



Residential Tenancies Guides
Renting Guide

Residential Tenancies Program
novascotia.ca/rta
1-800-670-4357

© Crown copyright, Province of Nova Scotia, 2023
Residential Tenancies Program
January 2023
ISBN: 978-1-77448-437-1

Renting Guide

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

All forms referenced in this guide are available at novascotia.ca/rta under Forms.

Once a rental contract, called a lease, has been signed, tenants and landlords have rights and responsibilities.

These rights and responsibilities are set out in the Residential Tenancies Act. Whether you are a tenant or a landlord, reading this guide can help you have a positive renting experience.

Choosing an apartment

Tenants should know what they are looking for in a rental space before choosing a place to live.

- Location is important. Is work or school within walking distance? Are bus routes nearby?
- Are friends or family in the neighbourhood?
- Tenants should decide how much they are willing to pay each month for rent, utilities, and other living expenses.

- Tenants should research the landlord and rental premises by talking to current tenants. Are people happy living in the building?
- If other tenants (co-tenants) will be living in the unit, involve them in all rental decisions.
- Tenants should view the unit before renting it.

Application process

A landlord can ask tenants to complete an application form. The landlord may also ask tenants to provide standard information, like name and contact information, information about their employment, and personal or landlord references. Landlords can conduct credit and background checks on prospective tenants but are not allowed to force tenants to provide their Social Insurance Number.

The Nova Scotia Human Rights Act prohibits landlords from discriminating against people based on a protected characteristic (such as age, race, colour, family status, gender, and more). For more information, see the Nova Scotia Human Rights Commission website.

Landlords cannot charge an application fee in order for a tenant to be considered for a rental unit. Any money taken by a landlord before the lease has been signed or before rent is due is considered a security deposit.

Inspecting the premises

When tenants are ready to sign a lease, they should carefully inspect the premises with the landlord. The condition of the flooring, the walls, the kitchen and bathroom counters, and everything else in the unit should be checked. The Rental Unit Condition Report Form can be used when conducting the inspection.

A written note of any damage should be made and signed by the landlord. If any damage goes unnoticed, the landlord may assume new tenants are responsible and use the security deposit to repair it.

If the tenant and the landlord have agreed that repairs or renovations will be done before the tenant moves in, this agreement should be in writing and include a completion date. If the tenant has agreed to make the repairs themselves, any financial compensation should be included in the agreement.

Tenants' insurance

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

Renters' or tenants' insurance generally covers personal property, such as furniture, clothing, sports equipment, sound systems, musical instruments, cameras, computers, etc.

Insurance can also cover a tenant's legal liability if they accidentally cause damage to the rental unit, for example, by fire, explosion, or smoke. All these things will depend on the insurance plan.

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

Landlord rules

A landlord can make rules for a rental property. Rules need to be reasonable and apply equally to all tenants. Rules cannot remove obligations of either the landlord or tenant under the Residential Tenancies Act or Standard Form of Lease.

The landlord should give tenants a copy of the rules before they sign the lease. If tenants aren't given a copy, they should ask the landlord if there are any additional rules before they sign a lease.

If tenants wish to have a pet, they should check the rules for the premises to make sure that pets are allowed. A landlord can't charge an additional deposit for pets.

Signing a lease

Tenants should take some time to think about their decision to rent before they sign a lease. Tenants should ensure the unit has met all their requirements and that they, their roommates, and the landlord agree on the terms of the lease and the landlord's rules.

A lease is a contract between a landlord and a tenant(s). A Standard Form of Lease has been created for use in Nova Scotia. A landlord doesn't have to use this lease, but whatever lease the landlord uses can't remove any rights the tenant is given in the Standard Form of Lease. If there is no written lease, the Standard Form of Lease applies, and it defaults to a month-to-month tenancy. Copies of the Standard Form of Lease can be found in the Residential Tenancies Regulations, at any Access Centre, or at novascotia.ca/rta under Forms.

Tenants need to give the landlord the names of anyone who will live in the unit. Everyone named as a tenant on a lease is equally responsible for the rental space.

Based on the tenant's finances, a landlord can ask the tenant to have a guarantor (co-signer). A landlord and a guarantor(s) may sign a guarantee agreement. They can create their own agreement, which must comply with the act. A guarantee agreement would make the guarantor responsible for some or all financial obligations, depending upon the terms of the agreement, of the tenant as outlined in their lease.

Every lease should state

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

There are 2 kinds of leases: periodic and fixed-term.

A periodic lease is signed for a year, month, or week. The tenancy can continue year-to-year, month-to-month, or week-to-week until the tenant gives notice they don't want to renew it.

A fixed-term lease has a specific start and end date. The lease doesn't renew after the end date. A tenant and landlord can agree to additional fixed-term leases. A new fixed-term lease must be signed for each additional fixed-term. If a tenant continues to pay rent after the end date in the original fixed-term lease, a month-to-month lease begins between the tenant and landlord.

The tenant/landlord relationship begins when 1 of the following 3 things occurs:

1. The tenant and landlord have made an agreement for the tenant to occupy the rental unit on the promise of payment
2. The tenant has paid or agreed to pay rent to the landlord
3. The tenant moves in the rental unit and has paid or agreed to pay rent to the landlord

Landlords must give tenants a signed copy of the lease agreement along with a copy of the Residential Tenancies Act within 10 days of the tenant signing the lease or moving into the rental unit. The copy of the act can be one of these forms: paper copy, electronic copy, or web address contained within the lease. If there is no signed copy or paper copy of a lease, the lease will automatically default to a month-to-month tenancy, and both tenants and landlords still have all the rights and responsibilities under the Residential Tenancies Act. A tenancy continues until either the tenant or the landlord gives a proper Notice to Quit.

The minimum requirements for a standard lease are set out in the Residential Tenancies Act, which is available at novascotia.ca/rta.

The security deposit

A security deposit gives the landlord protection against any unpaid rent or damage to the space during the tenancy. When tenants sign a lease, the landlord can ask for a security deposit. The deposit can be up to 1/2 of 1 month's rent. The landlord needs to put the security deposit in a trust account.

The trust account stays with the property and not with the landlord. If the landlord changes, the deposit becomes the responsibility of the new landlord.

The landlord might want to use the security deposit when tenants move out to cover any unpaid rent or damages. A certain amount of wear and tear on a unit is considered normal, and the deposit cannot be used to pay for repairing this.

For information on what happens to security deposits at the end of a lease, see Ending a Tenancy Guide at novascotia.ca/rta

Moving in

Tenants should inspect the premises when they move in. The inspection can be done with or without the landlord, though it is better if tenants and landlords inspect together. If the unit was previously inspected, and repairs or renovations were agreed to, tenants should ensure the work has been completed.

The Rental Unit Condition Report Form can be used to help make the inspection. Both the tenant and landlord should sign and date the inspection.

This report helps to establish if the damage existed before the tenancy began or during the current tenancy.

If any damage goes unnoticed, the landlord could assume new tenants are responsible and use the security deposit to repair it. Taking pictures of any damage found with a date stamp can also be useful should there be a dispute over damages at the end of the lease.

Rent

A landlord can ask tenants to pay their rent in various ways. The method(s) of payment acceptable should be indicated in the lease agreement.

Tenants have to pay their rent on time; it is not the landlord's responsibility to collect it. Landlords can charge 1% of the monthly rent per month for any late rent. Tenants cannot withhold rent to encourage the landlord to make repairs or to take other action.

If tenants are having difficulties making their rent, they should talk to their landlord as soon as they know there's a problem. The landlord may be willing to work with a tenant to make an arrangement to make sure the rent does not go into arrears.

Once the rent is 15 days late, the landlord can give tenants an eviction notice (Form D: Landlord's Notice to Quit for Rental Arrears). If tenants don't pay the rent within 15 days of receiving the notice, tenants have to move out by the date on the notice.

If tenants pay the rent before the 15 days are over, the an eviction notice (Form D: Landlord's Notice to Quit for Rental Arrears) will be set aside and the lease will continue as it did before.

Rent increases

Landlords can increase the rent only once in a 12-month period.

Landlords need to give tenants notice of a rent increase in writing. It needs to state the amount of the increase and the date the rent will go up.

A landlord needs to give tenants:

- 4 months' notice for year-to-year leases
- 4 months' notice for month-to-month leases
- 8 weeks' notice for week-to-week leases

For fixed-term leases, the landlord needs to include the amounts and dates of all rental increases in the lease when it's signed.

If a tenant decides to terminate their lease due to the rental increase, they can terminate their lease by giving their landlord a Form C: Tenant's Notice to Quit before the time limits, depending on the type of lease.

If a landlord gives a rental increase outside of the anniversary date of the tenancy period, and the tenant decides to terminate their lease because of the rental increase, the tenant must use Form C1: Tenant's Notice to Quit Where Tenant Has Received Notice of Rent Increase. If the tenant is in a year-to-year lease and given a notice of a rental increase not within 4 months' of their tenancy anniversary date, Form C1 will allow them to give at least **3 months' notice** to terminate their tenancy, after receiving their notice of rent increase.

If a landlord plans to discontinue a service or privilege that is considered a rent increase, the landlord can only make these kinds of changes

once in a 12-month period, on the anniversary date of the tenancy (lease). A landlord needs to give the same notice period based on the type of tenancy. The notice must be given in writing, stating the change and when it will take effect.

There are different rules for public housing and manufactured (mobile) homes in land-lease communities (mobile parks).

In public housing, the landlord needs to give 4 months' notice before raising the rent. Rent can only be raised once every 12 months. If a landlord increases the percentage of income charged as rent, that is considered a rent increase. If a tenant's income increases or decreases, the rent will also increase or decrease. This is not considered a rent increase.

In land-lease communities, the landlord must give 7 months' notice before the tenant's anniversary date before raising the rent.

Maintenance

Tenants need to keep the rental unit and all the appliances clean. They are responsible for any repairs that need to be made due to neglect or damage on their part or by any guests they allow into the premises. Tenants aren't allowed to interfere with the landlord's or other tenants' ability to safely occupy the premises.

Landlords need to keep the rental property fit for living and comply with any law respecting standards of health, safety, or housing. This includes making any repairs that are not due to the tenant's negligence. Landlords must not interfere with tenants' ability to safely occupy the premises.

Heat and utilities

Landlords aren't allowed to turn off the heat to a unit, even if tenants owe rent or there is a dispute. If tenants are responsible for heating the unit, tenants need to keep it warm enough to prevent damage. The temperature on the premises should be 20C° to 22C°.

Landlords aren't allowed to disconnect other utilities like electricity, water, or cable that are included in the lease.

Locks and landlord access

Locks can only be changed if both tenants and the landlord agree. The landlord is allowed to have a key to the unit.

Landlords can only enter rental units if

- there's an emergency
- they have given 24 hours' written notice that they'll be entering the unit and the entry is during daylight hours

A Notice to Enter should state the time and date the landlord plans to enter the unit and be signed by the landlord or representative.

If a landlord is trying to sell or rent a unit, a real estate agent needs to be allowed to enter. The agent may be required to provide proof of authorization from the owner. The agent can only enter during daylight hours. The landlord needs to give tenants 24 hours' notice. The agent can only enter during daylight hours. A landlord or agent can only hold an Open House with the consent of the tenant. The landlord needs to give tenants at least 24 hours' notice before entering or planning to have other agents enter the unit.

Changing the terms of the lease

Tenants can choose to change a year-to-year lease to a month-to-month lease once they are living in the unit. To change the type of lease, tenants need to give the landlord written notice using Form DR1: Changing Year-to-Year Lease to Month-to Month Lease at least 3 months before the anniversary date.

If there's a fixed-term lease, tenants can change the terms only if the tenant and the landlord agree to do so. This agreement should be in writing.

Subletting or having someone take over the lease

Subletting a lease means the tenant can move out and someone else can move in. If a tenant sublets, they remain responsible to the landlord for the terms of the lease.

Tenants must get permission from their landlord to sublet their unit. If the tenant does not get permission from the landlord, their tenancy can be terminated.

If a tenant does not want to continue with the lease, they can ask the landlord for permission to assign any months remaining on the lease to a new person.

For more information see Ending a Tenancy Guide at novascotia.ca/rta

Ending a tenancy (Notice to Quit)

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

Tenants should take all their belongings with them when they leave. If tenants don't remove everything, landlords can follow the Abandoned Personal Property process, which may include storing the items, disposing of them, or selling them.

For more information on ending a lease or abandoned personal property, see Ending a Tenancy. Guide at novascotia.ca/rta

If there is a problem

If tenants and landlords have a dispute, both parties should try to work together to find a solution. Reviewing the lease and the Residential Tenancies Act may provide the answer to the dispute.

If parties cannot resolve the dispute on their own, the Residential Tenancies Program is available to help. For more information on the dispute resolution process, see Resolving Disputes Guide at novascotia.ca/rta.