

# RENT CAP FACTS

The rent cap is a temporary limit on how much rent can be increased by landlords in residential rented units.

The rent cap is currently in place until  
**December 31, 2027, at 5%.**



I'm a **Landlord**, what does the rent cap mean for me?

- For any existing tenants, you can only increase the rent once in a 12-month period, and the rent can be increased by a maximum of 5%.
- There are no exceptions to this rule – regardless of the type of lease, how many people may live in the unit, or changes to services offered.
- Landlords need to give tenants notice of a rent increase in writing. The notice needs to state the amount of the increase and the date the rent will go up.

I'm a **Tenant**, what does the rent cap mean for me?

- When you have signed a lease or moved into a unit, your rent can only be increased once in a 12-month period. When your rent is increased, it can only be increased by a maximum of 5%.
- With a fixed-term leases, rent can only be increased once in a 12-month period and can only be increased by a maximum of 5%.
- When a tenant moves into a new unit, there is no restriction on what the rent can be charged. Rental increases in existing units are restricted by the temporary rent cap.

# Points to Note

1. The rental increase cap applies to residential tenants who are on a month-to-month/year-to-year (renewable lease) AND those in a fixed-term lease who are signing another fixed-term lease for the same unit.
2. It does not apply to new tenants signing new leases.
3. It does not apply to rental increases for lot fees in land-lease communities such as land-lease communities (mobile home parks), as they have a separate rent control process for rental increases. Refer to Form M and N for additional information.
4. A landlord is no longer restricted to increasing the rent on an anniversary date of when the tenant signed the lease but must give the tenant at least 4 months' notice in advance of the effective date of the increase and only increase rent once every 12 months.
5. Any additional cost to a tenant for services originally included in the lease (such as parking), or removal of a service that increases rental costs to a tenant (such as requiring a tenant to pay for electricity when it was originally included in the rent) is considered a rental increase.

Any changes to services must follow Section 11 of the Residential Tenancies Act:

- notice must be in writing;
- 4 months prior to effective date of increase or change;
- no changes or increased fees within the first 12 months of the lease;
- any changes or increased fees can only be made once every 12 months;
- the value of the deleted service or increased fee must not exceed the rent cap.



## What happens if a Landlord does not follow the rent increase rules?

The tenant can file an Application to Director to have the rent increase set aside.

Please visit here for more information:

[Application to Director to resolve dispute between landlord and tenant \(Form J\) - Government of Nova Scotia.](#)

## What happens if a Tenant does not agree with the 5% rent increase?

If the tenant does not agree to the rent increase, and it's equal to or less than the 5% cap, they can choose to end their tenancy.

In a year-to-year lease, tenants must give 3 months' notice before their anniversary date if they wish to move out. If a tenant decides to leave because of the rent increase, they can serve the landlord a Form C1 at least 3 full months before their anniversary date.

In a month-to-month lease, a tenant needs to give one full months' notice if they wish to end their tenancy. They can use a Form C to serve their landlord.

Service Nova Scotia Residential Tenancies Program

The legislation can be found here:

[Residential Tenancies Act](#)  
[Interim Residential Rental Increase Cap Act.](#)

