

# Residential Tenancies Act

CHAPTER 401 OF THE REVISED STATUTES, 1989

*as amended by*

1992, c. 31, ss. 1, 4(b) & (c), 5(1), 8(1) & (2) (in part), 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;  
2014, c. 34, ss. 57-59; 2016, c. 27; 2018, c. 41; 2021, c. 36, ss. 1-9, 12-16



© 2023 His Majesty the King in right of the Province of Nova Scotia  
Published by Authority of the Speaker of the House of Assembly  
Halifax

This page is intentionally blank.

CHAPTER 401 OF THE REVISED STATUTES, 1989  
amended 1992, c. 31, ss. 1, 4(b) & (c), 5(1), 8(1) & (2) (in part), 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;  
2014, c. 34, ss. 57-59; 2016, c. 27; 2018, c. 41; 2021, c. 36, ss. 1-9, 12-16

## An Act Respecting Residential Tenancies

### Table of Contents

(The table of contents is not part of the statute)

	Section
Short title.....	1
Purpose	
Purpose.....	1A
Interpretation	
Interpretation.....	2
Calculation of time periods.....	2A
Landlord and Tenant	
Application of Act.....	3
Application of Acts	
Certain Acts do not apply.....	4
Disposal of property of tenant.....	5
Free access by tenant.....	5A
Application Fee	
Prohibition.....	6
Requirement for Lease	
Entitlement to documents and information.....	7
Standard form of lease.....	8
Guarantee Agreements	
Guarantee agreement.....	8A
Form of guarantee agreement.....	8B
Notice of change in information.....	8C
Service of notice and other documents.....	8D
Limit of guarantor's obligation.....	8E
Guarantor responsible for obligations of all tenants at location.....	8F
Documents served by landlord on guarantor.....	8G
Notice of rental increase.....	8H
Changes to landlord rules.....	8I
Termination of guarantee agreement on assignment of lease.....	8J
Notice to guarantor of subletting.....	8K
Notice to guarantor on tenant's failure to comply.....	8L
Termination of guarantee agreement.....	8M

Statutory Conditions

Statutory conditions ..... 9  
 Landlord’s rules ..... 9A  
 Assignment and subletting..... 9B

Notice to Quit

Notice to quit ..... 10  
 Renewal term and daily rents ..... 10A  
 Early termination for sale of residential complex..... 10AA  
 Early termination for demolition, repairs or renovations ..... 10AB  
 Compensation ..... 10AC  
 Order by Director..... 10AD  
 Early termination of year-to-year lease ..... 10AE  
 Early termination upon income reduction ..... 10B  
 Early termination for health reasons..... 10C  
 Early termination upon acceptance into home..... 10D  
 Notice by personal representative..... 10E  
 Early termination for domestic violence reasons..... 10F

Certificate Confirming Grounds to Terminate Tenancy Due to Domestic Violence

Delegation by Director of Victim Services..... 10G  
 Application for certificate..... 10H  
 Director of Victim Services not compellable..... 10I

Rental Increase

Restrictions increasing rent..... 11  
 Rent increase in land-lease community ..... 11A  
 Annual allowable rent increase amount..... 11B

Security Deposit

Security deposit ..... 12

Procedures

Application to Director ..... 13  
 Director’s decision..... 14  
 Service of documents..... 15  
 Duties and powers of Director..... 16  
 Order by Director..... 17  
 Contents of order ..... 17A  
 Consequences of failure to appeal ..... 17B  
 Appeal to Small Claims Court..... 17C  
 Duties of Court on appeal ..... 17D  
 Appeal to Court..... 17E  
 Evidence ..... 17F

Director of Residential Tenancies

Director of Residential Tenancies..... 18A

Personnel

Personnel..... 19  
 Declaration of interest..... 19A  
 No action lies..... 19B

Protection of Tenants

Consequence of retaliatory action by landlord ..... 20

	Enforcement	
Right of entry.....		22A
	Penalty	
Offence and penalty.....		23
Consent to prosecution.....		24
	Application	
Application of Act.....		25
Regulations.....		26
Waiver of fee.....		27
	Manufactured-home Advisory Committee	
Establishment and composition of committee.....		29

**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*;

(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;
- (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;
- (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;
- (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 Internal Services;
- (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 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 roofed accommodation registered under the *Tourist Accommodations Registration Act*, but only while it is being used as a short-term rental as defined in that 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;
- (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);
- (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; 2014, c. 34, s. 57; 2018, c. 41, s. 1; O.I.C. 2019-149; 2021, c. 36, s. 1; revision corrected.

### Calculation of time periods

**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. 2018, c. 41, s. 2.

## 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)** Subject to the regulations, 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 thirty 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; 2018, c. 41, s. 3.

**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.

- (1B)** For the purpose of subsection (1),
- (a) the copy or reproduction of this Act provided by a landlord may be in paper or electronic form; and
  - (b) a landlord is deemed to have provided the tenant with a copy or reproduction of this Act if the landlord provides the tenant

with a hyperlink to, or the web address (uniform resource locator) for, a copy of this Act published online

- (i) by the King's Printer, or
- (ii) by authority of the Speaker of the Assembly.

(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; 2016, c. 27, s. 1.

**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.

**GUARANTEE AGREEMENTS****Guarantee agreement**

**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. 2018, c. 41, s. 4.

**Form of guarantee agreement**

**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. 2018, c. 41, s. 4.

#### **Notice of change in information**

**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. 2018, c. 41, s. 4.

**Service of notice and other documents**

**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 subclause (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. 2018, c. 41, s. 4.

**Limit of guarantor's obligation**

**8E** A guarantor is only responsible for the financial obligations of a tenant that the tenant could be responsible for under this Act. 2018, c. 41, s. 4.

**Guarantor responsible for obligations of all tenants at location**

**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. 2018, c. 41, s. 4.

**Documents served by landlord on guarantor**

**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. 2018, c. 41, s. 4.

#### **Notice of rental increase**

**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. 2018, c. 41, s. 4.

**Changes to landlord rules**

**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. 2018, c. 41, s. 4.

**Termination of guarantee agreement on assignment of lease**

**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. 2018, c. 41, s. 4.

**Notice to guarantor of subletting**

**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. 2018, c. 41, s. 4.

**Notice to guarantor on tenant's failure to comply**

**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. 2018, c. 41, s. 4.

**Termination of guarantee agreement**

**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. 2018, c. 41, s. 4.

## 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 tenant 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. *repealed 2018, c. 41, s. 5.*

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. Notice of Entry - A landlord may enter the premises if the landlord has given the tenant notice of entry that

- (a) is in writing;
- (b) states the purpose of entry, which must be reasonable;
- (c) states the date and time of the entry, which must be between eight o'clock in the morning and eight o'clock in the evening, unless the tenant agrees to a different time;
- (d) is given by the landlord to the tenant at least twenty-four hours and not more than thirty days before the day of entry; and
- (e) is delivered



- (i) using a method set out in subsection 15(2) of the Act, or
- (ii) by text sent to a telephone number provided by the tenant for the landlord to provide notice of entry.

7A. Entry without Written Notice - A landlord shall not enter the premises without written notice unless

- (a) there is an emergency and the entry is necessary to protect life or property;
- (b) the tenant gives consent at the time of entry;
- (c) the tenant gives consent not more than thirty days before the entry; or
- (d) the tenant reasonably appears to have abandoned the residential premises.

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

- and
- (a) after the tenant enters into the tenancy agreement;
  - (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; 1993, c. 40, s. 6; 1997, c. 7, s. 3; 2010, c. 72, ss. 4, 22; 2011, c. 70, s. 1; 2018, c. 41, s. 5; 2021, c. 36, s. 2.

### 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.

#### Assignment and subletting

**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. 2018, c. 41, s. 6.

## 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 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 the landlord may give to the tenant notice to quit the residential premises effective not earlier than the fifteenth day after the date the notice to quit is given to the tenant.

**(6A)** Not later than 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).

**(6BA)** Where the tenant makes an application to the Director under subsection 10(6A) and the Director decides not to set aside the notice to quit after holding a hearing in accordance with Section 17, the Director may order one or more of the following:

- (a) that the tenant vacate the residential 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.

**(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 not later than 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 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 the landlord may give to the tenant notice to quit the residential premises effective not earlier than the seventh day after the date the notice to quit is given to the tenant.

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

**(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, or

(ii) *repealed 2021, c. 36, s. 3.*

(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; 1993, c. 40, s. 8; 1994, c. 32, s. 1; 1997, c. 7, s. 4; 2010, c. 72, ss. 5, 22; 2011, c. 70, s. 2; 2018, c. 41, s. 7; 2021, c. 36, s. 3.

### 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) A tenant may change a year-to-year lease to a month-to-month lease

(a) by giving written notice to the landlord at least three months prior to the anniversary date of the lease; or

(b) where the tenant receives a notice of rent increase from the landlord, by giving written notice to the landlord at least three months prior to the effective date of the rent increase.

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

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

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

(4A) For the purpose of clause (4)(a), the date the change becomes effective is

(a) the anniversary date if the notice is given three months prior to the anniversary date; and

(b) the effective date of the rent increase if the notice is given three months prior to the effective date of a rent increase.

(4B) Where a tenant has exercised the tenant's right under subsection (3) and changed to a month-to-month lease, the landlord shall not charge a rent amount that is more than the rent amount that would be payable by the tenant for the year-to-year lease.

(5) No landlord shall charge daily rents to avoid the provisions of this Act unless the residential premises or a part thereof are registered under the *Tourist Accommodations Registration Act*, but only while the premises are being used as a short-term rental as defined in that Act. 1993, c. 40, s. 9; 2018, c. 41, s. 8; 2021, c. 36, ss. 4-6.

#### **Early termination for sale of residential complex**

**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. 2018, c. 41, s. 9.

#### **Early termination for demolition, repairs or renovations**

**10AB (1)** Where the landlord and tenant mutually agree to terminate a tenancy for the purpose of demolition or making repairs or renovations to the residential premises, the agreement must be in writing and in the form required by the Director.

(2) Where the landlord and tenant do not mutually agree to terminate a tenancy under subsection (1), the landlord may make an application to the Director for an order under Section 17A directing the landlord to be given vacant possession of the residential premises on the date specified in the order, but not less than three months and not greater than twelve months from the date of the order.

(3) In an application under subsection (2), the landlord shall satisfy the Director that the landlord has all the necessary permits and approvals required by law and that the landlord in good faith requires possession of the residential premises for the purpose of

(a) demolition of the residential premises; or

(b) making repairs or renovations so extensive as to require a building permit and vacant possession of the residential premises.

(4) When making a decision on an application under subsection (2), the Director shall consider any vacant possession guidelines prescribed by regulation.

(5) A tenant whose tenancy is terminated by mutual agreement or by an order of the Director under this Section may, at any time before the date specified in the agreement or order, terminate the tenancy effective on a date earlier than the date specified in the agreement or order but at least ten days after the tenant gives notice to the landlord to terminate the tenancy.

(6) For greater certainty, a landlord shall not terminate a tenancy for the purpose of demolition or making repairs or renovations to the residential premises except by mutual agreement or by an order of the Director under this Section. 2021, c. 36, s. 7.

### Compensation

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

(2) A tenant whose tenancy is terminated by mutual agreement or by order of the Director under Section 10AB is entitled to compensation equal to the rent payable for

- (a) the last three months, if the residential complex contains more than four residential premises; or
- (b) the last month, if the residential complex contains four or fewer residential premises.

(3) Where a tenant continues to reside in the residential premises until the date specified in the agreement or order, the tenant is not required to pay rent to the landlord for the applicable compensation period set out in subsection (2).

(4) Where a tenant exercises the right to terminate a tenancy early under subsection 10AB(5), the landlord shall pay the tenant, on or before the effective date of the termination, any remaining compensation owing pursuant to subsection (2).

(5) Where the landlord provides other residential premises that are acceptable to the tenant, and the tenant agrees to enter into a lease with the same benefits and obligations as the current lease for those other residential premises, the tenant is not entitled to the compensation set out in subsection (2). 2021, c. 36, s. 7.

### Order by Director

**10AD** Where a landlord fails to comply with the requirements of Section 10AB or 10AC, on application by the tenant under Section 13, the Director may make an order requiring the landlord to pay to the tenant the compensation required under subsection 10AC(2) and any one or more of the following:

- (a) reasonable moving expenses incurred by the tenant, up to such maximum amount as may be prescribed by regulation;
- (b) reasonable additional expenses incurred by the tenant, up to a maximum amount that is equal to one month’s rent payable under the lease; and

(c) all or a portion of the amount of increased rent that the tenant was obliged to pay under the tenant's new lease for up to twelve months. 2021, c. 36, s. 7.

#### **Early termination of year-to-year lease**

**10AE** Notwithstanding Section 10, where a tenant in a year-to-year tenancy receives notice of a rent increase under Section 11, the tenant may terminate the tenancy by giving the landlord notice to quit, in the form prescribed by regulation, at least three months before the effective date of the rent increase. 2021, c. 36, s. 7.

#### **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 tenancy is terminated on the last day of the rental period immediately after the rental period in which the tenant dies. 1993, c. 40, s. 9; 2010, c. 72, s. 9; 2018, c. 41, s. 10.

#### **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 effective date of the increase;

(b) a month-to-month lease, four months prior to the effective date of the increase;

(c) a week-to-week lease, eight weeks prior to the effective date of the increase,

(d) *repealed 2021, c. 36, s. 8.*

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 effective date of the increase 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.

**(2B)** A landlord shall not give a notice of rent increase that provides for a different rent increase amount if the lease is renewed for a different type of term.

**(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; 2021, c. 36, s. 8.

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

**11A (1)** Where a landlord of a manufactured home space lease intends to increase the rent payable after the first twelve-month period, the landlord shall serve the tenant a notice in writing in the prescribed form and stating the amount and effective date of the increase 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 or without proper written notice prior to the anniversary date in each subsequent year.

**(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; 2021, c. 36, s. 9.

**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;
  - (b) alleging a breach of a lease or a contravention of this Act; or
  - (c) to determine a question or matter arising under a guarantee agreement,

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.

(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.

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

- (a) within such period as the Director may specify;
- (b) where the Director does not specify a period for service, within the period prescribed by regulation; or
- (c) where the Director does not specify a period for service and the regulations do not prescribe a period for service, within seven days.

(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 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;
- (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 subclause (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 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.

(3) Where the landlord or the tenant has made efforts to serve the other party that have been unsuccessful or the Director is not satisfied that a party has been served with an application, the Director may order an alternate acceptable method of service.

(3A) Where an applicant fails to serve a copy of the application on any of the other parties within the period prescribed by subsection (2), the Director may dismiss the application without prejudice.

(3B) For greater certainty, where an application has been dismissed under subsection (3A) and the applicant makes a new application in respect of the same subject matter as the dismissed application, the new application must be accompanied by the fee prescribed by regulation.

(4) An applicant may withdraw an application at any time before an order or decision is made. 1997, c. 7, s. 7; 2016, c. 27, s. 2; 2018, c. 41, s. 11; 2021, c. 36, s. 12.

#### **Director's decision**

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. 2018, c. 41, s. 12.

#### **Service of documents**

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 subclause (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 subclause (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 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. 2018, c. 41, s. 13; 2021, c. 36, s. 13.

#### **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 is binding on the parties and not subject to appeal.

(2A) The written record of settlement prepared pursuant to subsection (2) must be signed by both parties, except, where both parties provide oral consent to the Director, the Director shall document the oral consent in the written record of settlement and sign it.

(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. 1997, c. 7, s. 7; 2018, c. 41, s 14; 2021, c. 36, s. 14.

#### **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 hold a hearing.

(1A) Where two or more applications are filed in respect of disputes between the same landlord and tenant, the Director may hear the applications together.

(1B) The Director may hold a hearing in person, in writing or by telephone, video conference or other electronic means, or by any combination of the foregoing.

(1C) Subject to the regulations, the Director may conduct a hearing in any manner the Director considers appropriate.

(1D) Within fourteen days of concluding a hearing, the Director shall make an order in accordance with Section 17A.

(2) The Director is not disqualified from holding a hearing or making an order respecting a matter by reason of having investigated or endeavoured to mediate the matter. 1997, c. 7, s. 7; 2016, c. 27, s. 3.

#### **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;
- (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;
- (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; 2018, c. 41, s. 15.

**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.

**DIRECTOR OF RESIDENTIAL TENANCIES**

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

**Director of Residential Tenancies**

**18A (1)** The Minister shall designate a person in Service Nova Scotia 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; 2014, c. 34, s. 58.

**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 His Majesty in right of the Province, the Director, a residential tenancy officer, the Director of Victim Services or any other employee or agent of His 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 His 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);
  - (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;
- (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) 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;
  - (cef) 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);
  - (ceg) 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);
  - (ceh) 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;

(co) prescribing the period following the making of an application within which a copy of the application must be served on the other parties;

(cp) respecting the practice and procedure for hearings under Section 17;

(cq) respecting procedures for submitting evidence for use at hearings, including

(i) timelines for submitting evidence to the Director and to the other parties before a hearing commences,

(ii) the types of evidence a party may submit, and

(iii) the participation of witnesses at a hearing;

(cr) prescribing vacant possession guidelines to be considered by the Director in making a decision whether to grant an order giving a landlord vacant possession of residential premises to demolish, repair or renovate the residential premises for the purpose of subsection 10AB(4);

(cs) prescribing the maximum amount of moving expenses that may be awarded by the Director for the purpose of clause 10AD(a);[;]

(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; 2016, c. 27, s. 4; 2018, c. 41, s. 16; 2021, c. 36, s. 16.

#### Waiver of fee

27 (1) 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 Director waives the fee.

(2) Notwithstanding subsection 18A(2), the Director may not authorize a residential tenancies officer to waive an application fee. 1992, c. 31, s. 16; 2002, c. 10, s. 35; 2016, c. 27, s. 5.

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.

(4) The chair of the committee shall be appointed by the Minister. 1993, c. 40, s. 14; 2010, c. 72, s. 21; 2014, c. 34, s. 59.

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