

Dalhousie Legal Aid Service

Finding a Place & Being a Good Tenant

What to do when looking for a place
and what to do once you've found it



Tenant Rights Series

DOES THIS BOOKLET APPLY TO YOU?

This booklet is a guide for tenant’s rights in Nova Scotia. In Nova Scotia, **the Residential Tenancies Act and Regulations (the RTA) are the law for rental housing**. This means that your rights as a tenant are covered by the RTA.

Are You Covered by the RTA?

If you pay rent you are probably covered by the RTA, even if you didn’t sign a lease. However, there are some exceptions.

In other words, the RTA **DOES** apply if you live in:

- Apartment, Flat or Rooming House
- House or Housing Co-operative (Co-op)
- Public / Metro Housing
- Manufactured home spaces

The RTA does **NOT** apply if you live in:

- University Residences
- Shelters
- Hospitals or Nursing Homes / Care Facilities
- Correctional Facilities
- Hotels / Motels

**THIS GUIDE CONTAINS LEGAL INFORMATION, NOT LEGAL ADVICE
AND IS NOT INTENDED TO REPLACE TALKING TO A LEGAL
PROFESSIONAL**

Everything depends on the individual circumstance. You should only rely on this as a guide. If you need further help, see the Resources page at the back of this guide. This guide is current as of: **June 11, 2019.**

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FINDING A PLACE TO RENT

This chapter highlights things to watch for and watch out for when you're looking for a place to rent. There are a lot of different things to look out for when finding a place to rent, below are some things to be aware of or to avoid.

NOTE: There is no limit on how much rent a landlord can charge a new tenant when they first move in.

Go in person:

Never sign a lease for a rental unit that you have not seen. If you are not able to go in person, then you should try and send a friend. It is a big risk to sign a lease if you haven't seen the unit you are renting. There are a lot of scams out there, and the unit might be very different from what you expected. **Remember, it is very hard to get out of a lease if you find out that the unit isn't what you were expecting.**

NOTE: Do not send money to a landlord (for a security deposit, for rent, or for whatever reason) before seeing the place and meeting the landlord in person. Do not send money to someone unless you have signed a lease with them **AND** you have their contact information.

Sample / Model Units:

Model units are common in big buildings with many units. Often the landlord will set up one apartment as a model unit to show potential tenants, instead of showing you the actual apartment you are interested in renting. When you go to see an apartment you are interested in renting ask the landlord if the unit they are showing you is the actual

unit you will be moving into, or if it is a “sample / model unit.” If it is a model unit, ask when you will be able to view the unit you will actually be moving into. Also ask why the actual unit is not available for viewing. The landlord has the right to enter an available unit to show it to prospective tenants, so there should be no reason for them to refuse to show you the place they want to rent to you.

Utilities:

When you are looking for a place to rent make sure to always ask what utilities are included. Make sure that the lease clearly says which utilities are included and which ones are not. For example, if heat and hot water are supposed to be included in the rent, make sure it says so in the lease.

Always ask how the unit is heated. This is because a lease might say that heat is included, but electricity is not. In this case if the unit is heated by electric heaters you will pay for the electricity that the heaters use to heat your place and you will end up having to pay for your heat, even though it says heat is included in the lease.

NOTE: Even if your unit is heated by geothermal heat it still requires electricity, so there will be some heating costs associated with the electricity bill.

Co-Signers:

Don't be worried if the landlord asks for a co-signer. It is a common practice. It is especially common if you are a student, don't have references, or were recently unemployed. A co-signer is someone who signs the lease with the tenant, but is not a tenant. The co-signer does not live in the rental unit. **The co-signer is held legally and financially liable for the rental unit.** This means that if the tenant cannot or does not pay

rent, or damages, the co-signer will have to pay for them. The landlord can go after the co-signer, the tenant, or both for unpaid rent.

Getting a co-signer:

A **landlord is allowed to ask for someone to co-sign your lease** if they have reason to believe that you cannot afford the rent on your own. **A landlord can refuse to rent to you if you do not have a co-signer.** In these cases you will need someone to be a co-signer to be able to rent the unit .

Being a co-signer:

Be very cautious before you co-sign for somebody. Even if the landlord is able to easily claim against the tenant, they could choose to go after you instead, if they believe there is a greater chance of recovering from you than the tenant.

For example, if you co-signed for a friend and they do not pay their rent, by law you will have to pay their rent.

Payments in Cash:

Some landlords will ask for rent or for the security deposit in cash. **You should NOT pay for your rent or security deposit in cash.** Even if you get a receipt, it is very hard to prove that you made the cash payments. You should avoid paying anything related to your tenancy in cash so that you can have a way of documenting your payments.

Discrimination:

In Nova Scotia it is illegal not to rent to you for any of the following reasons:

- Age
- Gender (including gender expression and gender identity)
- Sexual orientation
- Marital status
- If you are pregnant or have children
- Religion, creed or political belief
- Race or colour
- Ethnic, aboriginal or national origin
- Physical or mental disability
- Source of income. For example, if you receive social assistance or other governmental assistance, or if you receive support payments from a spouse or former spouse
- Disease or illness

NOTE: A landlord is allowed to ask how much money you make. A landlord CAN REFUSE to rent to you if they think that your income is not high enough, or steady enough, for you to afford rent. A landlord cannot discriminate based on the SOURCE of your income.

If you think that a landlord is discriminating against you, you can contact the Nova Scotia Human Rights Commission. For further resources please visit the resources section at the back of this guide.

SEALING THE DEAL

Before You Sign:

Read the lease and the rules. **Never sign anything that you have not read.** Don't initial anything that isn't true.

For example, the landlord will ask you to initial that you received a copy of the Residential Tenancies Act (RTA), the lease itself, and the landlord's rules. If you did not receive these then don't initial the lease saying that you did. The landlord may give you a paper or electronic copy of the RTA. The electronic copy can be a web link to the RTA.

Make sure you go through the rental unit and **very carefully document everything** that is damaged. Your landlord should offer to inspect the unit with you on the day you move in, and you should document everything during this inspection.

Make sure the lease is correct and that it includes the amount of rent that was agreed upon, and the utilities that are included. Make sure that the landlord's contact information (phone number and e-mail) is on the lease too.

NOTE: If you want to be extra diligent, research your landlord before you rent the unit. You can do an online search to see if any red flags come up. If your landlord has been in the news, that's generally bad news.

Rental Application Fees:

Rental application fees are illegal in Nova Scotia. A landlord cannot ask you for a rental application fee when you are looking for a place to rent. Beware of landlords who ask for a rental application fee. It is never a good idea to start a relationship with someone who is already breaking the law.

Receiving a Copy of the Lease and the RTA:

Your landlord MUST give you (or one of your co-tenants if you are sharing a place) **a copy of the lease** within 10 days of the day you sign the lease.

Your landlord MUST also give you a copy of the RTA. If there is more than one tenant, the landlord only has to give a copy of the RTA to one of the tenants. The landlord can give you the RTA in paper or electronic form. The landlord CANNOT charge you money for the copy of the RTA.

If your landlord does not give you a copy of your lease or of the RTA, you can end your tenancy. You can end the lease either at any time before you receive a copy of the lease or RTA, or with one full-months' notice after you have received a copy of the lease and act from the landlord.

Security Deposit:

The landlord CAN ask you to pay a security deposit (sometimes called a 'damage deposit') at the beginning of your tenancy. **Your landlord cannot demand more than one half of the first month's rent as a security deposit.**

Your landlord cannot demand the last month's rent at the beginning of your tenancy — this is illegal. Your landlord cannot ask for extra deposits for things like keys, fire extinguishers, carpets, or pets.

When the Landlord Does Something Fishy:

The purpose of this guide is to help you make an informed decision when finding a place to rent. If you are in a situation where you want a unit, can't find another unit to rent, or need a place to live now, and the landlord asks for something they shouldn't (or for something illegal, like an application fee) the landlord is putting you in a tough position. Unfortunately, in this situation you need to make a judgement call. You need to decide if you're willing to start this relationship on the wrong

foot. If a landlord is putting you in this situation, it is generally a sign that the relationship will likely get worse, not better.

If you are in this situation, because you have no other choice your options are, unfortunately, limited. You can either accept the landlord's requests or try and find another place.

MOVING DAY

The Walkthrough

You and your landlord should do a walkthrough before you move into your new place. This includes before you move any furniture or any of your stuff in. If your landlord or one of their representatives does not do a walkthrough with you on your move-in day, you should do the walkthrough yourself.

Take pictures of everything. This means that you should not only take pictures of the floors, and the ceilings, but of every little thing you can. If you are doing a walkthrough of a one bedroom apartment you should take around 100 pictures. These should be pictures of:

- All rooms, kitchen, bathroom
- Closets
- Windows
- Doors
- Countertops, cabinets and drawers (inside and out)
- Stove top, burners, oven (inside and out)
- The fridge and freezer (inside and out)
- The sinks (bathroom and kitchen)
- Outlets
- And more!

NOTE: If you're renting a house you need to take pictures of both the interior of the house and the exterior of the house. You only need to take pictures of the interior of the apartment.

Make sure to take notes of anything that stands out. For example, take notes if things are dirty, broken, or damaged. Also take notes of the approximate age of the appliances in the unit.

Make sure to keep copies of all of the pictures and notes in a safe place where they're easy to find. Don't just leave the pictures on your phone. At a minimum send them to yourself. **Keep copies of the pictures for at least 2 years after the lease ends.**

NOTE: When you move out you'll need to take pictures of all of the same things you took pictures of when you moved in. This is so you can have proper documentation of the condition of the unit before you moved in and after you move out.

BEST PRACTICES #1:

DOCUMENTATION

Document everything! Documentation is crucial to being a good tenant. If you have proper documentation for how you pay your rent, for requests for repairs, and so on you will be better prepared to defend yourself if you ever need to.

Keep all of your documents for at least 2 years after your tenancy ends!

How to keep your documents:

- Take photos of the unit the day you move in and the day you move out. **Make sure to send these copies to yourself.** Either upload the pictures to the cloud (or online storage area), or send multiple copies of them to different emails, or print them out and store them in a safe place.
- For all paper documents: Keep them in an organized folder somewhere safe and easy to find in your home.
- **Keep all of the paperwork your landlord gives you.**
- **Make sure all communications with your landlord are done over email.** Just texting is not good enough, because if you lose your phone you lose all copies of your communication with your landlord. At least save your text messages.
- If you have any in-person or over-the-phone conversations with your landlord, type out what was discussed and send this in an email to your landlord asking them to confirm that you had this conversation. This makes sure that there is a document of the conversation.

BEST PRACTICES #2:

HOW TO PAY YOUR RENT

Do not pay your rent in cash. Even if you get a receipt, it is never a good idea to pay rent in cash.

Safe Ways to Pay Your Rent:

- Cheque
 - Note:** Your landlord CAN legally request post-dated cheques as long as this is stated in the written lease. But, they can be a problem, because some banks allow post-dated cheques to be deposited early.
- E-mail money transfer
- Direct deposit
- Money order
- If you receive Income Assistance (IA), ask your IA worker to either:
 - ⇒ Pay your rent directly to your landlord , or
 - ⇒ Get a Trustee who will pay your rent directly to your landlord

You MUST pay your rent in full and on time. If you do not pay your rent on time, your landlord can charge you a late payment penalty. However, if your landlord wants the right to charge you a late payment penalty, they must include this information in the lease that you signed. A late payment penalty for late rent can be no more than 1% of the total rent you pay per month. For example, if your rent is \$500, a penalty can be no more than \$5 a month.

BEST PRACTICES #3:

TENANT INSURANCE

What is Tenant Insurance?:

Tenant insurance covers damage from fire, flood, theft and liability. Liability in this case means that if someone gets injured in your place and they sue you for damages you will not have to pay the damages, your tenant insurance will. Tenant insurance also covers some types of extensive damage to the property (even if you caused it) that would not be covered by the security deposit.

Do you Need it?:

Many landlords are including tenant insurance as a landlord's rule making the tenant responsible for it. However, even if your lease specifies that you are responsible for tenant insurance, that doesn't mean that you have to buy it. It means that if you buy it you will have to pay for it; your landlord will not cover it.

Your landlord cannot evict you for not having tenant insurance, but they could charge you for the costs of damages to the unit that would have been covered by tenant insurance.

NOTE: If you can afford tenant insurance, Dalhousie Legal Aid Service highly recommends you get it.

Where to Get it?:

Tenant insurance is like most kinds of insurance. It is available from many different insurance brokers, and at different prices (more expensive covers more, less expensive covers less).

- If you have insurance (for example, car insurance) talk to your insurance broker and see if they have tenant insurance.
- If you're a student who recently lived with your parents, and they have some type of insurance, you might be covered by your parents insurance. Make sure to check with them and their insurance broker to see if their insurance can cover your tenant insurance.
- Again, most insurance brokers sell tenant insurance, so **shop around**.

NOTE: Insurance history is like a credit score. If you have no insurance history you might have to pay more for tenant insurance than if you have a long insurance history.

RESPONSIBILITY #1:

PAYING RENT

- You are responsible for paying your rent in full and on time every month.

RESPONSIBILITY #2:

TELLING YOUR LANDLORD ABOUT REPAIRS

- **You are responsible for notifying the landlord of any problems with the property.** This includes, for example, if repairs are needed, or if there are pests.
- You also need to tell your landlord about any security problems.
- In short, you are responsible for taking reasonable care of the property and notifying your landlord of any problems with the property.

NOTE: You are not responsible for fixing things, but for letting your landlord know if something is broken. It is your landlord's responsibility to fix it.

RESPONSIBILITY #3:

GOOD BEHAVIOUR

- **You are responsible for not bothering your neighbours.** Living in an apartment is different than in a house, which means that you need to be more cautious of how much noise you make; if you smoke, where you're smoking; and so on.
- **You are responsible for following the landlord's written rules.** If you agreed to any landlord-made rules in the lease (like no smoking, or no pets), you have to follow these rules.

RESPONSIBILITY #4:

END OF LEASE

- You are responsible for giving your landlord **proper notice for ending your tenancy**.
- You also need to give your landlord **proper notice if you want to change your lease** from a year-to-year lease to a month-to-month lease (or vice versa).
- **Proper notice is:** 3 months before your anniversary date for a yearly lease, and 1 month notice for a monthly lease.

RESOURCES

Dalhousie Legal Aid Service — Specialized Guides:

- Tenant Rights Guide
- Legal Procedures & Dispute Resolution Guide
- Public Housing Guide
- Manufactured Home Parks Guide
- Enforcement Guide

Residential Tenancies — Access Nova Scotia:

- Resource that you can use to begin a claim with Residential Tenancies. It also has relevant information for tenants, like the RTA and a tenant's guide.
- **Telephone:** (902) 424-5200 or 1-800-670-4357 (toll free in North America)
- **Online:** <https://www.gov.ns.ca/snsmr/access/land/residential-tenancies.asp>
- **Halifax:** 300 Horseshoe Lake Drive, Bayers Lake Business Park
- **Dartmouth:** 250 Baker Drive, Suite 134

Nova Scotia Human Rights Commission — Halifax:

- Resource to deal with issues of discrimination.
- **Telephone:** (902) 424-4111 or 1-877-269-7699 (toll free in Nova Scotia)
- **Email:** hrcinquiries@gov.ns.ca

Halifax Regional Municipality (HRM) — Building Inspector:

- A relevant resource if your rental unit or building is not properly taken care of. They can give your landlord an order to do repairs, and if they don't HRM will do them and charge the landlord.
- **Telephone:** 311 in HRM

Legal Information Society of Nova Scotia:

- Resource for general legal information. They also have a lawyer referral service.
- **Telephone:** (902) 455-3135 or 1-800-665-9779 (toll free in Nova Scotia)
- **Email:** questions@legalinfo.org
- **Web:** <https://www.legalinfo.org>

Nova Scotia Legal Aid:

- Representation and summary advice for people with low income. There are 19 locations throughout the province.
- **Main Office (Halifax):** (902) 420-3450 or 1-866-420-3450 (toll free)
- **Web:** <http://www.nslegalaid.ca/>

