



BILL NO. 38

Government Bill

*2nd Session, 63rd General Assembly
Nova Scotia
67 Elizabeth II, 2018*

An Act to Amend Chapter 401 of the Revised Statutes, 1989, the Residential Tenancies Act

CHAPTER 41
ACTS OF 2018

**AS ASSENTED TO BY THE LIEUTENANT GOVERNOR
OCTOBER 11, 2018**

The Honourable Geoff MacLellan
Minister of Service Nova Scotia

*Halifax, Nova Scotia
Printed by Authority of the Speaker of the House of Assembly*

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**An Act to Amend Chapter 401
of the Revised Statutes, 1989,
the Residential Tenancies Act**

Be it enacted by the Governor and Assembly as follows:

1 Section 2 of Chapter 401 of the Revised Statutes, 1989, the *Residential Tenancies Act*, as amended by Chapter 31 of the Acts of 1992, Chapter 40 of the Acts of 1993, Chapter 30 of the Acts of 2002, Chapter 72 of the Acts of 2010, Chapter 64 of the Acts of 2012 and Chapter 34 of the Acts of 2014, is further amended by

(a) adding immediately after clause (abb) the following clause:

(abc) “family member” means, in relation to an individual, any of the following:

- (i) the individual’s spouse,
- (ii) a child of the individual or the individual’s spouse,
- (iii) a parent or legal guardian of the individual or the individual’s spouse;

(b) adding immediately after clause (ac) the following clauses:

(ad) “guarantee agreement” means a written agreement between a landlord and a guarantor in which the guarantor undertakes to be responsible for specific obligations of a tenant under a written lease or under this Act if the tenant fails to comply with those obligations;

(ae) “guarantor” means a person who enters into a guarantee agreement with a landlord;

(c) repealing clauses (b) to (f) and substituting the following clauses:

(b) “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;

(c) “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 such person’s heirs and assigns and legal representatives;

(d) “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;

- (e) “manufactured home space” means a plot of ground within a land-lease community designed to accommodate one manufactured home;
- (f) “Minister” means the Minister of Service Nova Scotia;

and

(d) striking out clause (j) and substituting the following clauses:

- (ib) “spouse” means, in relation to an individual,
 - (i) the legally married spouse of the individual, or
 - (ii) another individual who has cohabited with the individual as a spouse continuously for a period of not less than one year;
- (j) “tenant” means
 - (i) an individual who has paid or agreed to pay rent to occupy residential premises,
 - (ii) an individual who is permitted to occupy residential premises under an assignment or sublet to which the landlord has consented under Section 9B, and
 - (iii) an heir, assign or personal representative of an individual referred to in subclause (i) or (ii);

2 Chapter 401 is further amended by adding immediately after Section 2 the following Section:

2A (1) For greater certainty, where a period of time is calculated from a given day, act or event, that period of time does not include that day or the day on which the act or event occurred.

(2) Where a notice under this Act is to be given based on a period of one or more months, the notice must be given on or before the day before the day of the month that rent is payable under the lease.

3 Subsection 5(3) of Chapter 401, as enacted by Chapter 40 of the Acts of 1993, is amended by

- (a) striking out “Where” in the first line and substituting “Subject to the regulations, where”; and
- (b) striking out “sixty” in the sixth line and substituting “thirty”.

4 Chapter 401 is further amended by adding immediately after Section 8 the following heading and Sections:

GUARANTEE AGREEMENTS

- 8A (1) A guarantee agreement must be
 - (a) in writing;
 - (b) signed by the landlord and the guarantor; and

(c) in the prescribed form, if any.

(2) A guarantee agreement is only valid if a written lease between the tenant and landlord exists.

(3) A provision of a guarantee agreement is void to the extent that it restricts or waives, or purports to restrict or waive, a requirement of this Act or a person's rights or obligations under this Act.

8B A guarantee agreement entered into on or after the day this Section comes into force must be in accordance with the regulations and must set out

(a) the landlord's legal name, telephone number and address, and any other contact information for giving notices or other documents;

(b) the guarantor's name, telephone number and address, and any other contact information for giving notices or other documents;

(c) the tenant's name;

(d) the address of the residential premises and residential complex to which the guarantee agreement applies;

(e) the duration of the guarantee agreement and a statement as to whether the guarantor's obligations continue for one or more renewals of the lease in accordance with one of the following options:

(i) where the lease is a fixed-term lease, the guarantor's obligations end on either

(A) the day of termination stated in the lease, or

(B) an earlier date specified in the guarantee agreement,

(ii) where the lease is a year-to-year, month-to-month or week-to-week lease, the guarantor's obligations end on either

(A) a date specified in the guarantee agreement, or

(B) the date the tenancy is terminated;

(f) a statement as to whether the guarantor's obligations continue if a year-to-year lease is converted into a month-to-month lease;

(g) the specific financial obligations of the tenant for which the guarantor has undertaken to be responsible;

(h) the extent of the guarantor's financial liability;

(i) the period of notice required to be given by the landlord to the guarantor if the tenant fails to comply with an obligation for which the guarantor has undertaken to be responsible, as set out in Section 8L;

(j) a statement that if the landlord consents to a sublet, the landlord undertakes to promptly advise the guarantor for the purpose of Section 8K;

(k) whether the guarantor may terminate the guarantee agreement and, if so, the period of notice to be given to the landlord;

(l) a statement that the landlord and the guarantor undertake to give notice to each other of any change in the information required under clauses (a) and (b);

(m) the manner of giving notices or other documents in relation to the guarantee agreement, which must be in accordance with Section 8D; and

(n) any terms, conditions or information required by the regulations.

8C (1) Where there is a change in the information provided by the landlord or guarantor under clause 8B(a) or (b), the landlord or guarantor shall give notice of the change to the other person as soon as reasonably practicable.

(2) When the landlord or guarantor gives a notice or document that is required to be given to the other person under the guarantee agreement, the landlord or guarantor shall use the other person's most recent contact information.

8D (1) Service of all notices and documents relating to a guarantee agreement must be served by the guarantor on the landlord or the landlord on the guarantor by

(a) personal service on the landlord or guarantor;

(b) sending it to the landlord or guarantor by prepaid registered mail, prepaid express post or prepaid courier service to the most recent contact address provided by the landlord or guarantor, as the case may be; or

(c) sending it electronically if

(i) it is provided in the same or substantially the same form as if written,

(ii) it is capable of being retained by the landlord and guarantor so as to be usable for subsequent reference,

(iii) the landlord or guarantor has provided, in the landlord's or guarantor's contact information, an electronic address to receive documents, and

(iv) it is sent to the electronic address referred to in sub-clause (iii).

(2) Where a document is sent by registered mail, express post or courier service under this Section, it is deemed to have been served on the third day after the day of mailing, and service may be proved by providing evidence that the notice or document was prepaid and properly addressed and sent.

(3) Where a document is sent electronically pursuant to this Section, it is deemed to have been served on the day on which it was sent if the document is sent by four o'clock in the afternoon, or the next day that is not a Saturday or holiday if the document is sent after four o'clock in the afternoon or on a Saturday or holiday.

8E A guarantor is only responsible for the financial obligations of a tenant that the tenant could be responsible for under this Act.

8F (1) Where there is more than one tenant, the guarantor is the guarantor for all tenants and is responsible for the obligations specified in the guarantee agreement, regardless of which tenant has failed to comply with the obligations.

(2) Where there is more than one guarantor, all guarantors must sign the same guarantee agreement and are jointly and severally responsible for the obligations specified in the guarantee agreement.

8G (1) With respect to a guarantee agreement entered into on or after the day this Section comes into force, the landlord shall give the guarantor, by a method of service provided for in Section 8D

(a) a copy of the guarantee agreement signed by both the landlord and guarantor; and

(b) a copy of the signed lease to which the guarantee agreement relates,

not later than the tenth day after the guarantee agreement is signed.

(2) The obligations of a guarantor are not enforceable until a copy of the signed guarantee agreement and signed lease are served on the guarantor by the landlord.

8H (1) Where there is an increase in the rent payable and the guarantor is responsible for the new term of the lease to which the rental increase will apply, the landlord shall provide written notice of the rental increase to the guarantor by a method of service provided for in Section 8D.

(2) The notice of rental increase must include

(a) the landlord's name and contact information;

(b) the name of the tenants on the lease;

(c) the address of the residential premises;

(d) the current rent amount;

(e) the new rent amount;

(f) the effective date of the new rent amount; and

(g) a notice that the guarantor will be responsible for the amount of the rental increase unless the guarantor terminates the guarantee agreement by providing written notice to the landlord at least three months before the effective date of the rental increase.

(3) The landlord must provide the written notice of the rental increase to the guarantor within the same time as is required for notice to a tenant under subsection 11(2).

(4) Where a landlord fails to provide written notice of the rental increase as required by this Section, the obligation of the guarantor for the amount of the rental increase is deemed to be terminated on the end date of the existing term of the lease.

(5) A guarantor may terminate a guarantee agreement upon receipt of a notice of rental increase by providing written notice to the landlord at least three

months before the effective date of the rental increase by a method of service provided for in Section 8D.

(6) Where the guarantor is provided written notice of the rental increase within the time required and the guarantor has not terminated the guarantee agreement under subsection (5), the guarantor is responsible for the amount of the rental increase.

8I (1) Where there are any changes to the landlord's rules or new rules as established in accordance with Section 9A, the landlord shall provide a copy of the changed or new rules to the guarantor by a method of service provided for under Section 8D at least four months prior to the changed or new rules having effect.

(2) Where there are any material changes to the lease that affect the financial obligations of the guarantor, the landlord shall provide a copy of the amended lease not later than the tenth day after the date on which the amended lease is signed by a method of service provided for under Section 8D.

(3) Where the landlord does not obtain the written consent of the guarantor with respect to any material changes referred to in subsection (2), the guarantor is not responsible for any increased obligations resulting from those material changes.

8J (1) Where a lease is assigned, the guarantee agreement is terminated on the date the assignment takes effect.

(2) Where a guarantee agreement is terminated pursuant to subsection (1), the guarantor remains liable for all obligations up to the time the guarantee agreement is terminated.

8K (1) The landlord shall give notice to the guarantor not later than the seventh day after the landlord consents to a subletting.

(2) Where the landlord consents to a subletting, the guarantor has no obligations under the guarantee agreement for the duration of that subletting unless the guarantor enters into a written guarantee agreement with the landlord that is specific to that sublet.

8L (1) Where the tenant fails to comply with an obligation for which the guarantor has undertaken to be responsible, the landlord shall

(a) in the case of an obligation to pay rent or any other fee or charge specified in the lease, give notice to the guarantor not later than the fifteenth day after the day on which the amount owed equals or exceeds the amount payable for two rental periods; or

(b) in the case of any other obligation, give notice to the guarantor of the failure to comply as soon as reasonably practicable.

(2) A notification under subsection (1) must be served on the guarantor by a method of service provided for in Section 8D.

8M (1) Except as provided otherwise by this Act or a guarantee agreement, a guarantor may not terminate the guarantee agreement.

(2) Where there is a change of the tenants on a lease, the guarantor has no obligations under the guarantee agreement unless the guarantor enters into a new written guarantee agreement with the landlord that is specific to the amended lease.

5 Subsection 9(1) of Chapter 401, as amended by Chapter 31 of the Acts of 1992, Chapter 40 of the Acts of 1993 and Chapter 7 of the Acts of 1997, is further amended by

- (a) striking out Statutory Condition 5.; and**
- (b) striking out clause (a) of Statutory Condition 7. and substituting the following:**

(a) the entry is at a reasonable hour for the purpose of exhibiting the premises to prospective tenants or purchasers and

- (i) notice of termination of the tenancy has been given,
- (ii) the lease is a fixed-term lease with a term of less than six months and one month or less remains in the term of the lease, or
- (iii) the lease is a fixed-term lease with a term of six months or more and three months or less remain in the term of the lease; or

6 Chapter 401 is further amended by adding immediately after Section 9A the following Section:

9B (1) A tenant may assign, sublet or otherwise part with possession of the residential premises, subject to the consent of a landlord.

(2) A landlord may not arbitrarily or unreasonably withhold consent or charge for consent sought under subsection (1) unless the landlord has actually incurred expense in respect of the grant of consent.

(3) Where a tenant has assigned residential premises to another individual,

(a) the lease continues to apply on the same terms and conditions to the new tenant;

(b) the new tenant is liable to the landlord for any breach of the original tenant's obligations under the lease or the Act if the breach relates to the period after the assignment, whether or not the breach began before the assignment;

(c) the new tenant is entitled to enforce against the landlord any obligation of the landlord under the lease or the Act if the obligation relates to the period after the assignment, whether or not the obligation began before the assignment;

(d) the former tenant is liable to the landlord for any breach of the tenant's obligations under the lease or the Act if the breach relates to the period before the assignment; and

(e) the former tenant is entitled to enforce against the landlord any of the landlord's obligations under the lease or the Act if the obligation relates to the period before the assignment.

(4) Where a tenant sublets residential premises to another individual,

(a) the tenant gives the right to occupy the premises to another individual for a period of time ending on a specified date;

(b) the tenant remains entitled to the rights of a tenant and is also liable to the landlord for any breaches under the lease or the Act during the sublet;

(c) the subtenant is entitled to the rights of a tenant and is liable to the tenant for any breaches of the subtenant's obligations under the sublet agreement, the lease or the Act during the sublet; and

(d) the subtenant shall vacate the residential premises at the end of the term of the sublet.

(5) A sublet agreement must specify the date on which the tenancy under the sublet agreement ends.

7 (1) Subsection 10(6) of Chapter 401, as amended by Chapter 72 of the Acts of 2010, is further amended by

(a) striking out “in arrears for fifteen days,” in the fourth line and substituting “not paid by the tenant on or before the fifteenth day after the rent is due, on or after the sixteenth day the rent is due”; and

(b) striking out “fifteen days from the date the notice to quit is given” in the sixth and seventh lines and substituting “effective not earlier than the fifteenth day after the date the notice to quit is given to the tenant”.

(2) Subsection 10(6A) of Chapter 401, as enacted by Chapter 72 of the Acts of 2010, is amended by striking out “Within” in the first line and substituting “Not later than”.

(3) Clause 10(6D)(a) of Chapter 401, as enacted by Chapter 70 of the Acts of 2011, is amended by striking out “within” in the third line and substituting “not later than”.

(4) Subsection 10(7) of Chapter 401, as amended by Chapter 72 of the Acts of 2010, is further amended by

(a) striking out “in arrears for seven days,” in the third and fourth lines and substituting “not paid by the tenant on or before the seventh day after the rent is due, on or after the eighth day the rent is due”; and

(b) striking out “seven days from the date the notice to quit is given” in the fifth and sixth lines and substituting “effective not earlier than the seventh day after the date the notice to quit is given to the tenant”.

8 Subsections 10A(3) and (4) of Chapter 401 are repealed and the following subsections substituted:

(3) A tenant may change a year-to-year lease to a month-to-month lease by giving written notice to the landlord at least three months prior to the anniversary date of the lease.

(4) A notice given under subsection (3) must

(a) include the date, the tenant's name, the address of the residential premises and the anniversary date the change becomes effective; and

- (b) be given using a method of service provided for by Section 15.

9 Chapter 401 is further amended by adding immediately after Section 10A the following Section:

10AA(1) In this Section, “residential complex” means a building in which one or more residential premises are located.

(2) A landlord of a residential complex that contains no more than four residential premises may end a tenancy in respect of residential premises in the residential complex if

- (a) the landlord enters into a purchase and sale agreement in good faith to sell the residential complex;

- (b) all the conditions, unrelated to the title, on which the sale depends have been satisfied;

- (c) the purchaser is an individual; and

- (d) the purchaser

- (i) asks the landlord, in writing, to give notice to end the tenancy on the grounds that the purchaser, or a family member of the purchaser, intends in good faith to occupy the residential premises, and

- (ii) provides to the landlord an affidavit sworn by the purchaser that the purchaser, or a family member of the purchaser, intends in good faith to occupy the residential premises.

(3) A landlord ending a tenancy pursuant to subsection (2) must give to the tenant

- (a) a copy of the sworn affidavit of the purchaser; and

- (b) a notice, in the form required by the Director, to end the tenancy effective on a date that must be

- (i) not earlier than two months after the date the tenant receives the notice,

- (ii) the day before the day in the month, or other period on which the tenancy is based, that rent is payable under the tenancy agreement, and

- (iii) where the tenancy is a fixed-term lease, not earlier than the date specified as the end of the tenancy.

(4) A tenant who receives a notice referred to in clause (3)(b) may, at any time before the date specified in the notice, terminate the tenancy, effective on a specified date earlier than the date set out in the notice referred to in clause (3)(b) but at least ten days after the tenant gives notice to the landlord to terminate the tenancy.

10 Section 10E of Chapter 401, as enacted by Chapter 40 of the Acts of 1993 and amended by Chapter 72 of the Acts of 2010, is further amended by striking out “the tenant’s personal representative may give the landlord one month’s notice to quit to terminate the

tenancy” in the third to fifth lines and substituting “the tenancy is terminated on the last day of the rental period immediately after the rental period in which the tenant dies.”.

11 (1) Subsection 13(1) of Chapter 401, as enacted by Chapter 7 of the Acts of 1997, is amended by

- (a) striking out “or” immediately after clause (a);**
- (b) striking out the comma at the end of clause (b) and substituting “; or”; and**
- (c) adding immediately after clause (b) the following clause:**
 - (c) to determine a question or matter arising under a guarantee agreement,

(2) Section 13 of Chapter 401, as enacted by Chapter 7 of the Acts of 1997, is amended by adding immediately after subsection (1) the following subsection:

(1A) Notwithstanding the one-year period allowed under subsection (1), where an application has been made under subsection (1), any party to the matter may file an application with the Director in respect of a different dispute between the same parties, even if more than one year has passed since the termination of the lease, unless

- (a) the applicant has withdrawn the application;
- (b) the matter has been settled by mediation; or
- (c) the hearing respecting the first application has been concluded.

(3) Subsection 13(2) of Chapter 401, as enacted by Chapter 7 of the Acts of 1997 and amended by Chapter 27 of the Acts of 2016, is further amended by

- (a) adding “or (1A)” immediately after “(1)” in the second line; and**
- (b) striking out “the regulations,” in the third line and substituting “subsection (2A)”.**

(4) Section 13 of Chapter 401, as enacted by Chapter 7 of the Acts of 1997, is further amended by adding immediately after subsection (2) the following subsections:

(2A) An application required to be served under subsection (2) must be served on the other parties to the application by

- (a) personal service;
- (b) where a party is a landlord, personal service on an agent of the landlord, the property manager or the superintendent of the residential premises;
- (c) where a party is a landlord, sending it to the landlord by pre-paid registered mail, prepaid express post or prepaid courier service to an address

- (i) stated in the lease,

- (ii) where the landlord carries on business as a landlord, or
- (iii) where the rent is payable;
- (d) where a party is a tenant, sending it to the tenant by prepaid registered mail, prepaid express post or prepaid courier service to
 - (i) the address of the residential premises if the tenant resides there, or
 - (ii) a forwarding civic address provided by the tenant; or
- (e) sending it electronically if
 - (i) it is provided in the same or substantially the same form as if written,
 - (ii) it is capable of being retained by the other person so as to be usable for subsequent reference,
 - (iii) the other party has provided in the lease, or in a guarantee agreement if the application is for a question or matter respecting a guarantee agreement, an electronic address to receive documents, and
 - (iv) it is sent to the electronic address referred to in sub-clause (iii).

(2B) Where a document is sent by registered mail, express post or courier service under this Section, it is deemed to have been served on the third day after the day of mailing, and service may be proved by providing evidence that the notice or document was prepaid and properly addressed and sent.

(2C) Where a document is sent electronically under this Section, it is deemed to have been served on the day on which it was sent if the document is sent by four o'clock in the afternoon, or the next day that is not a Saturday or holiday if the document is sent after four o'clock in the afternoon or on a Saturday or holiday.

(5) Subsection 13(3) of Chapter 401, as enacted by Chapter 7 of the Acts of 1997, is amended by adding “or the Director is not satisfied that a party has been served with an application” immediately after “unsuccessful” in the third line.

12 Chapter 401 is further amended by adding immediately after Section 13 the following Section:

14 (1) Where a question or matter referred to in subsection 13(1) arises from a guarantee agreement and in the Director’s opinion the question or matter is complex, the Director may make a decision declining to determine it.

(2) Where the Director makes a decision declining to determine a question or matter under subsection (1), the landlord or guarantor may apply to a court of competent jurisdiction for a determination of the matter, in which case that person retains all rights and remedies available at common law and in equity that are relevant to the guarantee agreement.

(3) A decision of the Director under subsection (1) is final and not subject to appeal.

13 Section 15 of Chapter 401 is repealed and the following Section substituted:

15 (1) Service of all documents, except documents relating to an application to the Director under Section 13 and documents relating to an appeal to the Small Claims Court, must be served by a tenant on a landlord by

- (a) personal service on the landlord;
- (b) personal service on an agent of the landlord, the property manager or the superintendent;
- (c) leaving a copy in the landlord's mailbox or mail slot at an address listed in the lease for the landlord, property manager or superintendent;
- (d) sending it to the landlord by prepaid registered mail, prepaid express post or prepaid courier service to an address
 - (i) stated in the lease,
 - (ii) where the landlord carries on business as a landlord, or
 - (iii) where the rent is payable; or
- (e) sending it electronically if
 - (i) it is provided in the same or substantially the same form as if written,
 - (ii) it is capable of being retained by the landlord so as to be usable for subsequent reference,
 - (iii) the landlord has provided, in the lease, an electronic address to receive documents, and
 - (iv) it is sent to the electronic address referred to in sub-clause (iii).

(2) Service of all documents, except documents relating to an application to the Director under Section 13 and documents relating to an appeal to the Small Claims Court, must be served by a landlord on a tenant by

- (a) personal service on the tenant;
- (b) personal service on an adult who lives with the tenant;
- (c) leaving a copy in the tenant's mailbox or mail slot at the residential premises if the tenant currently resides there;
- (d) sending the documents to the tenant by prepaid registered mail, prepaid express post or prepaid courier service to
 - (i) the address of the residential premises if the tenant resides there, or
 - (ii) a forwarding civic address provided by the tenant; or
- (e) sending it electronically if
 - (i) it is provided in the same or substantially the same form as if written,

(ii) it is capable of being retained by the tenant so as to be usable for subsequent reference,

(iii) the tenant has provided, in the lease, an electronic address to receive documents, and

(iv) it is sent to the electronic address referred to in sub-clause (iii).

(3) Where a document is sent by registered mail, express post or courier service under this Section, it is deemed to have been served on the third day after the day of mailing, and service may be proved by providing evidence that the notice or document was prepaid and properly addressed and sent.

(4) Where a document is sent electronically under this Section, it is deemed to have been served on the day on which it was sent if the document is sent by four o'clock in the afternoon, or the next day that is not a Saturday or holiday if the document is sent after four o'clock in the afternoon or on a Saturday or holiday.

(5) A tenant may change an electronic address provided in a lease by serving written notice of the new electronic address to the landlord in accordance with subsection (1).

(6) A landlord may change an electronic address provided in a lease by serving written notice of the new electronic address to at least one tenant listed on the lease in accordance with subsection (2).

(7) A person serving a notice under subsection (5) or (6) must retain a copy of the notice for the duration of the tenancy and one year after the end of the tenancy.

14 Subsection 16(3) of Chapter 401 is repealed and the following subsections substituted:

(3) Where a matter is settled by mediation and a party believes another party has failed to comply with the terms of the settlement, the party may apply to the Director for an order in accordance with subsection (4).

(4) An application made under subsection (3) must

(a) be completed in a form published by the Director;

(b) include specific details on the non-compliance with the mediated settlement;

(c) provide supporting documentation, if applicable;

(d) include any other information requested by the Director to determine whether the other party to the mediated settlement has failed to comply with one or more of the terms of the mediated settlement; and

(e) be filed with the Director.

(5) An applicant shall send a copy of the completed application form to the forwarding address or last known address of the other party or to an electronic address provided by the other party.

(6) Where the Director receives an application under subsection (3), the Director may

- (a) require the party requesting the order to provide additional information before determining whether to make an order requiring the other party to comply with the mediated settlement; or
- (b) make an order pursuant to Section 17A if the Director is satisfied that the other party has failed to comply with the terms of the settlement.

15 Section 17A of Chapter 401, as enacted by Chapter 7 of the Acts of 1997 and amended by Chapter 72 of the Acts of 2010 and Chapter 64 of the Acts of 2012, is further amended by adding immediately after clause (i) the following clause:

(ia) require a guarantor to compensate a landlord for any loss suffered or expense incurred that the Director determines is payable by the guarantor under a guarantee agreement as a result of a tenant's breach of the lease or an obligation under the Act if the Director is of the opinion that

- (i) the contents of the guarantee agreement meet the requirements of this Act, and
- (ii) the landlord has complied with the landlord's obligations under Sections 8A to 8M and the guarantee agreement, or any non-compliance by the landlord has not placed the guarantor at a significant disadvantage;

16 Subsection 26(1) of Chapter 401, as amended by Chapter 31 of the Acts of 1992, Chapter 40 of the Acts of 1993, Chapter 7 of the Acts of 1997, Chapter 10 of the Acts of 2002, Chapter 72 of the Acts of 2010, Chapter 70 of the Acts of 2011 and Chapter 27 of the Acts of 2016, is further amended by

(a) adding immediately after clause (cd) the following clauses:

(cda) respecting the manner of disposing of personal property left by a tenant in the residential premises after the tenancy has terminated or the tenant has abandoned the residential premises;

(cdb) respecting the disposal of personal property left by a tenant in the residential premises after the tenancy has terminated or the tenant has abandoned the residential premises notwithstanding the requirements of subsection 5(3) and the circumstances in which such disposal is permitted;

and

(b) relettering clauses (cea) to (cec) as (cef) to (ceh) and adding immediately after clause (ce) the following clauses:

- (cea) prescribing the form of a guarantee agreement;
- (ceb) prescribing any terms, conditions or information required for the purposes of a guarantee agreement;
- (cec) respecting information to be provided by a landlord to a guarantor;
- (ced) respecting the manner of giving notices or other documents under a guarantee agreement;

(cee) respecting additional circumstances in which a guarantor may terminate a guarantee agreement;

17 Sections 2 to 7, 10 to 13 and 15 and clause 16(a) come into force on such day as the Governor in Council orders and declares by proclamation.
