



Residential Tenancies

Hoarding: Building Awareness and Fostering
Action

October 21, 2015

Agenda

- Residential Tenancies Act and Program Overview
- Before you Sign a Lease
- Signing a Lease
- Security Deposit
- Rent Increases
- Landlord's Rules
- Entry of Premises
- Condition of Premises
- Termination of Tenancy – Tenants and Landlords
- What the Program Offers – Dispute Resolution Process

Residential Tenancies Act

Purpose

- To give tenants and landlords an efficient and cost effective way to settle disputes

Scope

- Act applies when there is a landlord/tenant relationship
- A renter has possession of rental premises (i.e. an apartment, house or manufactured home space) or an agreement to possess them

Applies

- For-profit landlords
- Public Housing
- Co-operative Housing

Who we Are and What we Offer

Director of Residential Tenancies

Residential Tenancy Officers

Information Services Staff

- Counter Staff at Access Centres
- Contact Centre 424-5200 or 800-670-4357

Information

- Printed (Available at Access Centres)
- www.accessns.ca/residential-tenancies
- www.novascotia.ca/rta
- Twitter - @nsconsumers

Dispute Resolution

Before you Sign a Lease

A lease is a contract – be careful and be aware!

Tips for Success:

- Conduct research
- Be careful choosing a roommate
- Know what you can afford
- Know your timeframe

Signing a Lease

- A lease – the contract between the renter (you!) and the landlord
- Things to look out for:
 - Term of the lease
 - Year-to-Year
 - Month-to-Month
 - Week-to-Week
 - Fixed-Term
 - Anniversary date (date you sign the lease)
 - When your rent is due
 - Know your notice period
 - Have a written lease

Security Deposit

- Standard part of signing a lease
- Landlord can't demand or accept a security deposit greater than $\frac{1}{2}$ of one month's rent
- Landlords can't demand application fees or disguise security deposits as application fees (any \$\$ exchanged before a lease is signed)
- Security deposits are used to cover any damages or other costs incurred at the end of the tenancy
 - Does not include normal decline/deterioration of the premises during the tenancy (i.e. carpet cleaning)

Rent Increases

- No increase for 12 months
- No more than one increase in a year
- Landlords must give 4 months' notice for a rent increase
- If a service is discontinued, that is considered a rental increase

Landlord's Rules

- Tenant must receive a copy of any rules in writing before signing the lease
- Rules must be reasonable and have to apply to all tenants
 - i.e. Landlord may not have possession of your passport or study permit
- Can be changed with 4 months' notice before the anniversary date

Entry of Premises

- Except for an emergency, a landlord cannot enter a unit without consent unless:
 - Notice of termination has been given and the unit is being showed for sale or rent
 - The entry is made during daylight hours and written 24 hour notice has been given

Condition of Premises

- Landlord must keep premises
 - In good repair
 - Fit for habitation
- Landlord must comply with health, safety & housing laws
- Tenant must keep premises
 - Clean (not damaging property)
 - Free from damage that is caused by the tenant or by a tenant's failure to act

Terminating a Tenancy

- “Immediate Tenure”
- Landlords can’t give notice that they are not renewing a lease in a:
 - Year-to-year, month-to-month, or week-to-week tenancy
- When signing a non fixed-term lease, landlords must have cause to terminate a tenancy at any point during the tenancy
- Fixed-term leases are not subject to “Immediate Tenure”

Terminating a Tenancy - Tenant

- At the proper notice period for your lease:
 - 3 months' written notice for a year-to-year lease
 - 1 month written notice for a month-to-month lease
 - 1 week written notice for a week-to-week lease
 - No notice for a fixed-term – the tenancy just ends
- Health reasons related to the rental unit
 - Mold and respiratory problems
- Loss of income due to health reasons
- Landlord has violated the RTA and broken the lease

Terminating a Tenancy - Landlord

- Tenant breaches Statutory Condition 3, 4, or 5 under Subsection 9(1) of the Act
 - (3) Good Behaviour
 - (4) Obligation of the Tenant
 - (5) Subletting Premises
- Landlords can give a **15 day** Notice to Quit

Terminating a Tenancy - Landlord

- Tenant violates other provisions of the *Act, Regulations* or lease (including landlord rules)
- Landlord requires possession of unit for personal reasons, to conduct extensive renovations or is uninhabitable
(Done so by making Application to Director)
- Safety and security (**5 day** notice to quit)
- Landlords can give a Notice to Quit for rental arrears after the rent is **15 days** late

Information

Contact Centre

- 424-5200 or 800-670-4357
- Answer 50,000 inquiries each year

Information Services Staff

- Counter Staff at Access Centres
- Printed information: forms, applications, educational information

Web Site

- www.accessns.ca/residential-tenancies
- www.novascotia.ca/rta

Dispute Resolution

- Complaint driven
- Director's decisions are not public
- Use of lawyers is exception, not rule
- Approaches used
 - Information
 - Mediation & Adjudication

Dispute Resolution Process

- Application to Director submitted/hearing scheduled
- Mediation attempted
- Hearing held if mediation unsuccessful
 - Evidence accepted
 - Written/physical
 - Testimony
- Decision Rendered
- Appeal/Enforcement

Mediation

Mediation process is simple

- Mediation is offered whenever an Application to Director is made
- It is voluntary
- Offered before hearing date or on day of hearing
- Residential Tenancies facilitates
- Agreement cannot contravene Act

Adjudication

- If mediation is unsuccessful, a hearing will take place and an Officer will render a decision
- Adjudicator & mediator same person
- Information for decision collected during a Residential Tenancies Hearing

Appeal and Enforcement

Appeal

- Appeal to Small Claims Court
- Further appeal to Supreme Court

Enforcement

- If no appeal, decision can be converted into a Small Claims Court Order
- Sheriff can enforce

Questions? Comments?

Thank you!