

Nova Scotia

Many terms may relate to legal rights and obligations that are subject to change from time to time. Exact interpretation of terminology, acts and related regulations depend on the laws/legal procedures within the province. The following are only excerpts from Nova Scotia's Residential Tenancies Act and Regulations and is for information purposes only and does not constitute any legal advice. If you require further information about Nova Scotia laws and regulations, you should contact your rental authority listed at the bottom of this page or consult with a lawyer.

Governing or Regulatory Body: Access Nova Scotia

Name of Act / Regulations: Residential Tenancies Act and Regulations

Types of Rental Periods

Leases can be week-to-week, month-to-month, year-to-year and fixed term.

Is a signed lease required?

A standard form of lease is prescribed in the Regulations. If a written lease is not used, or if another form of lease other than the prescribed version is used, all terms of the standard form of lease still apply.

Is a signed move in/move out condition report required?

No. It is voluntary, and a copy is available online at <http://www.novascotia.ca/snsmr/pdf/ans-residential-tenancies-rental-unit-condition-report.pdf>.

Deposits

Security deposits may not exceed ½ of a month's rent. Landlords must hold security deposits in a trust account. The landlord has to return the deposit with 0% per year interest at the end of the tenancy. If landlords want to keep some or all of the deposit, they must apply to a Residential Tenancies Officer for permission.

Key Money

Requiring key money is illegal. The only money landlords are allowed to collect is the security deposit and first month's rent; however, tenants may face a fee if they lock themselves out and new keys need to be issued to them as long as this fee is disclosed in the lease.

Post-dated Cheques

Post-dated cheques may only be requested as long as the specific box on the standard lease is ticked; otherwise they cannot be required.

Renewal of a Lease Term

Year-to-year leases renew for another year if no notice is given. Notice must be given three months in advance of the anniversary date. If tenants wish to change their tenancy from a year-to-year to a month-to-month lease, they must give notice 3 months in advance, and their landlord has to agree to the change.

Terminating a Tenancy (Lease): Notice and Timing

Prior to a lease terminating, it is the responsibility of landlord and tenant to re-negotiate terms or terminate the lease. A tenant may not give notice during a fixed term lease unless the tenant is a victim of domestic violence. Fixed term leases expire automatically. Once a fixed term expires, the landlord has no further obligation to the tenant. If the tenant remains in the unit after the end of the fixed term and the landlord does not object, a month-to-month lease will apply. Unless otherwise agreed, when a lease is renewed other than the new term of the lease, all other conditions of the lease remain the same.

If a tenant is a victim of domestic violence, the tenant may terminate a fixed term lease by giving one month's notice to the landlord and giving the landlord a Certificate Confirming Grounds to Terminate Tenancy Due to Domestic Violence issued by the Director of Victim Services. The tenant must give the notice and the certificate to the landlord within 60 days after the certificate has been issued.

In the recent changes to the Residential Tenancies Act, any tenant in a periodic tenancy now has immediate tenure, meaning their lease cannot be terminated without cause. A tenant is still able to terminate their lease.

To terminate a lease, different notices apply depending on the lease term:

- for a year-to-year lease, tenant must give 3 month's notice;
- for a month-to-month lease, tenant must give one month;
- for a week-to-week lease, tenants must give 1 week notice.

All notices must be in writing.

Assignments and Sublets

In Nova Scotia sublets, not assignment, are referenced in the legislation. Landlords must approve the new tenant and may not arbitrarily deny a sublet. Requests to sublet need not be in writing. A sublet fee (up to a maximum of \$75) may be charged if it is specified on the lease.

Rent Increases: Notice and Timing

With the exception of manufactured homes (formerly mobile homes) and land-lease communities (formerly mobile home parks), there are no rent controls in Nova Scotia. Landlords determine rental rates for their units. Landlords of all types of residential rental units may only raise the rent once in 12 months and must give written notice at least 4 months before the anniversary date of the tenancy.

For land-lease communities, each year Access Nova Scotia's Residential Tenancies Program will publish an Annual Allowable Rent Increase Amount (AARIA), which landlords must use in determining rent increases for their tenants. The AARIA will be published on or before March 1st of each year, and is valid for rental increases with an effective date from January 1 to December 31 of the following year.

Late Rent Payments

Rent is considered late after 15 days in a month-to-month, year-to-year, or fixed-term tenancy. Rent is late after 7 days in a week-to-week tenancies, and rent is late after 30 days for manufactured homes. In most leases, after 15 days, the landlord may give notice to either pay their rent in full or vacate the premises in the next 15 days of receiving the notice. If the tenant takes no action, then they can be served a notice to vacate the premises immediately.

Evictions

A landlord may ask a Residential Tenancies Officer to issue an order stating that the tenant must move out for two main reasons:

- if the rent is more than 15 days late or
- if the tenant breaks the statutory conditions in the Act.

The landlord must apply to have the matter mediated or a hearing held. Both mediation and hearings are forms of dispute resolution. If mediation is chosen, both parties will attempt to come to an agreement and then they sign a mediated settlement, which is a contract between the two parties. If the hearing proceeds, the landlord and the tenant will be heard and may provide evidence to support their application. A Residential Tenancies Officer makes a decision in the form of an order. The landlord must take this order to the court administrative offices to have it converted to an eviction order that only the Sheriff can enforce. There may be delays in obtaining an eviction order if the tenant appeals the officer's decision to Small Claims Court.

Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords must provide 24 hours notice in writing stating when they plan to enter the premises. This time must be between 9 a.m. and 9 p.m. Landlords may enter at any time during daylight hours, without written notice, if a notice to quit has been given. A landlord may also enter the premises in an emergency situation.

May the tenant withhold rent for repairs?

No. A tenant must make an application for dispute resolution to take action for repairs.

Changing Locks

Changing of locks are only permitted if both parties are in agreement.

Pets and Smoking

May a landlord refuse to rent to a tenant who has pets?

Nova Scotia's tenancy legislation allows a landlord to establish reasonable rules that promote the fair distribution of services; promote the safety, comfort or welfare of tenants; or protect the landlord's property. A landlord's right to do this is established by Section 9A of the Residential Tenancies Act. Examples of rules that can be established include rules around the operation of laundry facilities, storage of hazardous materials and pets.

Rules must apply to all tenants in a fair manner and tenants must be given a copy of the rules prior to signing a lease. As well, changes in a landlord's rules can be made with four months notice to the tenant prior to the anniversary date of the lease. This allows the tenant enough time to give the landlord notice that the lease will not be renewed if the tenant does not agree with any new or amended rule.

In short, the landlord, if they meet the above requirements, can indeed restrict pets.

May a landlord include a no-smoking clause in the lease?

Yes.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

If a no pets or no smoking clause is written into the lease, the landlord has the right to seek termination of tenancy if the tenant contravenes the lease.

Access Nova Scotia — Residential Tenancies

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Tel: 902-424-5200

Email: askus@gov.ns.ca

Website: <https://www.gov.ns.ca/snsmr/secure/contact/Default.asp?bhcp=1>

Residential Tenancies Act

[nslegislature.ca/legc/statutes/residential%20tenancies.pdf](https://www.nslegislature.ca/legc/statutes/residential%20tenancies.pdf)

Residential Tenancies Regulations

www.gov.ns.ca/just/regulations/regs/rtgenrl.htm

Residential Tenancy Branch

www.gov.ns.ca/snsmr/access/land/residential-tenancies.asp