

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.](#)

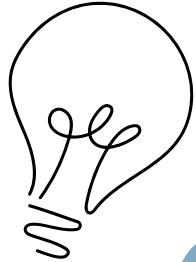
What happens if a Tenant does not agree with the 5% rent increase?

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](#).