Residential Tenancies Guides

Smart Tenants: A Renting Guide for Students
This document is intended as an information guide only. For specific information, refer to the *Residential Tenancies Act* and relevant regulations at [www.novascotia.ca/RTA](http://www.novascotia.ca/RTA). You may also wish to seek legal advice for your specific circumstance.

As a student, you may have unique concerns about renting - it may be your first time renting, and it may be your first time signing a contract. In this guide, you will find details about off-campus renting that every student should know. Once you sign a rental contract, called a lease, you have rights and responsibilities. So does the landlord. These rights and responsibilities are set out in the *Residential Tenancies Act*.

**First Things First**

- Know what you are looking for in a rental space before you choose a place to live.
- Decide who your roommates will be. Talk to them about locations, the number of bedrooms and bathrooms, and the appliances you want to be included.
- Decide how much you are willing to pay each month. Make sure to account for rent, utilities, and other living expenses. See the end of our guide for budgeting tips.
- Find roommates you trust, and involve them in all of your renting decisions. You are all equally responsible for the rental space.

**You Found It!**

When you think you have found the perfect living space, inspect it—top to bottom, wall to wall. Walk through the space with the landlord and ask as many questions as you can think of. This is your chance to find any potential problems and issues that may come with the space.

Pay close attention to anything that may require repair and write it down. If any damage goes unnoticed, the landlord may later assume you are responsible and may use your security deposit to fix it. You can use the Rental Unit Condition Report on our website under the Forms section to help you with the inspection.

Take some time to think about your decision before you sign a lease. Be sure you have met all of your requirements. Be sure that you, your roommates, and the landlord agree on the terms of the lease and the building rules.

Landlords cannot charge an application fee to be considered a tenant for a rental unit. Letting your landlord know that you are aware of your rights may help you address this issue. Any money taken by a landlord before the lease has been signed or before rent is due is considered a security deposit.
**Moving Tips**

Time to move in! Here are some things to consider when moving from one place to another:

- Budget for the expense of moving – you may have to hire movers, which can be costly
- Book an elevator, arrange for parking, and have your utilities connected before you move in
- Change your address where necessary – for receiving your bills and other important documents
  - You can have the post office redirect your mail (it usually takes about 2 weeks for redirection to take effect) – and this can be done online at www.canadapost.ca
  - If you are planning on moving more than once in a few years, it may be better to keep having mail sent to your permanent address (i.e. your parent’s address)

**Renters’ Insurance**

The contents of your rented house or apartment are important and valuable, and protecting those items with insurance is something all renters should consider. If not, you could lose everything in the event of theft or damage. Landlords may request that tenants have insurance to cover their personal belongs and personal damage. They can do this by including it in their ‘landlord’s rules’.

Renters’ or tenants’ insurance generally covers personal property such as furniture, clothing, sports equipment, sound system, musical instruments, camera, computer, etc. Insurance can also cover your legal liability if you accidentally cause damage to the rental unit, for example, by fire, explosion, or smoke. All of these things will depend on your particular type of insurance plan.

For more information and rates, speak with an insurance agent or broker, or visit the Insurance Bureau of Canada’s website at www.ibc.ca.

**The Lease**

A lease is a legal contract between a landlord and one or more tenants. Your lease includes everything associated with your rental space. Read it carefully! Your tenancy continues until either you or your landlord gives proper notice to end the tenancy.
There are minimum requirements for a standard lease. These can be found in your copy of the *Residential Tenancies Act*, which can also be found on our website. Your lease must state:

- the start date of the lease
- contact information for your landlord or their agent
- a description of the rental space the total rent per month for the space
- appliances, utilities, and services included in the rent
- the amount of any security deposit
- requirements for ending the lease

You should also be aware of when your lease begins. A lease begins when one of the following 3 things occur:

1. On the day the tenant has access to the rental unit;
2. On the day the tenant and landlord have agreed the tenant has the right to occupy the rental unit, with the promise of rent paid; or
3. On the day the tenant has occupied the rental unit and has paid or agreed to pay rent to the landlord.

Your landlord must give you a signed copy of your lease agreement along with a copy of the *Residential Tenancies Act* within 10 days of signing the lease or moving into your rental unit. If there is no signed copy or paper copy of a lease, the lease will automatically defaults to a month-to-month tenancy, and both tenants and landlords still have all the rights and responsibilities under the *Residential Tenancies Act*. Your tenancy continues until either you or your landlord gives a proper notice to quit.

**The Security “Damage” Deposit**

This type of payment gives the landlord protection against any unpaid rent or damage to the space during the tenancy. It can total no more than half the cost of 1 month’s rent. At the end of the tenancy, if there are no problems and all payments have been made to the landlord as required, the landlord must return your security deposit within 10 days.

**Terminating a Tenancy (Notice to Quit)**

All leases, except fixed-term leases, automatically renew for the same period unless a proper Notice to Quit is given. Terminating a Tenancy (Notice to Quit) is the advance notice required to end a lease. The time involved depends on the type of lease you have, who is submitting the notice, and the reason for the notice.
**When you give notice to the landlord:**
Most student leases run year-to-year. For a year-to-year lease, you must submit your notice to quit in writing to your landlord at least 3 months before the lease anniversary date. If you are in a month-to-month lease, notice is required in writing 1 month in advance. Unless you give sufficient notice to quit, your lease will automatically be renewed at the end of the term for the same type of lease.

For more information please see our guide “Terminating your Tenancy: A Guide for Tenants” available in the guides section of our website.

**When the landlord gives you notice:**
Your landlord may give you a 15-day notice to leave (30 days in land-lease communities) at any time for the following reasons (cause):

- Non-payment of rent of 15 days or more
- Bad behaviour (not meeting terms of lease, noise, etc.)
- Condition of unit (damage or lack of cleanliness)
- Unauthorized sublet or assignment (subletter may be given notice)
- Not following municipal bylaws for manufactured homes.

Your landlord may make an Application for Dispute Resolution to give notice for other reasons, or if you do not leave after 15 days.

**Termination for Safety Risk**
If a tenant poses a risk to the safety or security of the landlord or other tenants in the same building, the tenant may be given a 5-day notice to quit.

**Notice of Rent Increase**
In a year-to-year or month-to-month tenancy, a landlord wishing to increase the rent must give the tenant a notice in writing that states the amount and effective date of the increase. This notice must be given at least 4 months before the anniversary date of the lease. Rent can only be increased once in a 12 month period.
Subletting
Subletting a lease means you can move out and someone else can move in. To do this, you must get permission from your landlord. Landlords cannot unreasonably deny you the right to sublet. There may be a fee for this. The new tenant must follow the same rules that you did and pay the rent required for the rest of the lease. Usually, you pay your rent to your landlord, and then collect rent from the new tenant. If you sublet, you remain responsible to the landlord for the terms of the lease. Sometimes a landlord will agree to accept the new tenant as their own tenant and release you from your lease.

If There Is a Problem...
If you have a conflict with your landlord, you should try to work together to find a solution. Review your lease, the Residential Tenancies Act, or our website to see if the answer to the conflict is there. If you cannot resolve the dispute on your own, you can get help from the Residential Tenancies Program. For more information on the dispute resolution process, please see the “Exploring your Options” guide on our website under the Guides section.
Ten Tenancy Tips

1. **Research!** Check out your potential landlord to see what others think.

2. **Find roommates you trust.** It is important that each of you sign the lease because you are all equally responsible for the rental space.

3. **Hold onto your money.** Do not give the landlord any money, even a security deposit, unless you are sure you want to rent the space and have completely inspected it.

4. **Put it in writing.** Don’t enter into an oral lease. Always have your lease and any relevant issues documented in writing.

5. **Don’t let things go unrepaired.** As soon as you notice a problem, let your landlord know in writing. Keep a copy.

6. **Pay your rent on time!** Your landlord can charge you a 1% late fee each month. If your rent is more than 15 days late, your landlord can terminate your tenancy. There is no situation where you can stop paying rent. If you have trouble with your landlord please see the “Exploring your Options” guide on our website under the Guides section.

7. **Know when your lease ends.** Just because you aren’t there does not mean you don’t have to pay rent. As long as your name is on the lease, you are required to pay the landlord rent on time. The end of the school term is not necessarily the same as the end of your lease.

8. **Note the notice period given in your lease.** You must give advance notice to terminate your lease. Keep an eye on the calendar if you are planning to move.

9. **Take everything with you when you move.** The landlord has the right to dispose of any property left behind after 60 days, or sooner, if it is of little value.

10. **When in doubt, call the Residential Tenancies Program at 1-800-670-4357 or 902-424-5200 in HRM.**
Budgeting Tips

When looking for any rental unit, make sure that you can not only afford the rent, but other living expenses as well. Before looking at any potential rental units, have an idea as to how much you can spend a month on rent and only look at places within your price range.

Once you have found a place you like and it is within your budget and before you go any further, and take the time to make sure that you really can afford it before you sign a lease. Take a look at the budget table below to find out how much you can afford to spend on rent.

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<th>Costs</th>
<th>Estimated Amount</th>
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<tbody>
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<td>Rent</td>
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<td>Utilities</td>
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<td>Power</td>
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<td>Water</td>
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<td>Cable/Internet</td>
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<td>Telephone/Cellphone</td>
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<td>Laundry</td>
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<td>Transportation</td>
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<td>Local Travel (bus, car, gas, etc.)</td>
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<td>Parking</td>
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<td>Necessities</td>
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<td>Food</td>
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<td>Toiletries</td>
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<td>Total Costs</td>
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<td>Total Monthly Income</td>
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Total Income – Total Costs = ___________

Costs Associated with a new Place

When renting in Nova Scotia, landlords are able to charge you with a half months’ rent for the security/damage deposit. You will have to have this half months’ rent plus the first months’ rent ready at the time you move in. Be sure to budget for this.

Also remember that you may need to furnish your apartment (unless you are renting a place that comes furnished). How much furniture will you need to purchase? Can you borrow some pieces from your friends and family? Can you buy used furniture? How much will it cost to move? Make sure you place some money aside for this when working in your budget.