)

**Physician information:**

This form requires you to certify that your patient has a significant deterioration of health that prevents them from continuing to reside in their residential premises. **By signing this form, you are providing evidence that will permit your patient to terminate his or her lease.**

Tenant name: \_\_\_\_\_

Tenant telephone: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

Landlord name: \_\_\_\_\_

Landlord telephone: \_\_\_\_\_

**Early termination of the lease must be in accordance with Section 10B or 10C of the *Residential Tenancies Act*, as printed at the bottom of this form.**

I, \_\_\_\_\_, hereby certify that I have examined the above-named tenant, \_\_\_\_\_  
\_\_\_\_\_, and that s/he has suffered a significant deterioration of health that: *(check applicable box)*

- has resulted in a reduction of the tenant’s income so that the tenant can no longer pay his/her rent in addition to the tenant’s other reasonable expenses.
- results in the inability of the tenant to continue the lease.
- renders the residential premises inaccessible to the tenant.

Date: \_\_\_\_\_ Physician’s signature: \_\_\_\_\_

Physician’s name \_\_\_\_\_  
*(print)*

**Early termination upon income reduction**

**10B(1)** Notwithstanding Section 10, where the income of a tenant, or one of a group of the tenants in the same residential premises, is so reduced because of a significant deterioration of a tenant’s health that it is not reasonably sufficient to pay the rent in addition to the tenant’s other reasonable expenses, or if there is more than one tenant, the tenant’s portion of the rent and other reasonable expenses, the tenant may terminate a year-to-year or fixed-term tenancy by giving the landlord

- (a) one month’s notice to quit, in the form prescribed by regulation;
- (b) a certificate of a medical practitioner, in the form prescribed by regulation, evidencing the significant deterioration of health; and
- (c) proof of service, in the form prescribed in the regulations, of all the tenants in the same residential premises with a copy of the notice to quit.

- (2) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises, but the other tenants may enter a new landlord and tenant relationship with the landlord with the consent of the landlord, which consent must not be arbitrarily or unreasonably withheld.
- (3) Where other tenants reside in the same residential premises, the tenant seeking to terminate a tenancy pursuant to this Section shall serve all the tenants in the same residential premises with a copy of the notice to quit at least one month before the termination of tenancy.

**Early termination for health reasons**

- 10C(1)** Notwithstanding Section 10, where a tenant or a family member residing in the same residential premises in a year-to-year or fixed-term tenancy has suffered a significant deterioration in health that, in the opinion of a medical practitioner, results in the inability of the tenant to continue the lease or where the residential premises are rendered inaccessible to the tenant, the tenant may terminate the tenancy by giving the owner
- (a) one month's notice to quit, in the form prescribed in the regulations;
  - (b) a certificate of a qualified medical practitioner, in the form prescribed by regulation, evidencing the significant deterioration of health; and
  - (c) proof of service, in the form prescribed by regulation, of all the tenants in the same residential premises with a copy of the notice to quit.
- (2) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises, but the other tenants may enter a new landlord and tenant relationship with the landlord with the consent of the landlord, which consent must not be arbitrarily or unreasonably withheld.
  - (3) Where other tenants reside in the same residential premises, the tenant seeking to terminate a tenancy pursuant to this Section shall serve all the tenants in the same residential premises with a copy of the notice to quit at least one month before the termination of tenancy.

Form I

**Notice to Quit—Early Termination of Tenancy by  
Personal Representative**  
(under Section 10E of the Residential Tenancies Act)

To: Landlord's name: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

I am the personal representative of \_\_\_\_\_ (name of former tenant), now deceased.

I am giving one month's notice to terminate the tenancy on \_\_\_\_\_ (date: month/day/year)  
under Section 10E of the Residential Tenancies Act.

**Security deposit return:** (check one)

- I will make arrangements at a future time for the return of the security deposit.
- Please return any security deposit to the estate at the forwarding address below:

\_\_\_\_\_ (street number, street name, apt. number)

\_\_\_\_\_ (city/town) \_\_\_\_\_ (province)

\_\_\_\_\_ (postal code)

Date: \_\_\_\_\_ Representative's signature: \_\_\_\_\_

Representative's name: \_\_\_\_\_ (print)

**Tenant's representative: Keep a copy of this form for your records.**

Form "J"

FILE NUMBER: \_\_\_\_\_

APPLICATION TO DIRECTOR

(under Section 13 of the Residential Tenancies Act)

Notice of Hearing (to be completed by staff)	
You are required to attend the hearing to be held at _____ in _____, Nova Scotia on _____, the _____ day of _____, at _____ am/pm.	
You may inquire about this Application by contacting the Residential Tenancy Officer by telephone at _____, by fax at _____, or by e-mail at _____.	
Residential Tenancy Officer _____	Date _____

Filed By:  
(Applicant)

name (first name, initial, last name or company name) \_\_\_\_\_

<input type="checkbox"/> Landlord	_____ (_____) _____
<input type="checkbox"/> Tenant	street number, street name, apt. number _____ home phone _____
	city/town, postal code _____ business/other phone _____
	mailing address (if different) _____ e-mail address _____

Against:  
(Respondent)

name (first name, initial, last name or company name) \_\_\_\_\_

<input type="checkbox"/> Landlord	_____ (_____) _____
<input type="checkbox"/> Tenant	street number, street name, apt. number _____ home phone _____
	city/town, postal code _____ business/other phone _____
	mailing address (if different) _____ e-mail address _____

Regarding:

civic address of rental unit (street number, street name, apt. number, city/town, postal code) \_\_\_\_\_

Information about the Lease

Date tenant moved in: \_\_\_\_\_ Date tenant moved out (if applicable): \_\_\_\_\_

Has notice to quit been given?  No  Yes It was given by  Landlord  Tenant

Date notice to quit given \_\_\_\_\_ (YYYY/MM/DD) Notice to quit is effective on \_\_\_\_\_ (YYYY/MM/DD)

Is there a written lease:  No  Yes (Please attach a copy of the lease.)

Term of Lease:  Year-to-year  Month-to-month  Week-to-week  Fixed-term

Rent due: \$ \_\_\_\_\_ each \_\_\_\_\_ (week, month)

Did the landlord provide the tenant with a copy of the Residential Tenancies Act?  Yes  No

Did the landlord provide the tenant with a copy of the lease?  Yes  No

Was a security deposit paid?  Yes  No If yes, amount: \$ \_\_\_\_\_ Date paid: \_\_\_\_\_

Details of Application

This is an application for:  
(Please check all that apply. Please provide a full description of the reasons for your application. Use an additional sheet if necessary.)

If the Applicant is the tenant:

Termination of tenancy

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Return of security deposit

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---

---

Compliance with a lease or the Act

---

---

---

Repairs

---

---

---

Setting aside a notice to quit given by the landlord

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---

---

Payment of money     relief from rent owing     compensation for expenses incurred

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---

---

Other:

---

---

---

**If the Applicant is the landlord:**

Termination of tenancy and vacant possession

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---

---

Payment of money     unpaid rent     damages to property     other

---

---

---

Retention of security deposit

---

---

---

Compliance with a lease or the Act

---

---

---

Other:

---

---

---

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**Respondents—Please Note Important Information**

This application has been filed with the Director of Residential Tenancies.

- The Director has authorized the Residential Tenancy Officer to investigate and attempt to mediate the dispute. If there is no mediation, the Residential Tenancy Officer will make a decision within 14 days.
- Mediation means that the parties discuss the dispute and come to an agreement on how best to resolve it. The Residential Tenancy Officer will encourage mediation and help you and the applicant discuss the matter so you may resolve the dispute.
- If you come to an agreement, the Residential Tenancy Officer will prepare a written settlement for both parties to sign. There can be no appeal of the settlement.
- If you are not able to come to an agreement, the Residential Tenancy Officer will hold the hearing and decide the issue within 14 days. See Notice of Hearing.
  - You should bring all information about the dispute to the hearing, for example, letters, receipts and photos (3 copies).
  - You may bring witnesses if you wish. Witnesses should have first-hand knowledge of the situation.
  - If you wish to show electronic evidence, you must bring the equipment needed to display it at the hearing.
- The Director's order that the Residential Tenancy Officer issues will be based on information obtained during the Officer's investigation, your mediation efforts and evidence presented at the hearing, if the hearing is necessary.
- If you do not attend the hearing, the Residential Tenancy Officer is authorized to issue an order based on information obtained during the Officer's investigation and from the Applicant.

Form K

File Number: \_\_\_\_\_

**Application to Director—Rental Arrears**

(under subsections 10(6D) and 10(6E) and Section 13 of the *Residential Tenancies Act*)

Important Information
<p>This form may be used only if all of the following apply:</p> <ul style="list-style-type: none"> <li>• The landlord has served a Notice to Quit for Rental Arrears under subsection 10(6) of the Act on the tenant after the rent was in arrears for 15 days.</li> <li>• 15 days have elapsed since the Notice to Quit was served.</li> <li>• The tenant has not paid the rental arrears.</li> <li>• The tenant has not applied to the Director to have the Notice to Quit set aside.</li> </ul> <p>If you wish to claim for rental arrears for months after the month in which the Notice to Quit for Rental Arrears was given or for damage to the rental unit, you may not use this application form. Please complete an Application to Director in Form J.</p>

**Filed By:** (Applicant—Landlord)

\_\_\_\_\_

*name (first name, initial, last name or company name)*

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

*street number, street name, apt. number* *home phone*

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

*city/town, postal code* *business/other phone*

\_\_\_\_\_ \_\_\_\_\_

*mailing address (if different)* *e-mail address*

**Against:** (Respondent—Tenant)

\_\_\_\_\_

*name (first name, initial, last name or company name)*

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

*street number, street name, apt. number* *home phone*

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_

*city/town, postal code* *business/other phone*

\_\_\_\_\_ \_\_\_\_\_

*mailing address (if different)* *e-mail address*

**Regarding:** \_\_\_\_\_

*civic address of rental unit (street number, street name, apt. number, city/town, postal code)*

**Details of Application**

**This is an application for:** *(check all that apply)*

Vacant possession

Payment of rent owing for the month in which the Notice to Quit for Rental Arrears was given and any rent in arrears for months previous to that month

Retention of security deposit and interest to be applied against rent found to be owing for the month in which the Notice to Quit for Rental Arrears was given and any rent in arrears for months previous to that month

**Additional information: Notice to Quit for Rental Arrears**

Date Notice to Quit for Rental Arrears served on tenant(s): \_\_\_\_\_ *(date)*

Attach a copy of the Notice to Quit for Rental Arrears

Effective date of termination of tenancy: \_\_\_\_\_ *(date)*

Method of service of Notice to Quit:  Personal service  Registered mail

**Additional information: rental arrears**

Term of Lease:  Year-to-year  Month-to-month  Fixed-term

Rent due: \$ \_\_\_\_\_ each \_\_\_\_\_ *(week, month)*

Total rental arrears owing \$ \_\_\_\_\_ *(must match amount shown on Notice to Quit for Rental Arrears)*

Rent paid since Notice to Quit for Rental Arrears given: \$ \_\_\_\_\_

**Information about the Lease**

What date did the tenant move in? \_\_\_\_\_ (YYYY/MM/DD)

What date did the tenant move out? \_\_\_\_\_ (YYYY/MM/DD)

Did the landlord provide the tenant with a copy of the lease?  Yes  No

Did the landlord provide the tenant with a copy of the *Residential Tenancies Act*?  Yes  No

residential tenancies regulations

Additional information: security deposit

Was a security deposit collected?  Yes  No

Amount: \$ \_\_\_\_\_ Date paid: \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Affidavit in Support of Application

I, \_\_\_\_\_ (name) of \_\_\_\_\_ (civic address),

Nova Scotia, make oath and say as follows:

1. That on \_\_\_\_\_ (day of the week), the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served the Tenant, \_\_\_\_\_ (name of the person served), with a Notice to Quit for Rental Arrears in Form D by: (check applicable box)

personal service at \_\_\_\_\_ (place of service) at \_\_\_\_\_ am/pm.

OR

registered mail to \_\_\_\_\_ (address), and the receipt showing proof of delivery and signature confirmation is attached.

2. That I request an order for the Tenant to vacate the residential premises at:

\_\_\_\_\_ (address of rental unit)

3. That the total rent owing for the month in which the Notice to Quit for Rental Arrears was given is: \$ \_\_\_\_\_.

4. That the total rent that is in arrears for months previous to that month is: \$ \_\_\_\_\_.

5. That since the Notice to Quit for Rental Arrears was given to the Tenant, I have received: (check one)

no rent from the Tenant

OR

rent in the amount of \$ \_\_\_\_\_ from the Tenant.

6. That (check one):

the Tenant has not vacated the premises

OR

the Tenant has vacated the premises as of \_\_\_\_\_ (date).

7. That I have attached a true copy of the Notice to Quit for Rental Arrears served on the Tenant.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Sworn to before me at \_\_\_\_\_ )

in the County of \_\_\_\_\_ )

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ )

)

)

\_\_\_\_\_  
A Barrister or Commissioner of the Supreme )

Court of Nova Scotia )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name:

- Attach the receipt if you served the Notice to Quit for Rental Arrears by registered mail.
- Attach a true copy of the Notice to Quit for Rental Arrears served on the tenant.
- Sign in the presence of a lawyer or commissioner of oaths. (Many Service Nova Scotia and Municipal Relations staff are Commissioners.)

Form L

File Number: \_\_\_\_\_

**Affidavit of Service**

**Please print**

Re: Hearing date: \_\_\_\_\_ Time: \_\_\_\_\_

Place: \_\_\_\_\_

I, \_\_\_\_\_ (name), of \_\_\_\_\_ (civic address) in the County of \_\_\_\_\_, Nova Scotia, make oath that on \_\_\_\_\_ (day of the week), the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served \_\_\_\_\_ (name of person served) with a true copy of:

(check applicable box)

- Application to Director;
- Notice of Hearing;
- Other: \_\_\_\_\_ (specify)

by: (check applicable box)

personal service at \_\_\_\_\_ (place of service) at \_\_\_\_\_ am/pm (circle one).

**OR**

registered mail to \_\_\_\_\_ (address), and the receipt showing proof of delivery and signature confirmation is attached.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sworn to before me at \_\_\_\_\_ )  
 in the County of \_\_\_\_\_ )  
 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 A Barrister or Commissioner of the Supreme )  
 Court of Nova Scotia )

\_\_\_\_\_  
 Signature  
 Print name:

- This affidavit must be completed by the person who served the document.
- Sign in the presence of a lawyer or commissioner of oaths. (Many Service Nova Scotia and Municipal Relations staff are commissioners.)
- This affidavit must be received by the Department of Service Nova Scotia and Municipal Relations office before investigation and mediation will begin.

Notice of Rent Increase for Manufactured Home Space
(under Section 11A of the Residential Tenancies Act)

Landlord: Please Note
This notice must be personally served or sent by registered mail to tenants receiving a rent increase.

Land-lease community name

Land-lease community address

This notice of rent increase applies to the following manufactured home space(s) in the community: (Provide additional addresses by attaching a separate sheet.)

Annual allowable rent increase amount for rent increases with an effective date from

January 1, 20\_\_ to December 31, 20\_\_: \_\_\_\_%.

(As published by Service Nova Scotia and Municipal Relations on \_\_\_\_, 20\_\_.)

Check applicable box:

[ ] The rent increase is equal to or less than the annual allowable rent increase amount.

OR

[ ] The rent increase is greater than the annual allowable rent increase amount. An Application to the Director in Form N for permission to increase rent by an amount greater than the annual allowable rent increase amount is attached.

Present rent: \$\_\_\_\_\_

Rent increase: \$\_\_\_\_\_ (\_\_\_\_%)

New rent: \$\_\_\_\_\_

Effective date of rent increase: \_\_\_\_\_

Any change in services? \_\_\_\_\_

(The value of a discontinued service is deemed to be a rent increase—see subsection 11(5) of the Act.)

Tenants: Please Note
If the rent increase is greater than the annual allowable rent increase amount indicated above, your landlord is required to submit an Application to Director in Form N for permission to increase your rent by this amount and must provide you with a copy of the Application to Director in Form N together with this notice. There are instructions on the Application to Director in Form N outlining how you can make submissions to the Director in response to the landlord's application.

Landlord's name, address and telephone number:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Form N

Department of Service Nova Scotia and Municipal Relations

File Number: \_\_\_\_\_

**Application to Director—Rent Increase Greater Than Annual Allowable Rent Increase Amount**

(under subsection 11B(2) of the *Residential Tenancies Act* and Section 25D of the *Residential Tenancies Regulations*)

<b>Important Information</b> <i>(to be completed by staff)</i>	
<b>Important deadline for tenants:</b>	
If you wish to make submissions in writing to the Residential Tenancy Officer in response to this application, you must do so no later than _____ (date).	
<b>Important deadline for landlords:</b>	
A copy of this application along with a Notice of Rent Increase for Manufactured Home Space in Form M must be served on each tenant named in this application. Service must take place at least 7 months before the tenant's anniversary date. The landlord must return a copy of the sworn affidavit of service to the Director no later than _____ (date).	
<b>Landlords and tenants:</b>	
Both landlords and tenants may inquire about this Application by contacting the Residential Tenancy Officer by telephone at _____, by fax at _____, or by e-mail at _____.	
_____	_____
<i>Residential Tenancy Officer</i>	<i>Date</i>

**Filed By:** (Applicant—Landlord)

_____	_____
<i>name (first name, initial, last name or company name)</i>	<i>(_____) home phone</i>
_____	_____
<i>street number, street name, apt. number</i>	<i>(_____) business/other phone</i>
_____	_____
<i>city/town, postal code</i>	<i>e-mail address</i>
_____	
<i>mailing address (if different)</i>	

**Against:** (Respondent—Tenant)

Tenant(s) name(s) and civic address of manufactured home space(s) *(street number, street name, city/town, postal code)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Attach an additional sheet if necessary.)*

**Details of Application**

This is an application by the landlord for permission to increase rent by an amount that is greater than the annual allowable rent increase amount.

Number of manufactured home spaces included in this application: \_\_\_\_\_

The annual allowable rent increase amount published by Service Nova Scotia and Municipal Relations for rent increases with an effective date from January 1, 20\_\_ to December 31, 20\_\_ is \_\_\_\_\_%.

- Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rent Increase Amount has been completed in full and has been submitted with this application.

**Check applicable box:**

- The applicant is applying for permission to give the same rent increase of \_\_\_\_\_% with an effective date of \_\_\_\_\_ (month, day, year) to all tenants named in this application.

**OR**

- The applicant is applying for permission to give rent increases as set out in Appendix A to this application. (Check this box if giving different rent increases to different tenants).

**Check only if applicable:**

- The applicant is seeking to have an unused portion of the annual allowable rent increase amount from the previous calendar year (the period from January 1, 20\_\_ to December 31, 20\_\_) be considered in this application. The allowable increase for that period was \_\_\_\_%. The applicant gave an increase of \_\_\_\_% during that period, and is seeking to have the unused portion of \_\_\_\_% considered in this application.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**Tenants: Please Note  
Important Information**

This application has been filed with the Director of Residential Tenancies.

- The Director has authorized the Residential Tenancy Officer to determine the rent increase amount in response to this application.
- If you wish to review the Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rental Increase Amount or supporting documentation provided by the landlord to the Director, you may contact the Residential Tenancy Officer using the information indicated on the first page of this application.
- There will not be an oral hearing. The Director's order that the Residential Tenancy Officer issues will be based on this application, the Form O: Financial Information in Support of Rent Increase Greater Than Annual Allowable Rent Increase Amount, any written submissions and supporting documentation submitted by the landlord and tenants, and the guidelines set out in Sections 26 to 32 of the Residential Tenancies Regulations.
- If you wish to make any submissions for the Residential Tenancies Officer to consider, you must provide your submissions, in writing, and any supporting documentation to the Residential Tenancy Officer by the deadline indicated on the first page of this application. If you do not, the Residential Tenancy Officer will issue the order without your input.



### Affidavit of Service

Please print

I, \_\_\_\_\_ (name), of \_\_\_\_\_ (civic address), Nova Scotia,  
make oath and say that between \_\_\_\_\_ (date) and \_\_\_\_\_ (date), I served  
a true copy of the attached application and a Notice of Rent Increase for Manufactured Home Space in Form M on the  
following tenants of the following manufactured home spaces: (list names of all tenants served and the civic addresses of the  
manufactured home spaces; attach an additional sheet of paper if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

by: (check applicable box)

personal service

OR

registered mail, and the receipts showing proof of delivery and signature confirmation are attached.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Sworn to before me at \_\_\_\_\_, )  
in the County of \_\_\_\_\_, )  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ )

)  
)  
)  
)  
\_\_\_\_\_)  
A Barrister or Commissioner of the Supreme )  
Court of Nova Scotia )

\_\_\_\_\_  
Signature  
Print name:

- Attach the receipts if service was by registered mail.
- Sign in the presence of a lawyer or commissioner of oaths.  
(Many Service Nova Scotia and Municipal Relations staff are Commissioners.)

Form O

Financial Information In Support of a Rent Increase Greater Than Annual Allowable Rent Increase Amount

(under Section 25D of the Residential Tenancies Regulations)

Land-lease community name

Land-lease community address

Landlord information:

name (first name, initial, last name or company name)
street number, street name
city/town, postal code
mailing address (if different)
home phone
business/other phone
e-mail address

I declare that the information included in this document and in the attachments is true and complete, and that the information represents a consistent presentation for all accounting periods reported.
Signature of landlord
Date

Services Provided

Identify the services and amenities that are presently provided and paid for by the landlord and included in the rent payable.

- water, sewer, electricity, snow removal, garbage removal, community security, street lighting, additional storage area, park superintendent, other:

Are the services identified above available in identical form to all tenants? If no, briefly explain:

Calendar years to be used for financial information

For the purposes of this form, financial information must be reported for the 2 calendar years used to calculate the annual allowable rent increase amount, as follows:

- Year 1 is the calendar year that immediately precedes the publication date of the annual allowable rental increase amount used in Form M: Notice of Rent Increase for Manufactured Home Space.
Year 2 is the calendar year that immediately precedes the calendar year defined as Year 1.

Income Summary

Total (potential) income for the 2 calendar years defined above:

Year 1: 20
lots @ \$ /month = \$ x 12 = \$
Other income (parking, laundry, etc.)
Year 2: 20
lots @ \$ /month = \$ x 12 = \$
Other income (parking, laundry, etc.)
Total

## residential tenancies regulations

### Vacancy Summary

Total vacancies for the 2 calendar years defined above:

Year 1: 20\_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_      \$ \_\_\_\_\_

Year 2: 20\_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_      \$ \_\_\_\_\_

Total      \$ \_\_\_\_\_

### Expenses

Total expenses for the 2 calendar years defined above:

General administration and insurance expenses:	Year 1: 20_____	Year 2: 20_____
management fee		
staff wages		
office supplies and equipment		
office utilities		
other fees directly related to business operations		
property and liability insurance		
<b>Utilities:</b>	Year 1: 20_____	Year 2: 20_____
water and sewer		
electricity		
oil		
natural gas		
<b>Grounds and maintenance services expenses:</b>	Year 1: 20_____	Year 2: 20_____
road maintenance		
common area and playground maintenance		
water and sewer testing and maintenance		
electrical maintenance		
landscaping		
snow removal		
garbage removal		
<b>Miscellaneous maintenance and services expenses:</b>	Year 1: 20_____	Year 2: 20_____
general equipment and vehicle maintenance		
pest control		
security		
	Year 1: 20_____	Year 2: 20_____
Property taxes		





Form P

**Standard Form of Lease**  
(Residential Tenancies Act, R.S.N.S. 1989, c. 401)

**Parties**

1. This agreement is made in duplicate between

Landlord \_\_\_\_\_  
*name (first name, initial, last name or company name)*

\_\_\_\_\_ *P.O. box (if applicable)*  
*civic address (required)*

\_\_\_\_\_ *postal code*  
*city*

\_\_\_\_\_ *phone (res.)*  
*phone (bus.)*

**-and-**

Tenant(s) \_\_\_\_\_  
*name(s)*

\_\_\_\_\_ *name(s)*

\_\_\_\_\_ *name(s)*

**Occupants**

2. Other adults or children who will occupy premises

\_\_\_\_\_  
 Only those tenants and occupants named are allowed to live in the premises without written consent of the landlord.

**Premises**

3. The landlord will rent to the tenant and the tenant will rent from the landlord the premises at location

\_\_\_\_\_ *street/apt. no./city/town*

\_\_\_\_\_ *Type of property (specify)*

\_\_\_\_\_ *Tenant's mailing address (P.O. box if applicable)*

\_\_\_\_\_ *Postal code*

Tenant's phone # \_\_\_\_\_ *(work)* \_\_\_\_\_ *(home)*

**Emergency contact**

4. Next of kin \_\_\_\_\_ *emergency contact* \_\_\_\_\_ *phone # (work)* \_\_\_\_\_ *(home)*

\_\_\_\_\_ *address*

**Property manager or agent**

5. The current agent or property manager for the landlord is

\_\_\_\_\_ *name*

\_\_\_\_\_ *civic address / phone # (work) / (home)*

6. The current superintendent for the building is

\_\_\_\_\_ *name*

\_\_\_\_\_ *civic address*

\_\_\_\_\_ *phone #/emergency phone #*

**Who to serve**

7. All notices to quit or service of documents to the landlord shall be in writing and served in person, by registered mail or by any other means authorized by the Director to

the landlord/owner (and/or)  the agent or property manager or

the superintendent at the above noted addresses.

## residential tenancies regulations

**Lease type** (complete either 8A or 8B, but not both)

**Periodic lease**

8A. The tenancy is to start on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and this shall be the anniversary date as defined in the Act.

The term is to run (check one)

- from year to year
- from month to month
- from week to week

and the tenancy continues until the landlord or the tenant gives proper notice to terminate.

**OR**

**Fixed-term lease**

8B. The tenancy is for a fixed term, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Any continuation of the tenancy at the end of a fixed term requires the written consent of the landlord. At the end of the fixed term, the tenancy is finished and the tenant must vacate.

**Public housing** (check if applicable)

9.  The residential premises are administered under a public housing program as defined in clause 2(fa) of the Residential Tenancies Act. Program eligibility requirements and rules relating to changes in rent are contained in Schedule \_\_\_\_\_, attached. Where a landlord administers a public housing program, a tenant shall provide income verification in the form required by the public housing program. Tenants in a public housing program are not permitted to sublet the premises.

**Rent**

10. The tenant will pay rent of \$\_\_\_\_\_ per \_\_\_\_\_ (week/month) by:

- cash
- pre-authorized automatic withdrawal
- post-dated cheques
- cheque
- other \_\_\_\_\_ (specify)

Rent is due on the \_\_\_\_\_ day of each month/week and is payable to \_\_\_\_\_. A late payment fee, if any, shall be charged at no more than 1% per month of the monthly rental.

**Rent increases**

11. The landlord shall not increase the rent under this lease for 12 months. The rent may be increased on the anniversary date only. The landlord must give a written notice to the tenant of an increase:

- (a) 4 months before the anniversary date of a month-to-month or year-to-year lease;
- (b) 8 weeks before the anniversary date of a week-to-week lease;
- (c) 7 months before the anniversary date of a manufactured home space lease.

Note: The landlord may select a date to be the annual rent increase date for all manufactured home spaces owned or managed by the landlord. If an annual rent increase date is used, notice must be given 7 months before this date. The landlord must serve the notice of rent increase on the tenants of the land-lease community.

Where the landlord administers a public housing program and the amount of the tenant's rent is increased solely on the basis of an increase in income, the restrictions on frequency of rental increases and notice requirements do not apply.

**Rental incentive** (if any)

12. In signing this lease, the landlord has granted to the tenant the following incentives, which will remain in effect for the duration of the lease:

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The tenant is not required to repay or return any rental incentive if he or she terminates the lease before the end of the term in accordance with the provisions of the Residential Tenancies Act or sublets or assigns the residential premises to a tenant with the consent of the landlord.

**Rent includes**

13. The rent includes:

- | Appliances                              | Utilities  | Other (specify)                          |
|---|--|--|
| <input type="checkbox"/> stove          | <input type="checkbox"/> washer & dryer (coin operated)                          | <input type="checkbox"/> lawn care       |
| <input type="checkbox"/> fridge         | <input type="checkbox"/> cable service   | <input type="checkbox"/> snow removal    |
| <input type="checkbox"/> washer & dryer | <input type="checkbox"/> heat  | <input type="checkbox"/> garbage removal |
| <input type="checkbox"/> dishwasher     | <input type="checkbox"/> water   | <input type="checkbox"/> _____           |
| <input type="checkbox"/> furniture      | <input type="checkbox"/> hot water   | <input type="checkbox"/> _____           |
|   | <input type="checkbox"/> electricity   | <input type="checkbox"/> _____           |
|   | <input type="checkbox"/> parking: # of spaces _____                              | <input type="checkbox"/> _____           |
|   | space # _____; # _____   | <input type="checkbox"/> _____           |
|   | <input type="checkbox"/> facilities to separate recyclables, organics and refuse |  |

The landlord is responsible for providing these services and the deletion of a service is deemed to be a rental increase.

The tenant is responsible for the following:

- lawn care
- snow removal
- garbage removal
- tenant insurance
- separation of recyclables, organics and refuse
- late payment charges
- returned cheque charges not to exceed \$ \_\_\_\_\_
- parking @ \$ \_\_\_\_\_/month; # of spaces \_\_\_\_\_
- locked out charges/keys not to exceed \$ \_\_\_\_\_
- assignment/sublet expenses incurred (*not to exceed \$75*)

14. Additional obligations

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**Security deposit**

15.  A security deposit is not required.

**OR**

A security deposit of \$ \_\_\_\_\_ (*not to exceed 1/2 month's rent*) will be deposited for the tenant by the landlord at \_\_\_\_\_ (*financial institution/branch*) in a trust account within 3 days of its receipt, and will be returned to the tenant with interest within 10 days of the termination of this lease. The landlord shall file a claim for unpaid rent and/or damages within 10 days of the termination of the lease if the deposit is not returned.

**Inspection**

16. An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant within 7 days of the start of the tenancy and within 7 days of the end of the tenancy is recommended. If a report is prepared it shall form part of the lease.

- An inspection report is attached to the lease.
- An inspection report is not attached.

**Statutory conditions and reasonable rules**

17. The landlord and tenant promise to comply with the statutory conditions set out in Schedule A.

(*check if applicable*) The rules of the building are attached hereto as Schedule \_\_\_\_\_.

**Rental arrears**

18. In a fixed-term, year-to-year or month-to-month tenancy, where a tenant is in arrears in paying the rent for 15 days or more, the landlord may give 15 days' written notice to quit the premises. Within 15 days after receiving the notice to quit, the tenant may:

- (a) pay to the landlord the rent that is in arrears, and upon the payment of that rent the notice to quit is void and of no effect and this lease continues; or
- (b) apply to the Director for an order setting aside the notice to quit.

If the tenant does not pay the rental arrears or make an application to the Director within 15 days after receiving the notice to quit, the tenancy is terminated and the tenant must vacate the premises by the effective date of the notice.

In a week-to-week tenancy, where a tenant is in arrears in paying the rent for 7 days or more, the landlord may give the tenant 7 days' written notice to quit the premises.

**Tenant's notice to quit** (*except fixed-term*)

19. All notices to quit for a tenancy other than a fixed-term shall be given by the tenant in writing in accordance with the following table:

Type of Tenancy	Notice Period
<input type="checkbox"/> year-to-year	at least 3 full months before the end of any year (a year for this purpose begins on the anniversary date)
<input type="checkbox"/> month-to-month	at least 1 full month before the end of any month
<input type="checkbox"/> week-to-week	at least 1 full week before the end of any week
<input type="checkbox"/> manufactured home space	at least 1 full month before the end of the tenancy

**Landlord's notice to quit**

20. A landlord may not give a notice to quit except in accordance with Section 10 of the *Residential Tenancies Act*.

**General**

21. This lease is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators and assigns.

22. Any or all tenants signing this lease take full responsibility for all of its terms and conditions.



4. **Obligation of the Tenant** - The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.
  5. **Subletting Premises** - The tenant may assign, sublet or otherwise part with possession of the premises subject to the consent of the landlord which consent will not arbitrarily or unreasonably be withheld or charged for unless the landlord has actually incurred expense in respect of the grant of consent. *(Note: Pursuant to subsection 6(4) of the Residential Tenancies Act, tenants under a public housing program shall not sublet the residential premises.)*
  6. **Abandonment and Termination** - If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages.
  7. **Entry of Premises** - Except in the case of an emergency, the landlord shall not enter the premises without the consent of the tenant unless
    - (a) notice of termination of the tenancy has been given and the entry is at a reasonable hour for the purpose of exhibiting the premises to prospective tenants or purchasers; or
    - (b) the entry is during daylight hours and written notice of the time of the entry has been given to the tenant at least twenty-four hours in advance of the entry.
  8. **Entry Doors** - Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises.
  9. **Late Payment Penalty** - Where the lease contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.
- (2) In addition to the statutory conditions set out in subsection (1), there is and is deemed to be an agreement between the landlord and tenant that the following statutory conditions apply as between them in respect of the lease of a manufactured home space or a manufactured home in a land-lease community:

**Statutory Conditions Respecting Lease of a Manufactured Home Space  
or a Manufactured Home in a Land-lease Community**

1. The landlord shall not restrict in any way the right of a tenant to sell, lease or otherwise part with the possession of a manufactured home by the tenant.
- 1A. Where a tenant wishes to sell or otherwise part with possession of a manufactured home, the tenant may apply in writing to the landlord on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space upon which the manufactured home is located.
- 1B. The consent of the landlord required by Statutory Condition 1A will not arbitrarily or unreasonably be withheld.
- 1C. The landlord shall not charge a commission or fee for granting consent required by Statutory Condition 1A, other than the landlord's reasonable expenses actually incurred in respect of the grant of consent.
- 1D. The landlord shall in writing, within ten days of receipt of the request made pursuant to Statutory Condition 1A, consent to the request or set out the reasons why consent is being withheld, failing which the landlord is deemed to have given consent to the request.
2. The landlord shall not receive any compensation for acting as the agent of the tenant in any negotiations to sell, lease or otherwise part with possession of a manufactured home space or a manufactured home situate in a land-lease community, unless provided for in a separate written agency agreement that is entered into by the tenant
  - (a) after the tenant enters into the tenancy agreement; and
  - (b) at the time that the tenant decides he wishes to offer his manufactured home for sale or lease or otherwise part with the possession of his manufactured home or manufactured home space.
3. (1) Except as provided in this condition, the landlord shall not restrict in any way the right of the tenant to purchase goods or services from the person of the tenant's choice.
  - (2) The landlord may set reasonable standards for manufactured home equipment.
  - (3) Where a person who does not live in the land-lease community and who is offering goods or services for sale
    - (a) unduly disturbs the peace and quiet of the land-lease community;
    - (b) fails to observe reasonable rules of conduct that have been established by the landlord; or
    - (c) violates the traffic rules of the land-lease community, despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the land-lease community.
4. The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the land-lease community and the services provided by the landlord to the tenants in the land-lease community.
5. The tenant is responsible for compliance with municipal by-laws in respect of the tenant's manufactured home and the manufactured home space on which it is located to the extent that the landlord is not responsible.

**Tenant’s Notice to Quit—Domestic Violence**

(under clause 10F(1)(a) of the Residential Tenancies Act)

To: Landlord’s name: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

I give notice that I am terminating my tenancy on \_\_\_\_\_  
*(date: month/day/year)*

Date: \_\_\_\_\_

Tenant’s name: \_\_\_\_\_  
*(print)*

Tenant’s signature: \_\_\_\_\_

**Landlord: Please Note**

You are required by law to ensure that information in the certificate that accompanies this Notice to Quit is kept confidential.

You may apply to the Director of Residential Tenancies under Section 13 of the Act for an order setting aside this notice to quit only on the ground that the notice to quit and the certificate were not properly given to the you as required by subsection 10F(1) of the Act.

The tenancy is terminated for all tenants in the same residential premises, but you and the other tenants may agree to enter into a new landlord and tenant relationship.

(See Section 10F of the Act)