



Residential Tenancies Guides

Land-Lease

Communities:

When a Tenant Wishes to Sell a Manufactured Home

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

When a tenant approaches a landlord to let them know that they plan to sell their manufactured home on its existing lot, landlords and tenants should try to work together to make sure the process goes smoothly. With the sale of a manufactured home, the buyer will become a member of the land-lease community, and the landlord can accept the buyer as a new tenant. The seller (current tenant), the landlord, and buyer (future tenant) can try to work together to ensure a smooth transition.

However, if the tenant, landlord, and buyer are unable to complete the process agreeably on their own, Section 9(2) of the *Residential Tenancies Act* and Section 3 of the *Residential Tenancies Regulations* outline requirements and a process for landlords to follow when being approached by tenants wishing to sell their home.

The following is the process outlined within the Act and Regulations:

- 1. If the tenant (seller) of the manufactured home wants to sign over (assign) the lease to the proposed buyer, the seller must give the buyer:**
 - a. A copy of the current lease, or any part of it that is in writing.
 - b. A copy of the rules for the land-lease community that form part of the lease.
 - c. The current rent amount, and the date and amount of the last rent increase.

- 2. The tenant (seller) of the manufactured home must prepare a written request to ask the landlord to approve the proposed buyer as a tenant. The request must include the following:**
 - a. Whether the tenant is asking to sign over the existing lease or whether the buyer wishes to sign a new lease with you.
 - b. The civic address of the manufactured home space where the manufactured home is located and the tenant's (seller's) name, telephone number, and mailing address.
 - c. The buyer's name, telephone number, civic address, and mailing address, if different. If the buyer is a tenant elsewhere, they must also provide the name and telephone number of their landlord.
 - d. If the buyer has been at their current address for less than two years, they must also provide their previous civic address, and contact information for their previous landlord, if there is one.

- e. The names and telephone numbers of two personal references for the proposed buyer.
 - f. The date when the new lease will start, or the date the buyer will take over the lease.
- 3. As part of the letter, the buyer must provide the landlord with signed consent to:**
- a. Contact the references provided in the letter, including prior landlords;
 - b. Have the buyer's income checked and request a copy of their credit report; and
 - c. Receive confirmation from the buyer that they have received a copy of the lease (if the buyer is taking over the lease), landlord's rules, and information about the rent amount and most recent rent increase.
- 4. The tenant must properly serve the landlord with this request – the tenant or their representative must give it to the landlord in person or send it by registered mail.**
- 5. The landlord must reply in writing within 10 days of receiving the request. If the landlord does not reply within 10 days, it is deemed that they have given consent to accept the new tenant. In their response, the landlord may:**
- a. Approve the buyer as a new tenant.
 - b. Decline the buyer as a tenant by demonstrating one of the following reasons (no other reasons can be given for declining a tenant):
 - i. The request was missing required information.
 - ii. After checking references and records, the landlord believes the buyer:
 - Will not comply with the lease or with the rules of the community;
 - Cannot or will not pay the rent.
 - iii. The landlord could not contact one or more of the references after making every reasonable effort and have told the tenant that the reference was not available.
 - iv. The landlord believes the buyer does not plan to live in the manufactured home because:
 - The buyer plans to use it for business;
 - The buyer already owns more than one manufactured home in the land-lease community.

- v.** The manufactured home has been removed or destroyed.
- vi.** There is an Order of the Director or an Order of the Small Claims Court that shows the current tenant owes you rental arrears or other money.
- vii.** The manufactured home does not meet municipal bylaws or rules for the land-lease community.

If the landlord declines the buyer as a tenant, the buyer will not be able to live in the manufactured home while it is located in the land-lease community.

If either party believes that the other party has not complied with the requirements of Section 3 of the Residential Tenancies Regulations, you may seek assistance from the Residential Tenancies program. For more information on the dispute resolution process, please see our guide “Exploring your Options” available in the guides section of our website.