
From: Paige Lana [REDACTED]
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To: Office of the Legislative Counsel
Subject: Bill No. 467 – Interim Residential Rental Increase Cap Act (amended) and Residential Tenancies Act (amended)

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Hi there,

I was hoping to make a short written submission to the committee as I cannot be there in person but have been greatly impacted by the rent cap and fixed term lease loophole.

To the members of the law amendments committee,

My name is Paige Black and I have been living in Halifax, after relocating from Oxford Nova Scotia, since 2011. Some of you may know me from my time as a page. I hope if you do, you know I do not write today to attack any party, but to speak on an issue that is close to my heart, knowing all members at this table are capable of taking ideas from anywhere and doing what is best for Nova Scotians.

This issue is not a simple one and has been slowly getting worse over the past years. With friends who are landlords I know the issue is also not one sided. I am writing today to tell you a bit about my experience and why adjusting the regulations around regular recurring leases as well as fixed term leases is necessary to protect both landlords and tenants.

Firstly, as a tenant I have had varying landlords over the years. From those who were so hands off we couldn't get pest issues solved to lovely and responsive landlords who made sure we had a good place to live. Most recently I spent 2 years in an apartment on a fixed term lease. After the first year they were so hands off I didn't get the new lease actually signed until October (after the new roommate moved in Sept 1). The impression had long been that once you moved in, you were kinda on your own. I didn't mind, rent was cheap. I handled the mouse problem on my own, I fixed things in the apartment at my own cost. Then there was a break in in the building. The upstairs door was kicked in, their apartment trashed and belonging stolen. I just happened to be out for a run or likely would have been home and heard the whole thing.

It was a 4 unit building with a shared external door that wasn't locked. We had long asked for a lock, surely giving 4 people and Canada post keys, wouldn't be that difficult.

Apparently this was the last straw with our landlord. They said clearly we weren't happy here and should move out. This was 6 days before the end of our lease. Now, we were lucky and convinced them to give us a month and we found a new place sooner than that. But I am also lucky to have a supportive network that helped me find the new place. I had a connection that made me known to the landlord.

And if all had gone wrong, I'd have been able to move back in with my parents as my job is remote. Many people are not in this situation. But many people are living in places where their landlords would use a fixed term lease to toss them out if they didn't like them asking for basic things.

Now, I also understand there is some benefit to fixed term leases. If you might have family move in or you might move back. This is understandable, but in this model there must be protections too. And there must be a reason for a fixed term given (British Colombia does this). Equally, for landlords, I understand using a fixed term lease because annual leases can make it importable to remove a tenant, even if they are damaging property, making the other tenants feel unsafe or breaking property rules. I know landlords who are now losing money because they can't remove disruptive tenants and now it is harder to maintain the quality of building and attract other responsible tenants. Or tenants have created so much damage that may have been able to be mitigated if landlords were able to do reasonable inspections to ensure the property is being respected. Clear damage any reasonable person would say is not accidental, should receive one warning then landlords must be able to remove tenants.

Aside from leases, the rent cap needs to include more details for individuals residing in the same residence. There need to be protections regardless the type of lease, for your landlord increasing your rent. Even if a simple budget with operating cost increases was required to get this approved. Right now, too many places are simply taking advantage of the market to profit off everyday people. I understand businesses should not have to operate at a loss, but they should have to prove their costs have gone up, and we need a formula for what is acceptable profit off of housing. People should not be profiting heavily while leaving their tenants in poor conditions.

Lastly, we very much need a tenancy board to review these cases for reasonable-ness. This could be community members. Once there start to be people on both sides being held accountable, I believe renting will stop being the Wild West, and the impact on our community will be immense. A sense of a cared for safe home allows members of our community to thrive, and builds the kind of caring selfless Nova Scotian community we are proud of.

And so I write today and I hope that you will amend the tenancy act, to add some common sense accountability that we can all support.

Thank you for your time,

Paige, the former page

Paige Black (she/her)

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