

# Royal



# Gazette

## Part II Regulations under the Regulations Act

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**In force date of regulations:** As of March 4, 2005\*, the date a regulation comes into force is determined by subsection 3(6) of the *Regulations Act*. The date a regulation is made, the date a regulation is approved, the date a regulation is filed and any date specified in a regulation are important to determine when the regulation is in force.

\*Date that subsections 3(6) and (7) and Sections 11 and 13 of the *Regulations Act* and amendments to the *Regulations Act* made by Chapter 46 of the Acts of 2004 were proclaimed in force.

**N.S. Reg. 173/2012**

Made: September 13, 2012

Filed: September 17, 2012

Prescribed Petroleum Products Prices

Order dated September 13, 2012  
made by the Nova Scotia Utility and Review Board  
pursuant to Section 14 of the *Petroleum Products Pricing Act*  
and Sections 16 to 19 of the *Petroleum Products Pricing Regulations*

**Order****NSUARB-GAS-W-12-37****In the Matter of the *Petroleum Products Pricing Act*****- and -****In the Matter of Prescribing Prices for Petroleum Products  
pursuant to Section 14 of the *Petroleum Products Pricing Act* and  
Sections 16 to 19 of the *Petroleum Products Pricing Regulations*****Before:** Murray E. Doehler, CA, P. Eng., Member**Order**

**Whereas** the purpose of the *Petroleum Products Pricing Regulations* is to ensure just and reasonable prices for specified petroleum products taking into consideration the objectives of preserving the availability of such products in rural areas, stabilizing prices of such products and minimizing the variances in prices of such products across the Province;

**And whereas** the Nova Scotia Utility and Review Board (“Board”) considered the manner in which it would proceed to set petroleum prices in its decision, 2006 NSUARB 108, issued on October 16, 2006;

**And whereas** the Board revised the retail margin and transportation allowance effective January 6, 2012, in its decision, 2011 NSUARB 181, issued on November 23, 2011;

**And whereas** the average of the average of the daily high and low reported product prices (in Canadian cents) for the week ended September 12, 2012, are:

Grade 1 Regular gasoline	86.6¢ per litre
Ultra-low-sulfur diesel oil	84.2¢ per litre

**Now therefore** the Board prescribes the benchmark prices for petroleum products to be:

Gasoline:	
Grade 1	86.6¢ per litre
Grade 2	89.6¢ per litre
Grade 3	92.6¢ per litre
Ultra-low-sulfur diesel oil	84.2¢ per litre

**And now therefore** the Board has determined, based on historical data regarding price changes and to achieve revenue neutrality, it is appropriate to apply, and the Board so orders, forward averaging corrections of:

Gasoline:	plus 1.3¢ per litre
Ultra-low-sulfur diesel oil:	plus 0.7¢ per litre

**And now therefore** the Board prescribes the prices for petroleum products as set forth in Schedule “A” effective on and after 12:01 a.m., September 14, 2012.

**Dated** at Halifax, Nova Scotia, this 13th day of September, 2012.

Sgd: *Elaine Wagner*  
Clerk of the Board

## Schedule "A"

**Prices Prescribed for Petroleum Products**  
**under the *Petroleum Products Pricing Act* and the**  
***Petroleum Products Pricing Regulations***  
**effective on and after 12:01 a.m. on September 14, 2012**

Nova Scotia Petroleum Price Schedule								
Petroleum Prices in Cents/Litre					Self-Service Pump Prices		Full-Service Pump Prices	
(Pump Prices includes 15% HST)								
	Base Wholesale Price	Fed. Excise Tax	Prov. Tax	Wholesale Selling Price	Min	Max	Min	Max
<b>Zone 1</b>								
Regular Unleaded	94.4	10.0	15.5	119.9	143.4	145.5	143.4	999.9
Mid-Grade Unleaded	97.4	10.0	15.5	122.9	146.9	148.9	146.9	999.9
Premium Unleaded	100.4	10.0	15.5	125.9	150.3	152.4	150.3	999.9
Ultra-Low-Sulfur Diesel	91.4	4.0	15.4	110.8	132.9	135.0	132.9	999.9
<b>Zone 2</b>								
Regular Unleaded	94.9	10.0	15.5	120.4	144.0	146.1	144.0	999.9
Mid-Grade Unleaded	97.9	10.0	15.5	123.4	147.4	149.5	147.4	999.9
Premium Unleaded	100.9	10.0	15.5	126.4	150.9	153.0	150.9	999.9
Ultra-Low-Sulfur Diesel	91.9	4.0	15.4	111.3	133.5	135.6	133.5	999.9
<b>Zone 3</b>								
Regular Unleaded	95.3	10.0	15.5	120.8	144.4	146.5	144.4	999.9
Mid-Grade Unleaded	98.3	10.0	15.5	123.8	147.9	150.0	147.9	999.9
Premium Unleaded	101.3	10.0	15.5	126.8	151.3	153.4	151.3	999.9
Ultra-Low-Sulfur Diesel	92.3	4.0	15.4	111.7	134.0	136.0	134.0	999.9
<b>Zone 4</b>								
Regular Unleaded	95.4	10.0	15.5	120.9	144.6	146.6	144.6	999.9
Mid-Grade Unleaded	98.4	10.0	15.5	123.9	148.0	150.1	148.0	999.9
Premium Unleaded	101.4	10.0	15.5	126.9	151.5	153.5	151.5	999.9
Ultra-Low-Sulfur Diesel	92.4	4.0	15.4	111.8	134.1	136.2	134.1	999.9
<b>Zone 5</b>								
Regular Unleaded	95.4	10.0	15.5	120.9	144.6	146.6	144.6	999.9
Mid-Grade Unleaded	98.4	10.0	15.5	123.9	148.0	150.1	148.0	999.9
Premium Unleaded	101.4	10.0	15.5	126.9	151.5	153.5	151.5	999.9
Ultra-Low-Sulfur Diesel	92.4	4.0	15.4	111.8	134.1	136.2	134.1	999.9
<b>Zone 6</b>								
Regular Unleaded	96.1	10.0	15.5	121.6	145.4	147.4	145.4	999.9
Mid-Grade Unleaded	99.1	10.0	15.5	124.6	148.8	150.9	148.8	999.9
Premium Unleaded	102.1	10.0	15.5	127.6	152.3	154.3	152.3	999.9
Ultra-Low-Sulfur Diesel	93.1	4.0	15.4	112.5	134.9	137.0	134.9	999.9

**N.S. Reg. 174/2012**

Made: September 12, 2012

Filed: September 19, 2012

Fluid Dairy Pricing Regulations

Order dated September 12, 2012  
Amendment to regulations made by the Natural Products Marketing Council  
pursuant to Section 9 of the *Dairy Industry Act*

**Natural Products Marketing Council**

I certify that the Natural Products Marketing Council, pursuant to Section 9 of Chapter 24 of the Acts of 2000, the *Dairy Industry Act*, at its meeting on September 12, 2012, carried a motion to amend the *Fluid Dairy Pricing Regulations*, N.S. Reg. 95/2003, made by the Natural Products Marketing Council on April 8, 2003, in the manner set forth in the attached Schedule "A", effective on and after September 12, 2012.

Signed at Truro, in the County of Colchester, Nova Scotia on September 13, 2012.

Natural Products Marketing Council

per: *E. A. Crouse*  
Elizabeth A. Crouse  
General Manager

**Schedule "A"**

**Amendment to the *Fluid Dairy Pricing Regulations*  
made by the Natural Products Marketing Council  
under clauses 9(c) and (d) of Chapter 24 of the Acts of 2000,  
the *Dairy Industry Act***

- 1 Clause 2(a) of the *Fluid Dairy Pricing Regulations*, N.S. Reg. 95/2003, made by the Natural Products Marketing Council on April 8, 2003, is amended by adding the following row immediately under the row beginning "250 ml":

200 ml	.36
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- 2 Clause 2(b) of the regulations is amended by adding the following row immediately under the row beginning "250 ml":

200 ml	.36
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- 3 Clause 2(c) of the regulations is amended by adding the following row immediately under the row beginning "250 ml":

200 ml	.36
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- 4 Clause 2(d) of the regulations is amended by adding the following row immediately under the row beginning "250 ml":

200 ml	.42
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- 5 Clause 2(i) of the regulations is amended by adding the following row immediately under the row beginning “250 ml”:

200 ml	.44
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### N.S. Reg. 175/2012

Made: September 19, 2012

Filed: September 24, 2012

Prescribed Petroleum Products Prices

Order dated September 19, 2012  
made by the Nova Scotia Utility and Review Board  
pursuant to Section 14 of the *Petroleum Products Pricing Act*  
and Sections 16 to 19 of the *Petroleum Products Pricing Regulations*

Order

NSUARB-GAS-W-12-38

**In the Matter of the *Petroleum Products Pricing Act***

- and -

**In the Matter of Prescribing Prices for Petroleum Products  
pursuant to Section 14 of the *Petroleum Products Pricing Act* and  
Sections 16 to 19 of the *Petroleum Products Pricing Regulations***

**Before:** Peter W. Gurnham, Q.C., Chair

### Order

**Whereas** the purpose of the *Petroleum Products Pricing Regulations* is to ensure just and reasonable prices for specified petroleum products taking into consideration the objectives of preserving the availability of such products in rural areas, stabilizing prices of such products and minimizing the variances in prices of such products across the Province;

**And whereas** the Nova Scotia Utility and Review Board (“Board”) considered the manner in which it would proceed to set petroleum prices in its decision, 2006 NSUARB 108, issued on October 16, 2006;

**And whereas** the Board revised the retail margin and transportation allowance effective January 6, 2012, in its decision, 2011 NSUARB 181, issued on November 23, 2011;

**And whereas** the Board has determined that due to a significant drop in the price of gasoline it is appropriate to adjust the weekly price most recently prescribed by the Board;

**Now therefore** the Board prescribes the benchmark price for gasoline products to be:

Gasoline:

Grade 1	82.6¢ per litre
Grade 2	85.6¢ per litre
Grade 3	88.6¢ per litre

**And now therefore** the Board has determined that no forward averaging correction should be applied;

**And now therefore** the Board prescribes the prices for petroleum products as set forth in Schedule “A” effective on and after 12:01 a.m., September 20, 2012.

**Dated** at Halifax, Nova Scotia, this 19th day of September, 2012.

Sgd: *Elaine Wagner*  
Clerk of the Board

**Schedule "A"**  
**Prices Prescribed for Petroleum Products**  
**under the *Petroleum Products Pricing Act* and the**  
***Petroleum Products Pricing Regulations***  
**effective on and after 12:01 a.m. on September 20, 2012**

<b>Nova Scotia Petroleum Price Schedule</b>								
<b>Petroleum Prices in Cents/Litre</b>					Self-Service Pump Prices		Full-Service Pump Prices	
					(Pump Prices includes 15% HST)			
	Base Wholesale Price	Fed. Excise Tax	Prov. Tax	Wholesale Selling Price	Min	Max	Min	Max
<b>Zone 1</b>								
Regular Unleaded	89.1	10.0	15.5	114.6	137.3	139.4	137.3	999.9
Mid-Grade Unleaded	92.1	10.0	15.5	117.6	140.8	142.8	140.8	999.9
Premium Unleaded	95.1	10.0	15.5	120.6	144.2	146.3	144.2	999.9
Ultra-Low-Sulfur Diesel	91.4	4.0	15.4	110.8	132.9	135.0	132.9	999.9
<b>Zone 2</b>								
Regular Unleaded	89.6	10.0	15.5	115.1	137.9	140.0	137.9	999.9
Mid-Grade Unleaded	92.6	10.0	15.5	118.1	141.3	143.4	141.3	999.9
Premium Unleaded	95.6	10.0	15.5	121.1	144.8	146.9	144.8	999.9
Ultra-Low-Sulfur Diesel	91.9	4.0	15.4	111.3	133.5	135.6	133.5	999.9
<b>Zone 3</b>								
Regular Unleaded	90.0	10.0	15.5	115.5	138.3	140.4	138.3	999.9
Mid-Grade Unleaded	93.0	10.0	15.5	118.5	141.8	143.9	141.8	999.9
Premium Unleaded	96.0	10.0	15.5	121.5	145.2	147.3	145.2	999.9
Ultra-Low-Sulfur Diesel	92.3	4.0	15.4	111.7	134.0	136.0	134.0	999.9
<b>Zone 4</b>								
Regular Unleaded	90.1	10.0	15.5	115.6	138.5	140.5	138.5	999.9
Mid-Grade Unleaded	93.1	10.0	15.5	118.6	141.9	144.0	141.9	999.9
Premium Unleaded	96.1	10.0	15.5	121.6	145.4	147.4	145.4	999.9
Ultra-Low-Sulfur Diesel	92.4	4.0	15.4	111.8	134.1	136.2	134.1	999.9
<b>Zone 5</b>								
Regular Unleaded	90.1	10.0	15.5	115.6	138.5	140.5	138.5	999.9
Mid-Grade Unleaded	93.1	10.0	15.5	118.6	141.9	144.0	141.9	999.9
Premium Unleaded	96.1	10.0	15.5	121.6	145.4	147.4	145.4	999.9
Ultra-Low-Sulfur Diesel	92.4	4.0	15.4	111.8	134.1	136.2	134.1	999.9
<b>Zone 6</b>								
Regular Unleaded	90.8	10.0	15.5	116.3	139.3	141.3	139.3	999.9
Mid-Grade Unleaded	93.8	10.0	15.5	119.3	142.7	144.8	142.7	999.9
Premium Unleaded	96.8	10.0	15.5	122.3	146.2	148.2	146.2	999.9
Ultra-Low-Sulfur Diesel	93.1	4.0	15.4	112.5	134.9	137.0	134.9	999.9

**N.S. Reg. 176/2012**

Made: September 20, 2012

Filed: September 24, 2012

Prescribed Petroleum Products Prices

Order dated September 20, 2012  
made by the Nova Scotia Utility and Review Board  
pursuant to Section 14 of the *Petroleum Products Pricing Act*  
and Sections 16 to 19 of the *Petroleum Products Pricing Regulations*

**Order****NSUARB-GAS-W-12-39****In the Matter of the *Petroleum Products Pricing Act*****- and -****In the Matter of Prescribing Prices for Petroleum Products  
pursuant to Section 14 of the *Petroleum Products Pricing Act* and  
Sections 16 to 19 of the *Petroleum Products Pricing Regulations*****Before:** Peter W. Gurnham, Q.C., Chair**Order**

**Whereas** the purpose of the *Petroleum Products Pricing Regulations* is to ensure just and reasonable prices for specified petroleum products taking into consideration the objectives of preserving the availability of such products in rural areas, stabilizing prices of such products and minimizing the variances in prices of such products across the Province;

**And whereas** the Nova Scotia Utility and Review Board (“Board”) considered the manner in which it would proceed to set petroleum prices in its decision, 2006 NSUARB 108, issued on October 16, 2006;

**And whereas** the Board revised the retail margin and transportation allowance effective January 6, 2012, in its decision, 2011 NSUARB 181, issued on November 23, 2011;

**And whereas** the average of the average of the daily high and low reported product prices (in Canadian cents) since the last price setting are:

Grade 1 Regular gasoline	77.5¢ per litre
Ultra-low-sulfur diesel oil	82.7¢ per litre

**Now therefore** the Board prescribes the benchmark prices for petroleum products to be:

Gasoline:	
Grade 1	77.5¢ per litre
Grade 2	80.5¢ per litre
Grade 3	83.5¢ per litre
Ultra-low-sulfur diesel oil	82.7¢ per litre

**And now therefore** the Board has determined, based on historical data regarding price changes and to achieve revenue neutrality, it is appropriate to apply, and the Board so orders, forward averaging corrections of:

Gasoline:	plus 2.5¢ per litre
Ultra-low-sulfur diesel oil:	minus 0.8¢ per litre

**And now therefore** the Board prescribes the prices for petroleum products as set forth in Schedule “A” effective on and after 12:01 a.m., September 21, 2012.

**Dated** at Halifax, Nova Scotia, this 20th day of September, 2012.

Sgd: *Elaine Wagner*  
Clerk of the Board

## Schedule "A"

**Prices Prescribed for Petroleum Products  
under the *Petroleum Products Pricing Act* and the  
*Petroleum Products Pricing Regulations*  
effective on and after 12:01 a.m. on September 21, 2012**

Nova Scotia Petroleum Price Schedule								
Petroleum Prices in Cents/Litre					Self-Service Pump Prices		Full-Service Pump Prices	
(Pump Prices includes 15% HST)								
	Base Wholesale Price	Fed. Excise Tax	Prov. Tax	Wholesale Selling Price	Min	Max	Min	Max
<b>Zone 1</b>								
Regular Unleaded	86.5	10.0	15.5	112.0	134.3	136.4	134.3	999.9
Mid-Grade Unleaded	89.5	10.0	15.5	115.0	137.8	139.8	137.8	999.9
Premium Unleaded	92.5	10.0	15.5	118.0	141.2	143.3	141.2	999.9
Ultra-Low-Sulfur Diesel	88.4	4.0	15.4	107.8	129.5	131.6	129.5	999.9
<b>Zone 2</b>								
Regular Unleaded	87.0	10.0	15.5	112.5	134.9	137.0	134.9	999.9
Mid-Grade Unleaded	90.0	10.0	15.5	115.5	138.3	140.4	138.3	999.9
Premium Unleaded	93.0	10.0	15.5	118.5	141.8	143.9	141.8	999.9
Ultra-Low-Sulfur Diesel	88.9	4.0	15.4	108.3	130.1	132.1	130.1	999.9
<b>Zone 3</b>								
Regular Unleaded	87.4	10.0	15.5	112.9	135.4	137.4	135.4	999.9
Mid-Grade Unleaded	90.4	10.0	15.5	115.9	138.8	140.9	138.8	999.9
Premium Unleaded	93.4	10.0	15.5	118.9	142.3	144.3	142.3	999.9
Ultra-Low-Sulfur Diesel	89.3	4.0	15.4	108.7	130.5	132.6	130.5	999.9
<b>Zone 4</b>								
Regular Unleaded	87.5	10.0	15.5	113.0	135.5	137.5	135.5	999.9
Mid-Grade Unleaded	90.5	10.0	15.5	116.0	138.9	141.0	138.9	999.9
Premium Unleaded	93.5	10.0	15.5	119.0	142.4	144.4	142.4	999.9
Ultra-Low-Sulfur Diesel	89.4	4.0	15.4	108.8	130.6	132.7	130.6	999.9
<b>Zone 5</b>								
Regular Unleaded	87.5	10.0	15.5	113.0	135.5	137.5	135.5	999.9
Mid-Grade Unleaded	90.5	10.0	15.5	116.0	138.9	141.0	138.9	999.9
Premium Unleaded	93.5	10.0	15.5	119.0	142.4	144.4	142.4	999.9
Ultra-Low-Sulfur Diesel	89.4	4.0	15.4	108.8	130.6	132.7	130.6	999.9
<b>Zone 6</b>								
Regular Unleaded	88.2	10.0	15.5	113.7	136.3	138.3	136.3	999.9
Mid-Grade Unleaded	91.2	10.0	15.5	116.7	139.7	141.8	139.7	999.9
Premium Unleaded	94.2	10.0	15.5	119.7	143.2	145.2	143.2	999.9
Ultra-Low-Sulfur Diesel	90.1	4.0	15.4	109.5	131.4	133.5	131.4	999.9



**N.S. Reg. 177/2012**

Made: September 25, 2012

Filed: September 25, 2012

Proclamation, S. 24, S.N.S. 2010, c. 72 &amp;

S. 7, S.N.S. 2011, c. 70

Order in Council 2012-302 dated September 25, 2012

Proclamation made by the Governor in Council

pursuant to Sections 24 &amp; 7 of

*An Act to Amend Chapter 401 of the Revised Statutes, 1989,**the Residential Tenancies Act, S.N.S. 2010, c. 72 & S.N.S. 2011, c. 70*

The Governor in Council on the report and recommendation of the Minister of Service Nova Scotia and Municipal Relations dated August 28, 2012, and pursuant to Section 24 of Chapter 72 of the Acts of 2010, *An Act to Amend Chapter 401 of the Revised Statutes, 1989, the Residential Tenancies Act*, and Section 7 of Chapter 70 of the Acts of 2011, *An Act to Amend Chapter 401 of the Revised Statutes, 1989, the Residential Tenancies Act*, is pleased to order and declare by proclamation that Chapter 72 of the Acts of 2010, *An Act to Amend Chapter 401 of the Revised Statutes, 1989, the Residential Tenancies Act* and Chapter 70 of the Acts of 2011, *An Act to Amend Chapter 401 of the Revised Statutes, 1989, the Residential Tenancies Act* do come into force on and not before November 15, 2012.

PROVINCE OF NOVA SCOTIA

sgd: **J. J. Grant**

G/S

ELIZABETH THE SECOND, by the Grace of God,  
of the United Kingdom, Canada and Her Other  
Realms and Territories, Queen, Head of the  
Commonwealth, Defender of the Faith.

TO ALL TO WHOM THESE PRESENTS SHALL COME, OR WHOM THE SAME MAY IN ANY WISE  
CONCERN,

GREETING:

**A PROCLAMATION**

WHEREAS in and by Section 24 of Chapter 72 of the Acts of 2010, *An Act to Amend Chapter 401 of the Revised Statutes, 1989, the Residential Tenancies Act*, it is enacted as follows:

- 24** This Act comes into force on such day as the Governor in Council orders and declares by proclamation.

AND WHEREAS in and by Section 7 of Chapter 70 of the Acts of 2011, *An Act to Amend Chapter 401 of the Revised Statutes, 1989, the Residential Tenancies Act*, it is enacted as follows:

- 7** This Act comes into force on such day as the Governor in Council orders and declares by proclamation.

AND WHEREAS it is deemed expedient that Chapter 72 of the Acts of 2010, *An Act to Amend Chapter 401 of the Revised Statutes, 1989, the Residential Tenancies Act* and Chapter 70 of the Acts of 2011, *An Act to Amend Chapter 401 of the Revised Statutes, 1989, the Residential Tenancies Act*, do come into force on and not before November 15, 2012;

NOW KNOW YE THAT WE, by and with the advice of the Executive Council of Nova Scotia, do by this Our Proclamation order and declare that Chapter 72 of the Acts of 2010, *An Act to Amend Chapter 401 of the Revised Statutes, 1989, the Residential Tenancies Act* and Chapter 70 of the Acts of 2011, *An Act to Amend Chapter 401 of the Revised Statutes, 1989, the Residential Tenancies Act*, do come into force on and not before November 15, 2012, of which all persons concerned are to take notice and govern themselves accordingly.

IN TESTIMONY WHEREOF We have caused these our Letters to be made Patent and the Great Seal of Nova Scotia to be hereunto affixed.

WITNESS, Our Trusty and Well Beloved His Honour Brigadier-General, the Honourable J. J. Grant (Retired), Lieutenant Governor of the Province of Nova Scotia.

AT Our Government House in the Halifax Regional Municipality, this 25th day of September in the year of Our Lord two thousand and twelve and in the sixty-first year of Our Reign.

BY COMMAND:

**sgd: Ross Landry**  
Provincial Secretary  
Minister of Justice and Attorney General

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**N.S. Reg. 178/2012**

Made: September 25, 2012

Filed: September 25, 2012

Residential Tenancies Regulations

Order in Council 2012-303 dated September 25, 2012  
Amendment to regulations made by the Governor in Council  
pursuant to Section 26 of the *Residential Tenancies Act*

The Governor in Council on the report and recommendation of the Minister of Service Nova Scotia and Municipal Relations dated August 28, 2012, and pursuant to Section 26 of Chapter 401 of the Revised Statutes of Nova Scotia, 1989, the *Residential Tenancies Act*, is pleased to amend the *Residential Tenancies Regulations*, N.S. Reg. 190/89, made by the Governor in Council by Order in Council 89-1118 dated September 26, 1989, in the manner set forth in Schedule "A" attached to and forming part of the report and recommendation, effective on and after November 15, 2012.

**Schedule "A"****Amendment to the *Residential Tenancies Regulations*  
made by the Governor in Council under Section 26  
of Chapter 401 of the Revised Statutes of Nova Scotia, 1989,  
the *Residential Tenancies Act***

1 Subsection 1(1) of the *Residential Tenancies Regulations*, N.S. Reg. 190/89, made by the Governor in Council by Order in Council 89-1118 dated September 26, 1989, is amended by re-lettering clauses (aa), (b) and (c) as clauses (d), (e) and (f) respectively, and adding the following clauses immediately after clause (a):

(b) "Act" means the *Residential Tenancies Act*;

(c) "annual allowable rent increase amount" means the amount that must not be exceeded when a landlord of a land-lease community imposes a rent increase, as referred to in subsection 11B(1) of the Act and calculated in accordance with Section 25B of these regulations;

2 The regulations are further amended by adding the following Sections immediately after Section 1:

**Sublease or assignment fee**

2 For the purpose of subsection 6(3) of the Act, a landlord may charge a sum not exceeding \$75.00 for expenses actually incurred in respect of a sublease or an assignment.

**Landlord's consent to proposed purchaser of manufactured home becoming tenant**

3 (1) In this Section,

"application for consent" means a tenant's written application to their landlord under Statutory Condition 1A of subsection 9(2) of the Act on behalf of a proposed purchaser of the tenant's manufactured home; and

"proposed purchaser" means a person who wishes to acquire title to or possession of a manufactured home and wishes to become a tenant of the manufactured home space upon which the manufactured home is located.

(2) If a tenant intends to apply for their landlord's consent to assign their current lease to a proposed purchaser, the tenant shall, before submitting the application for consent, provide all of the following information to the proposed purchaser:

(a) a copy of the landlord's reasonable rules that form part of the tenant's lease;

(b) a copy of any part of the tenant's lease that is in writing;

(c) the amount of the tenant's current rent payable;

(d) the date of the tenant's last rent increase and the rent increase amount.

(3) An application for consent shall include all of the following information:

(a) the address of the manufactured home space upon which the manufactured home is located;

- (b) the name, telephone number and mailing address of the tenant making the application for consent;
  - (c) the name, telephone number and current civic address of the proposed purchaser and the name and telephone number of the landlord, if any, for that address;
  - (d) the mailing address of the proposed purchaser, if different from the current civic address provided under clause (c);
  - (e) if the proposed purchaser has been at their current civic address for less than 2 years, the previous civic address of the proposed purchaser and the name and telephone number of the landlord, if any, for that address;
  - (f) the names and telephone numbers of 2 personal references for the proposed purchaser;
  - (g) whether the application for consent is for
    - (i) the landlord's consent for the landlord to enter into a new lease with the proposed purchaser, or
    - (ii) the landlord's consent for the tenant to assign the tenant's current lease to the proposed purchaser;
  - (h) the proposed effective date for the new lease or for the assignment of the tenant's current lease to the proposed purchaser;
  - (i) the signed consent of the proposed purchaser authorizing the landlord to do all of the following for the purpose of verifying or obtaining information relevant to the application for consent:
    - (i) contact the other landlords whose names are provided under clauses (c) and (e),
    - (ii) contact the personal references whose names are provided under clause (f),
    - (iii) verify the income of and obtain a credit report on the proposed purchaser;
  - (j) if the application for consent is for consent to have the tenant's current lease assigned to the proposed purchaser, a statement, signed by the proposed purchaser, acknowledging that the proposed purchaser has received the information required by subsection (2).
- (4) A tenant shall serve an application for consent on their landlord by personal service, registered mail or substituted service authorized by the Director under subsection 25(3) of these regulations.
- (5) For greater certainty, for the purposes of Statutory Condition 1D of subsection 9(2) of the Act, the landlord shall, within 10 days of receipt of an application for consent, consent to the request or set out the reasons why consent is being withheld, failing which the landlord is deemed to have given consent, even if a tenant's application for consent does not include all of the information required by subsection (3).
- (6) If a landlord withholds consent under Statutory Condition 1D of subsection 9(2) of the Act, the landlord's written response shall indicate

- (a) 1 or more of the reasons set out in subsection (7) why the landlord is withholding consent; and
  - (b) the source and nature of the information that supports those reasons.
- (7) For the purposes of Statutory Condition 1D of subsection 9(2) of the Act, a landlord may withhold consent to a tenant's application for consent only for 1 or more of the following reasons:
- (a) the tenant did not provide all of the information required by subsection 3(3) of these regulations;
  - (b) the landlord, on the basis of relevant information, has reasonable grounds to conclude that the proposed purchaser is unlikely to comply with the lease or the landlord's reasonable rules that form part of the lease;
  - (c) the landlord, on the basis of relevant information, has reasonable grounds to conclude that the proposed purchaser is unable or unlikely to pay the rent;
  - (d) the proposed purchaser does not intend to reside in the manufactured home and
    - (i) intends to use the manufactured home for business purposes, or
    - (ii) has purchased more than 1 manufactured home in the landlord's land-lease community;
  - (e) the manufactured home has been removed from the manufactured home space or destroyed;
  - (f) the landlord, as a result of being unable to contact 1 or more references provided under clause 3(3)(f) of these regulations, has insufficient information to make a decision about the request, but only if the landlord
    - (i) promptly advised the tenant of his or her inability to contact 1 or more of those references, and
    - (ii) made every reasonable effort to contact those references and any references provided by the tenant in place of those references;
  - (g) the tenant owes the landlord arrears of rent or an amount due under an order of the Director or Small Claims Court;
  - (h) the manufactured home does not comply with municipal by-laws in respect of the manufactured home or the manufactured home space;
  - (i) the manufactured home does not comply with the landlord's reasonable rules forming part of the lease.

**Tenant's notice to quit under subsection 10(1) or (3) of Act**

- 4** A notice to quit given by a tenant to a landlord under subsection 10(1) or 10(3) of the Act must be in Form C: Tenant's Notice to Quit.

**Landlord's notice to quit for rental arrears under subsection 10(6) of Act**

**4A** A notice to quit for rental arrears given by a landlord to a tenant under subsection 10(6) of the Act must be in Form D: Landlord's Notice to Quit for Rental Arrears.

**Landlord's notice to quit for breach of statutory condition under subsections 10(7B) and (7C) of Act**

**4B** A notice to quit for breach of a statutory condition given by a landlord to a tenant under subsections 10(7B) and 10(7C) of the Act must be in Form E: Landlord's Notice to Quit–Breach of Statutory Condition.

**Landlord's notice to quit under subsection 10(7) or (7A), clause 10(8)(a), (b) or (c) or clause 10(9)(c) of Act**

**4C** A notice to quit given by a landlord to a tenant under subsection 10(7) or (7A), clause 10(8)(a), (b) or (c), or clause 10(9)(c) of Act must be in Form F: Landlord's Notice to Quit–Additional Circumstances.

**Tenant's notice to quit for early termination under Section 10B, 10C or 10D of Act**

**4D** A notice to quit given by a tenant to a landlord under Section 10B, 10C or 10D of the Act must be in Form G: Tenant's Notice to Quit–Early Termination of Tenancy.

**Physician's certificate**

**4E** A certificate of a medical practitioner under Section 10B or 10C of the Act must be in Form H: Physician's Certificate.

**Proof of service of tenants for early termination under Section 10B, 10C or 10D of Act**

**4F** A tenant who terminates their tenancy early under Section 10B, 10C or 10D of the Act shall use 1 of the following forms for giving their landlord the required proof of service that a copy of a notice to quit was served on all the tenants in the same residential premises:

- (a) an acknowledgment of service signed by each tenant in the same residential premises in the form attached to Form G: Tenant's Notice to Quit–Early Termination of Tenancy;
- (b) a sworn affidavit of service for each tenant in the same residential premises in the form attached to Form G: Tenant's Notice to Quit–Early Termination of Tenancy.

**Proof of acceptance into nursing home or home for special care**

**4G** For the purpose of Section 10D of the Act, the proof of acceptance to be given by the tenant to the landlord is a letter from the nursing home or home for special care confirming that the tenant has been accepted into the nursing home or home for special care on a permanent basis.

**Notice to quit by personal representative under Section 10E of Act**

**4H** A notice to quit given by the tenant's personal representative under Section 10E of the Act must be in Form I: Notice to Quit–Early Termination of Tenancy by Personal Representative.

**Establishing common anniversary date for housing associations**

- 4I** (1) For the purpose of subsection 11(2A) of the Act, if a landlord that is a housing association within the meaning of the *Co-operative Associations Act* wishes to establish a common anniversary date for the increase of rent payable by tenants, the landlord shall give the tenants a notice in writing stating the common anniversary date.
- (2) The notice referred to in subsection (1) must be given to the tenants at least 4 months before the common anniversary date.

- 3 Section 5 of the regulations is amended by
- (a) striking out “and” in clause (b);
  - (b) adding “and” after the semicolon at the end of clause (c); and
  - (c) adding the following clause immediately after clause (c):
    - (d) January 1, 2013, at the rate of zero percent per annum;

4 The regulations are further amended by adding the heading “**Inventory of abandoned personal property**” immediately before Section 23.

5 Subsection 24(2) of the regulations is amended by striking out “mobile” and substituting “manufactured”.

6 The regulations are further amended by striking out “mobile” wherever it appears in Section 24A and its heading and substituting in each case “manufactured”.

7 The regulations are further amended by adding the following Sections immediately after Section 24B:

**Application to Director under subsection 13(1) of Act**

**24C** An application to the Director under subsection 13(1) of the Act, other than an application referred to in Section 24D of these regulations, must be in Form J: Application to Director.

**Application to Director respecting rental arrears under subsections 10(6D) and (6E) and Section 13 of Act**

**24D** An application to the Director under subsections 10(6D) and (6E) and Section 13 of the Act must be in Form K: Application to Director–Rental Arrears.

8 (1) Subsection 25(4) of the regulations is amended by striking out “Form “G”” and substituting “Form L: Affidavit of Service”.

(2) Subsection 25(5) of the regulations is repealed.

9 The regulations are further amended by adding the following Sections immediately after Section 25:

**Notice of rent increase for manufactured home space**

**25A** A notice of rent increase for a manufactured home space under subsection 11A(1) of the Act must be in Form M: Notice of Rent Increase for Manufactured Home Space.

**Annual allowable rent increase amount in land-lease communities**

**25B (1)** In this Section, “Consumer Price Index” means the all-items Consumer Price Index for Nova Scotia, not seasonally adjusted, published by Statistics Canada.

(2) For the purpose of subsection 11B(1) of the Act, a landlord of a land-lease community shall not impose a rent increase in the land-lease community by an amount that is greater than the annual allowable rent increase amount calculated in accordance with subsection (3) and published by Service Nova Scotia and Municipal Relations on its website by March 1 of the preceding year.

(3) The formula for calculating the annual allowable rent increase amount is  $(X + Y) \div 2$ , in which, subject to subsection (4),

- (a) X = the annual average percentage change for the Consumer Price Index for the calendar year that immediately precedes the date the annual allowable rent increase amount is published in accordance with subsection (2); and
  - (b) Y = the annual average percentage change for the Consumer Price Index for the calendar year that immediately precedes the calendar year referred to in clause (a).
- (4) If the annual average percentage change for 1 of the calendar years referred to in the formula in subsection (3) is a negative value, the annual average percentage change to be used for that calendar year in calculating the annual allowable rent increase amount is 0.0 %.
- (5) For greater certainty, an annual allowable rent increase amount is valid for rent increases with an effective date from January 1 to December 31 of the calendar year following the date the amount is published in accordance with subsection (2).
- (6) Despite subsections (2) and (3), if, after the date this Section comes into force, a landlord of a land-lease community gives a tenant notice of a rent increase that has an effective date during the 2013 calendar year, the annual allowable rent increase amount for that increase is 3.0%, which in accordance with subsection 11B(1) of the Act is the maximum amount that the landlord may impose for that rent increase.

#### **When rent increase lower than annual allowable rent increase amount**

**25C** A landlord who imposes a rent increase that is less than the annual allowable rent increase amount shall not carry forward the unused portion to apply to a future calendar year, but the landlord may, for the next calendar year, apply to the Director under subsection 11B(2) of the Act and Section 25D of these regulations for permission to increase rent by an amount that is greater than the annual allowable rent increase amount.

#### **Application for rent increase greater than annual allowable rent increase amount**

- 25D** (1) In this Section, “application” means an application to the Director under subsection 11B(2) of the Act by a landlord of a land-lease community for permission to increase rents in the land-lease community by an amount that is greater than the annual allowable rent increase amount.
- (2) An application must be in Form N: Application to Director–Rent Increase Greater Than Annual Allowable Rent Increase Amount, and must be filed with the Director together with
- (a) a completed Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rent Increase Amount; and
  - (b) payment of the application fee set out in Section 33 of these regulations.
- (3) At least 7 months before the tenant’s anniversary date, a landlord shall serve each tenant named in the application with both of the following documents in the manner set out in subsection (4):
- (a) a copy of the application;
  - (b) a Notice of Rent Increase for Manufactured Home Space in Form M.



- (4) A landlord shall serve the documents referred to in subsection (3) on each tenant named in the application by personal service, registered mail or substituted service authorized by the Director under subsection 25(3) of these regulations, and the landlord shall return a copy of the sworn affidavit of service in the form attached to Form N to the Director no later than 14 days after the deadline for service set out in subsection (3).
- (5) If the deadline for service set out in subsection (3) is not met or if the documents are not served as required by subsection (4), the application is deemed to be withdrawn with respect to the tenants who were not properly served as required by those subsections.
- (6) If a tenant named in an application wishes to review the Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rent Increase Amount provided by the landlord to the Director, the tenant may contact the Director to make arrangements to review the form.
- (7) If a tenant named in an application wishes to make submissions to the Director in response to the application, the tenant shall provide their submissions, in writing, and any supporting documentation to the Director no later than 14 days after the deadline for service set out in subsection (3).
- (8) Any submissions provided by a tenant to the Director in accordance with subsection (7) are forwarded by the Director to the landlord.
- (9) If a landlord wishes to respond to any submissions made by a tenant, the landlord shall provide their response, in writing, and any supporting documentation to the Director no later than 14 days after receiving the tenant's submissions from the Director.
- (10) The Director may require a landlord to submit additional documentation to support the landlord's financial information submitted on Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rent Increase Amount.
- (11) In determining the appropriate rent increase amount on an application, the Director shall not conduct an oral hearing but shall consider all of the following:
  - (a) the application and Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rent Increase Amount filed by the landlord;
  - (b) any written submissions and supporting documentation provided by a tenant under subsection (7);
  - (c) any written response and supporting documentation provided by the landlord under subsection (9);
  - (d) any additional supporting documentation provided by the landlord under subsection (10);
  - (e) the guidelines set out in Sections 26 to 32 of these regulations.
- (12) The Director shall, within a reasonable time frame, make a written order in accordance with Section 17A of the Act determining the rent increase amount, and the order is mailed to the landlord and to all tenants who are subject to the rent increase amount.

- (13) The Director may do any of the following in an order determining a rent increase amount:
- (a) grant the rent increase amount requested by the landlord;
  - (b) refuse the rent increase amount requested by the landlord;
  - (c) order some other rent increase amount not exceeding the amount requested by the landlord in the application.
- 10 The regulations are further amended by striking out the centred heading immediately before Section 26 and substituting the centred heading “**Guidelines for Review of Application for Rent Increase Greater than Annual Allowable Rent Increase Amount for Land-lease Communities**”.
- 11 (1) Subsection 26(1) of the regulations is amended by striking out “Section 14 of the Act” and substituting “subsections 11B(2) and (3) of the Act and Section 25D of these regulations for permission to increase rent in a land-lease community by an amount greater than the annual allowable rent increase amount”.
- (2) Clause 26(1)(a) of the regulations is amended by striking out “park” wherever it appears and substituting “land-lease community”.
- (3) Clause 26(1)(b) of the regulations is amended by striking out “mobile home park, and where the actual expense is known, that amount will be used” and substituting “land-lease community”.
- (4) Clause 26(1)(c) of the regulations is repealed.
- (5) Subsection 26(2) of the regulations is amended by striking out “clauses (1)(b) and (c),” and substituting “clause (1)(b)”.
- 12 Sections 27 and 28 of the regulations and their headings are repealed and the following headings and Sections substituted:

**Income and operating expenses**

**27** The Director shall consider the income and operating expenses referred to in Section 26 for each of the following periods:

- (a) the calendar year that immediately preceded the date the annual allowable rent increase amount was published in accordance with subsection 25B(2) of these regulations; and
- (b) the calendar year that immediately preceded the calendar year referred to in clause (a).

**Expenses included as operating expenses**

**28** For the purposes of clause 26(b) and Section 27 of these regulations, operating expenses include all of the following:

- (a) the following general administration and insurance expenses:
  - (i) management fee,
  - (ii) staff wages,
  - (iii) office supplies and equipment,

- (iv) office utilities,
- (v) other fees directly related to business operations,
- (vi) property and liability insurance;
- (b) the following utilities:
  - (i) water and sewer,
  - (ii) electricity,
  - (iii) oil,
  - (iv) natural gas;
- (c) the following grounds and maintenance services expenses:
  - (i) road maintenance,
  - (ii) common area and playground maintenance,
  - (iii) water and sewer testing and maintenance,
  - (iv) electrical maintenance,
  - (v) landscaping,
  - (vi) snow removal,
  - (vii) garbage removal;
- (d) the following miscellaneous maintenance and services expenses:
  - (i) general equipment and vehicle maintenance,
  - (ii) pest control,
  - (iii) security;
- (e) property taxes;
- (f) any operating expense that the Director determines to be reasonable compared to industry norms.

13 The regulations are further amended by adding the following Section immediately after Section 28:

**Unused portion of annual allowable rent increase amount for previous calendar year**

**28A** The Director shall consider any unused portion of the annual allowable rent increase amount for the previous calendar year, but the Director shall not allow any unused portion of an annual allowable rent increase amount for a year that precedes the previous calendar year.

14 (1) Section 29 of the regulations is amended by striking out “or increasing expenses”.

- (2) Clause 29(a) of the regulations is amended by striking out “a submission in response to an application for review of a notice of rent increase” and substituting “an application under subsection 11B(2) of the Act and Section 25D of these regulations for permission to increase rent in a land-lease community by an amount greater than the annual allowable rent increase amount”.
- (3) Clause 29(d) of the regulations is amended by adding “, unless the Director determines that the expense should be allowed in the circumstances” immediately after “enactment”.
- (4) Clause 29(e) is amended by striking out “mobile home park” and substituting “land-lease community”.

15 Subsection 30(2) of the regulations is amended by

- (a) adding “that may be considered by the Director for each of the 2 calendar years that immediately precede the date the annual allowable rent increase amount is published in accordance with subsection 25B(2)” immediately after “fee”; and
- (b) striking out “for the twelve month period immediately preceding the date of the notice of rent increase”.

16 Section 32 of the regulations and its heading are repealed and the following heading and Section substituted:

**Difference between actual and projected capital costs**

**32** If in a past year the Director allowed a rent increase that was greater than the annual allowable rent increase amount and was based in part or in whole on projected capital costs, the Director shall compare the projected capital costs and the actual capital costs and may consider any difference.

17 The regulations are further amended by

- (a) adding “**Fees**” as a centred heading immediately after Section 32;
- (b) adding “**for application to Director**” immediately after “**Fee**” in the heading to Section 33.

18 Sections 34, 35, 36 and 38 of the regulations are repealed and the following Sections substituted:

**Standard form of lease**

**34** A standard form of lease under subsection 7(2) of the Act and clause 26(1)(c) of the Act must be in Form P: Standard Form of Lease.

**Prescribed forms**

**35** The forms listed in the following table and as attached to these regulations are prescribed to be used for the purposes stated:

Form	Purpose of Form
A	Inventory of tenant’s abandoned personal property under subsection 5(3) of Act and Section 23 of regulations
B	Accounting of sale of abandoned personal property under Section 24B of regulations
C	Tenant’s notice to quit under subsection 10(1) or (3) of Act

D	Landlord's notice to quit for rental arrears under subsection 10(6) of Act
E	Landlord's notice to quit for breach of statutory condition under subsections 10(7B) and 10(7C) of Act
F	Landlord's notice to quit under subsection 10(7) or (7A), clause 10(8)(a), (b) or (c) or clause 10(9)(c) of Act
G	Tenant's notice to quit for early termination under Section 10B, 10C or 10D of Act
H	Physician's certificate under Section 10B or 10C of Act
I	Notice to quit by personal representative under Section 10E of Act
J	Application to the Director under Section 13 of Act
K	Application to the Director respecting rental arrears under subsections 10(6D) and (6E) and Section 13 of Act
L	Affidavit of service under subsection 25(4) of regulations
M	Notice of rent increase for manufactured home space under subsection 11A(1) of Act
N	Application to Director under subsection 11B(2) of Act and Section 25D of regulations for permission to increase rent in land-lease community by amount greater than annual allowable rent increase amount
O	Financial information in support of rent increase greater than annual allowable rent increase amount under Section 25D of regulations
P	Standard form of lease under subsection 7(2) and clause 26(1)(c) of Act

- 19 The regulations are further amended by striking out the quotation marks in "Form "A"" and "Form "B"" wherever they occur.
- 20 Schedule "A" of the regulations is amended by
- (a) striking out the quotation marks in "Schedule "A""; and
  - (b) striking out "mobile home parks" and substituting "land-lease communities".
- 21 Form A of the regulations is amended by striking out "mobile" and substituting "manufactured".
- 22 (1) The regulations are further amended by repealing Form "C", Form "D", Form "E", Form "G" and Form "H".
- (2) The regulations are further amended by adding the attached Forms C through P immediately after Form B.

**Form C**  
**Tenant's Notice to Quit**  
 (under subsection 10(1) or 10(3) of the *Residential Tenancies Act*)

**To:** Landlord's name: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

**My tenancy is:** *(check one)*

Type of Tenancy	Notice to Quit Must be Given by Tenant
<input type="checkbox"/> year to year	at least 3 months before the end of any year (see clause 10(1)(a) of the Act)—a year for this purpose begins on the anniversary date
<input type="checkbox"/> month to month	at least 1 month before the end of any month (see clause 10(1)(b) of the Act)
<input type="checkbox"/> week to week	at least 1 week before the end of any week (see clause 10(1)(c) of the Act)
<input type="checkbox"/> manufactured home space	at least 1 month before the termination of the tenancy (see clause 10(3)(b) of the Act)

**I give notice that I am terminating my tenancy on** \_\_\_\_\_ *(date: month/day/year)*

**Security deposit return:** *(check one)*

- I will make arrangements at a future time for the return of my security deposit.
- Please return my security deposit to me at the forwarding address below:

\_\_\_\_\_ *(street number, street name, apt. number)*  
 \_\_\_\_\_ *(city/town) (province)*  
 \_\_\_\_\_ *(postal code)*

Date: \_\_\_\_\_ Tenant's signature: \_\_\_\_\_

Tenant's name: \_\_\_\_\_ *(print)*

**Tenant: Keep a copy of this form for your records.**

**Form D**  
**Landlord's Notice to Quit for Rental Arrears**  
 (under subsection 10(6) of the *Residential Tenancies Act*)

To: Tenant's name(s): \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

**Your tenancy is terminated on \_\_\_\_\_ (termination date: month/day/year) and you must vacate the residential premises by that date for the following reason:**

Your rent was 15 days overdue as of \_\_\_\_\_. Your monthly rent payment of \$\_\_\_\_\_ was due on \_\_\_\_\_. You owe total rental arrears of \$\_\_\_\_\_, calculated as follows:

Rent Period		Rent Owing \$	Rent Paid \$	Rental Arrears \$
From:	To:			
<b>Total Rental Arrears Owing</b>				<b>\$</b>

Date: \_\_\_\_\_

Landlord's name: \_\_\_\_\_  
 (print)

Landlord's civic address: \_\_\_\_\_  
 (street number) (street name)  
 \_\_\_\_\_  
 (city/town) (province)

Landlord's signature: \_\_\_\_\_

**Tenants: Please see important information on page 2 of this form.**

**Important Information for Tenants**

**Within 15 days after receiving this Notice to Quit, you may:**

- (a) pay the landlord the total rental arrears shown above. If you do so, this Notice to Quit is void and of no effect.

**OR**

- (b) apply to the Director for an order setting aside this Notice to Quit by filing an Application to Director in Form J.

You may obtain a copy of the Application to Director form at an Access Nova Scotia office or on the Service Nova Scotia and Municipal Relations website.

**If you do not pay the rental arrears or file an Application within 15 days after receiving this Notice to Quit, your tenancy is terminated and you must vacate the premises by the termination date shown above, and your landlord may apply to the Director for any one or more of the following:**

- an order for you to vacate the premises;
- an order requiring you to pay your landlord any rent owing for the month in which this Notice to Quit was given to you and any rental arrears for previous months;
- an order permitting your landlord to retain your security deposit and interest to be applied against any rent found to be owing and in arrears.

**The Director is authorized to make the order without holding a hearing.**

(See subsections 10(6A), 10(6B), 10(6C), 10(6D) and 10(6E) of the Act)

**Landlord: keep a copy of this notice for your records.**



**Form E****Landlord's Notice to Quit—Breach of Statutory Condition**  
(under subsections 10(7B) and 10(7C) of the *Residential Tenancies Act*)**To:** Tenant's name: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

**Your tenancy is terminated and you must vacate the premises on** \_\_\_\_\_*(date: month/day/year).*I am giving you this notice because you have breached the following statutory condition(s): *(check applicable box)*

- Good behaviour (statutory condition 3 of subsection 9(1) of the Act).  
Details: \_\_\_\_\_
- Obligation of the tenant (statutory condition 4 of subsection 9(1) of the Act).  
Details: \_\_\_\_\_
- Subletting premises without consent of the landlord (statutory condition 5 of subsection 9(1) of the Act).  
The unapproved subtenant must also vacate the premises.  
Details: \_\_\_\_\_
- Compliance with municipal by-laws in respect of the tenant's manufactured home in a land-lease community (statutory condition 5 of subsection 9(2) of the Act).  
Details: \_\_\_\_\_

Date: \_\_\_\_\_

Landlord's name: \_\_\_\_\_  
*(print)*Landlord's civic address: \_\_\_\_\_  
*(street number) (street name)*\_\_\_\_\_  
*(city/town) (province)*

Landlord's signature: \_\_\_\_\_

**Landlord: Please Note**

- You must give at least 30 days' notice to a tenant in a land-lease community.
- You must give at least 15 days' notice to any other tenant.

(See subsections 10(7B) and 10(7C) of the Act.)

**Important Information for Tenants**

If you do not agree that you breached the statutory condition, you may file an Application to Director in Form J for an order setting aside this Notice to Quit.

(See subsection 10(7D) of the Act)

**Landlord: keep a copy of this form for your records.**

**Form F**

**Landlord’s Notice to Quit—Additional Circumstances**  
 (under subsection 10(7) or (7A), clause 10(8)(a), (b) or (c),  
 or clause 10(9)(c) of the *Residential Tenancies Act*)

**To:** Tenant’s name: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

**I hereby give you notice that your tenancy is terminated on \_\_\_\_\_ (date: month/day/year)  
 and you must vacate the premises by that date because:**

\_\_\_\_\_.

(specify the reason for giving this notice to quit)

Date: \_\_\_\_\_

Landlord’s name: \_\_\_\_\_  
 (print)

Landlord’s civic address: \_\_\_\_\_  
 (street number) (street name)

Landlord’s signature: \_\_\_\_\_  
 (city/town) (province)

<b>Important Information</b>
<p>See the following provisions of the <i>Residential Tenancies Act</i> for the circumstances in which a landlord may give a tenant this Notice to Quit:</p> <ul style="list-style-type: none"> <li>• subsection 10(7)</li> <li>• subsection 10(7A)</li> <li>• clauses 10(8)(a), (b) and (c)</li> <li>• clause 10(9)(c)</li> </ul>

**Landlord: keep a copy of this form for your records.**

**Form G**  
**Tenant's Notice to Quit—Early Termination of Tenancy**  
 (under Section 10B, 10C or 10D of the *Residential Tenancies Act*)

**To:** Landlord's name: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

**I am giving one month's notice that I am terminating my tenancy on** \_\_\_\_\_ *(date: month/day/year)* **because:** *(check one)*

- A significant deterioration of my health has reduced my income so that I can no longer pay my rent in addition to my other reasonable expenses (Section 10B of the Act). I am attaching a Physician's Certificate in Form H.
- A significant deterioration of my health has, in the opinion of my physician, resulted in my inability to continue the lease or makes these residential premises inaccessible to me (Section 10C of the Act). I am attaching a Physician's Certificate in Form H.
- I have been accepted into a nursing home or home for special care on a permanent basis (Section 10D of the Act). I am attaching a letter from the nursing home or home for special care confirming this.

**Check applicable box:**

- No other tenants reside in the residential premises.
- I am attaching proof that I have served all of my co-tenants with a copy of this Notice to Quit.

**Security deposit return:** *(check one)*

- I will make arrangements at a future time for the return of my security deposit.
- Please return my security deposit to me at the forwarding address below:

\_\_\_\_\_

*(street number, street name, apt. number)*

\_\_\_\_\_

*(city/town)*

\_\_\_\_\_

*(province)*

\_\_\_\_\_

*(postal code)*

Date: \_\_\_\_\_

Tenant's signature: \_\_\_\_\_

Tenant's name: \_\_\_\_\_

*(print)*

**Note to Tenant: Proof of Service of All Co-Tenants**

Where other tenants reside in the same residential premises, you must serve all the tenants in the same residential premises (your “co-tenants”) with a copy of this Notice to Quit at least 1 month before the termination of tenancy. You must give the landlord proof of service of all your co-tenants with a copy of this Notice to Quit, which means that for **each** co-tenant, you must give your landlord either:

- an Acknowledgment of Service, in the form attached, signed by each co-tenant acknowledging that they have been served with a copy of this Notice to Quit;

**OR**

- a sworn Affidavit of Service, in the form attached, for each co-tenant saying how you served a copy of this Notice to Quit on them.

(See subsections 10B(1), 10B(3), 10C(1), 10C(3), 10D(1) and 10D(3) of the Act and Section 4F of the regulations).

**Important Information for All Co-Tenants**

**This notice means that our tenancy is terminated on the date of termination of tenancy listed above. You may make arrangements with our landlord to sign a new lease. The landlord cannot refuse to sign a new lease without a valid reason. Please contact the landlord to make arrangements to do this. If you do not make arrangements with the landlord, you must vacate the premises by the date of termination of tenancy listed above.**

(See subsections 10B(2), 10C(2) and 10D(2) of the Act)

**Tenant: Keep a copy of this form and attachments for your records.**

**Acknowledgment of Service**

Name of co-tenant (*print*): \_\_\_\_\_

I acknowledge that I have been served with a copy of the attached Tenant’s Notice to Quit–Early Termination of Tenancy.

\_\_\_\_\_

Date

\_\_\_\_\_

Co-tenant’s signature

**Acknowledgment of Service**

Name of co-tenant (*print*): \_\_\_\_\_

I acknowledge that I have been served with a copy of the attached Tenant’s Notice to Quit–Early Termination of Tenancy.

\_\_\_\_\_

Date

\_\_\_\_\_

Co-tenant’s signature

**Acknowledgment of Service**

Name of co-tenant (*print*): \_\_\_\_\_

I acknowledge that I have been served with a copy of the attached Tenant’s Notice to Quit–Early Termination of Tenancy.

\_\_\_\_\_

Date

\_\_\_\_\_

Co-tenant’s signature

**Acknowledgment of Service**

Name of co-tenant (*print*): \_\_\_\_\_

I acknowledge that I have been served with a copy of the attached Tenant’s Notice to Quit–Early Termination of Tenancy.

\_\_\_\_\_

Date

\_\_\_\_\_

Co-tenant’s signature

**Affidavit of Service**

**Re: Tenant’s Notice to Quit–Early Termination of Tenancy**

I, \_\_\_\_\_ (name), of \_\_\_\_\_ (civic address) in the County of \_\_\_\_\_, Nova Scotia, make oath that on \_\_\_\_\_ (day of the week), the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served \_\_\_\_\_ (name of person served) with a true copy of the attached Tenant’s Notice to Quit–Early Termination of Tenancy: (check applicable box)

by personal service at \_\_\_\_\_ (place of service) at \_\_\_\_\_ am/pm.

OR

by registered mail to \_\_\_\_\_ (address), and the receipt is attached.

**Dated** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

**Sworn to** before me at \_\_\_\_\_, )  
in the County of \_\_\_\_\_, )  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
A Barrister or Commissioner of the Supreme )  
Court of Nova Scotia )

\_\_\_\_\_) Signature  
\_\_\_\_\_) Print name:

- **This affidavit must be completed by the person who served the document.**
- **Attach the receipt if you serve the document by registered mail.**
- **Sign in the presence of a lawyer or commissioner of oaths.**  
**(Many Service Nova Scotia and Municipal Relations staff are Commissioners.)**

**Form H****Physician's Certificate—Termination of Tenancy for Health Reasons**  
(under Section 10B or 10C of the *Residential Tenancies Act*)

**Physician information:** This form requires you to certify that your patient has a significant deterioration of health that prevents them from continuing to reside in their residential premises. **By signing this form, you are providing evidence that will permit your patient to terminate his or her lease.**

Tenant name: \_\_\_\_\_

Tenant telephone: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

Landlord name: \_\_\_\_\_

Landlord telephone: \_\_\_\_\_

**Early termination of the lease must be in accordance with Section 10B or 10C of the *Residential Tenancies Act*, as printed at the bottom of this form.**

I, \_\_\_\_\_, hereby certify that I have examined the above-named tenant, \_\_\_\_\_, and that s/he has suffered a significant deterioration of health that:

(check applicable box)

- has resulted in a reduction of the tenant's income so that the tenant can no longer pay his/her rent in addition to the tenant's other reasonable expenses.
- results in the inability of the tenant to continue the lease.
- renders the residential premises inaccessible to the tenant.

Date: \_\_\_\_\_ Physician's signature: \_\_\_\_\_

Physician's name: \_\_\_\_\_  
(print)

**Early termination upon income reduction**

**10B (1)** Notwithstanding Section 10, where the income of a tenant, or one of a group of the tenants in the same residential premises, is so reduced because of a significant deterioration of a tenant's health that it is not reasonably sufficient to pay the rent in addition to the tenant's other reasonable expenses, or if there is more than one tenant, the tenant's portion of the rent and other reasonable expenses, the tenant may terminate a year-to-year or fixed-term tenancy by giving the landlord

- (a) one month's notice to quit, in the form prescribed by regulation;
- (b) a certificate of a medical practitioner, in the form prescribed by regulation, evidencing the significant deterioration of health; and
- (c) proof of service, in the form prescribed in the regulations, of all the tenants in the same residential premises with a copy of the notice to quit.

- (2) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises, but the other tenants may enter a new landlord and tenant relationship with the landlord with the consent of the landlord, which consent must not be arbitrarily or unreasonably withheld.
- (3) Where other tenants reside in the same residential premises, the tenant seeking to terminate a tenancy pursuant to this Section shall serve all the tenants in the same residential premises with a copy of the notice to quit at least one month before the termination of tenancy.

**Early termination for health reasons**

- 10C** (1) Notwithstanding Section 10, where a tenant or a family member residing in the same residential premises in a year-to-year or fixed-term tenancy has suffered a significant deterioration in health that, in the opinion of a medical practitioner, results in the inability of the tenant to continue the lease or where the residential premises are rendered inaccessible to the tenant, the tenant may terminate the tenancy by giving the owner
- (a) one month's notice to quit, in the form prescribed in the regulations;
  - (b) a certificate of a qualified medical practitioner, in the form prescribed by regulation, evidencing the significant deterioration of health; and
  - (c) proof of service, in the form prescribed by regulation, of all the tenants in the same residential premises with a copy of the notice to quit.
- (2) Where a tenancy is terminated pursuant to subsection (1), the tenancy is terminated for all the tenants in the same residential premises, but the other tenants may enter a new landlord and tenant relationship with the landlord with the consent of the landlord, which consent must not be arbitrarily or unreasonably withheld.
  - (3) Where other tenants reside in the same residential premises, the tenant seeking to terminate a tenancy pursuant to this Section shall serve all the tenants in the same residential premises with a copy of the notice to quit at least one month before the termination of tenancy.



**Form I****Notice to Quit—Early Termination of Tenancy by Personal Representative**  
(under Section 10E of the *Residential Tenancies Act*)**To:** Landlord's name: \_\_\_\_\_

Address of residential premises: \_\_\_\_\_

**I am the personal representative of** \_\_\_\_\_ *(name of former tenant)*, **now deceased.****I am giving one month's notice to terminate the tenancy on** \_\_\_\_\_ *(date: month/day/year)*  
**under Section 10E of the *Residential Tenancies Act*.****Security deposit return:** *(check one)*

- I will make arrangements at a future time for the return of the security deposit.
- Please return any security deposit to the estate at the forwarding address below:

\_\_\_\_\_  
*(street number, street name, apt. number)*\_\_\_\_\_  
*(city/town) (province)*\_\_\_\_\_  
*(postal code)*

Date: \_\_\_\_\_ Representative's signature: \_\_\_\_\_

Representative's name: \_\_\_\_\_  
*(print)***Tenant's representative: Keep a copy of this form for your records.**

Form J

Department of Service Nova Scotia and Municipal Relations

File Number:

Application to Director
(under Section 13 of the Residential Tenancies Act)

Notice of Hearing
(to be completed by staff)
You are required to attend the hearing to be held at \_\_\_\_\_ in \_\_\_\_\_, Nova Scotia on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ am / pm.
You may inquire about this Application by contacting the Residential Tenancy Officer by telephone at \_\_\_\_\_, by fax at \_\_\_\_\_, or by e-mail at \_\_\_\_\_.
Residential Tenancy Officer \_\_\_\_\_ Date \_\_\_\_\_

Filed By:

(Applicant)

Landlord
Tenant

name (first name, initial, last name or company name)
street number, street name, apt. number
city/town, postal code
mailing address (if different)
home phone
business/other phone
e-mail address

Against:

(Respondent)

Landlord
Tenant

name (first name, initial, last name or company name)
street number, street name, apt. number
city/town, postal code
mailing address (if different)
home phone
business/other phone
e-mail address

Regarding:

civic address of rental unit (street number, street name, apt. number, city/town, postal code)

**Information about the Lease**

Date tenant moved in: \_\_\_\_\_ Date tenant moved out (if applicable): \_\_\_\_\_

Has notice to quit been given?  No  Yes, by the landlord  Yes, by the tenant

If yes, notice to quit is effective on \_\_\_\_\_ (date)

Is there a written lease:  No  Yes (Please attach a copy of the lease.)

Term of Lease:  Year-to-year  Month-to-month  Week-to-week  Fixed-term  
Rent due: \$ \_\_\_\_\_ each \_\_\_\_\_ (week, month)

Did the landlord provide the tenant with a copy of the Residential Tenancies Act?  Yes  No

Did the landlord provide the tenant with a copy of the lease?  Yes  No

Was a security deposit paid?  Yes  No

If yes, amount: \$ \_\_\_\_\_ Date paid: \_\_\_\_\_

**Details of Application**

**This is an application for:**

(Please check all that apply. Please provide a full description of the reasons for your application. Use an additional sheet if necessary.)

**If the Applicant is the tenant:**

[ ] Termination of tenancy  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Return of security deposit  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Compliance with a lease or the Act  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Repairs

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Setting aside a notice to quit given by the landlord

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Relief from rent owing or compensation for expenses incurred

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If the Applicant is the landlord:**

[ ] Termination of tenancy and vacant possession

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Payment of money

- unpaid rent
- damages to property
- other

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Retention of security deposit

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Compliance with a lease or the Act

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Applicant's Signature**

\_\_\_\_\_  
**Date**

**Respondents—Please Note  
Important Information**

This application has been filed with the Director of Residential Tenancies.

- The Director has authorized the Residential Tenancy Officer to investigate and attempt to mediate the dispute. If there is no mediation, the Residential Tenancy Officer will make a decision within 14 days.
- Mediation means that the parties discuss the dispute and come to an agreement on how best to resolve it. The Residential Tenancy Officer will encourage mediation and help you and the applicant discuss the matter so you may resolve the dispute.
- If you come to an agreement, the Residential Tenancy Officer will prepare a written settlement for both parties to sign. There can be no appeal of the settlement.
- If you are not able to come to an agreement, the Residential Tenancy Officer will hold the hearing and decide the issue within 14 days. See Notice of Hearing.
  - You should bring all information about the dispute to the hearing, for example, letters, receipts and photos (3 copies).
  - You may bring witnesses if you wish. Witnesses should have first-hand knowledge of the situation.
  - If you wish to show electronic evidence, you must bring the equipment needed to display it at the hearing.
- The Director's order that the Residential Tenancy Officer issues will be based on information obtained during the Officer's investigation, your mediation efforts and evidence presented at the hearing, if the hearing is necessary.
- If you do not attend the hearing, the Residential Tenancy Officer is authorized to issue an order based on information obtained during the Officer's investigation and from the Applicant.

**Form K**

Department of Service Nova Scotia and Municipal Relations

File Number:

**Application to Director—Rental Arrears**  
 (under subsections 10(6D) and 10(6E) and Section 13 of the *Residential Tenancies Act*)

**Important Information**

This form may be used only if all of the following apply:

- The landlord has served a Notice to Quit for Rental Arrears under subsection 10(6) of the Act on the tenant after the rent was in arrears for 15 days.
- 15 days have elapsed since the Notice to Quit was served.
- The tenant has not paid the rental arrears.
- The tenant has not applied to the Director to have the Notice to Quit set aside.

If you wish to claim for rental arrears for months after the month in which the Notice to Quit for Rental Arrears was given or for damage to the rental unit, you may not use this application form. Please complete an Application to Director in Form J.

**Filed By:**

(Applicant—Landlord)

\_\_\_\_\_

*name (first name, initial, last name or company name)*

\_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

*street number, street name, apt. number* *home phone*

\_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

*city/town, postal code* *business/other phone*

\_\_\_\_\_ \_\_\_\_\_

*mailing address (if different)* *e-mail address*

**Against:**

(Respondent—Tenant)

\_\_\_\_\_

*name (first name, initial, last name)*

\_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

*street number, street name, apt. number* *home phone*

\_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

*city/town, postal code* *business/other phone*

\_\_\_\_\_ \_\_\_\_\_

*mailing address (if different)* *e-mail address*

**Regarding:**

\_\_\_\_\_

*civic address of rental unit (street number, street name, apt. number, city/town, postal code)*

**Details of Application**

**This is an application for:** *(check all that apply)*

- Vacant possession
- Payment of rent owing for the month in which the Notice to Quit for Rental Arrears was given and any rent in arrears for months previous to that month
- Retention of security deposit and interest to be applied against rent found to be owing for the month in which the Notice to Quit for Rental Arrears was given and any rent in arrears for months previous to that month

**Additional information: Notice to Quit for Rental Arrears**

Date Notice to Quit for Rental Arrears served on tenant(s): \_\_\_\_\_ *(date)*

Attach a copy of the Notice to Quit for Rental Arrears

Effective date of termination of tenancy: \_\_\_\_\_ *(date)*

Method of service of Notice to Quit:  Personal service  
 Registered mail

**Additional information: rental arrears**

Term of Lease:  Year-to-year  
 Month-to-month  
 Fixed-term

Rent due: \$ \_\_\_\_\_ each \_\_\_\_\_  
*(week, month)*  
Total rental arrears owing \$ \_\_\_\_\_  
*(must match amount shown on Notice to Quit for Rental Arrears)*

Rent paid since Notice to Quit for Rental Arrears given: \$ \_\_\_\_\_.

**Additional information: security deposit**

Was a security deposit collected?  Yes  No

Amount: \$ \_\_\_\_\_ Date paid: \_\_\_\_\_

\_\_\_\_\_  
**Applicant's Signature**

\_\_\_\_\_  
**Date**

### Affidavit in Support of Application

I, \_\_\_\_\_ (name) of \_\_\_\_\_ (civic address),  
Nova Scotia, make oath and say as follows:

1. That on \_\_\_\_\_ (day of the week), the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I served the Tenant, \_\_\_\_\_ (name of the person served), with a Notice to Quit for Rental Arrears in Form D by: (check applicable box)
  - personal service at \_\_\_\_\_ (place of service) at \_\_\_\_\_ am/pm.
  - OR
  - registered mail to \_\_\_\_\_ (address), and the receipt showing proof of delivery and signature confirmation is attached.
2. That I request an order for the Tenant to vacate the residential premises at: \_\_\_\_\_  
 \_\_\_\_\_  
 (address of rental unit)
3. That the total rent owing for the month in which the Notice to Quit for Rental Arrears was given is: \$\_\_\_\_\_.
4. That the total rent that is in arrears for months previous to that month is: \$\_\_\_\_\_.
5. That since the Notice to Quit for Rental Arrears was given to the Tenant, I have received: (check one)
  - no rent from the Tenant
  - OR
  - rent in the amount of \$ \_\_\_\_\_ from the Tenant.
6. That (check one):
  - the Tenant has not vacated the premises
  - OR
  - the Tenant has vacated the premises as of \_\_\_\_\_ (date).
7. That I have attached a true copy of the Notice to Quit for Rental Arrears served on the Tenant.



**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

**Sworn to** before me at \_\_\_\_\_, )  
in the County of \_\_\_\_\_, )  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ )

\_\_\_\_\_  
A Barrister or Commissioner of the Supreme  
Court of Nova Scotia

\_\_\_\_\_  
Signature  
Print name:

- **Attach the receipt if you served the Notice to Quit for Rental Arrears by registered mail.**
- **Attach a true copy of the Notice to Quit for Rental Arrears served on the tenant.**
- **Sign in the presence of a lawyer or commissioner of oaths.**  
(Many Service Nova Scotia and Municipal Relations staff are Commissioners.)

Form L

(under subsection 25(4) of the Residential Tenancies Regulations)

Department of Service Nova Scotia and Municipal Relations

File Number:

Affidavit of Service

Please print

Re: Hearing date: \_\_\_\_\_ Time: \_\_\_\_\_
Place: \_\_\_\_\_

I, \_\_\_\_\_ (name), of \_\_\_\_\_ (civic address) in the County of \_\_\_\_\_, Nova Scotia, make oath that on \_\_\_\_\_ (day of the week), the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, I served \_\_\_\_\_ (name of person served) with a true copy of: (check applicable box(es))

- Application to Director;
Notice of Hearing;
Other: \_\_\_\_\_ (specify)

by: (check applicable box)

personal service at \_\_\_\_\_ (place of service) at \_\_\_\_\_ am/pm (circle one).

OR

registered mail to \_\_\_\_\_ (address), and the receipt showing proof of delivery and signature confirmation is attached.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

Sworn to before me at \_\_\_\_\_, \_\_\_\_\_
in the County of \_\_\_\_\_, \_\_\_\_\_
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_
A Barrister or Commissioner of the Supreme Court of Nova Scotia ) Signature
) Print name:

- This affidavit must be completed by the person who served the document.
Sign in the presence of a lawyer or commissioner of oaths. (Many Service Nova Scotia and Municipal Relations staff are commissioners.)
This affidavit must be received by the Department of Service Nova Scotia and Municipal Relations office before investigation and mediation will begin.

**Form M**  
**Notice of Rent Increase for Manufactured Home Space**  
 (under Section 11A of the *Residential Tenancies Act*)

**Landlord: Please Note**  
 This notice must be personally served or sent by registered mail to tenants receiving a rent increase.

\_\_\_\_\_  
 Land-lease community name

\_\_\_\_\_  
 Land-lease community address

This notice of rent increase applies to the following manufactured home space(s) in the community: *(Provide additional addresses by attaching a separate sheet.)*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Annual allowable rent increase amount for rent increases with an effective date from January 1, 20\_\_\_\_ to December 31, 20\_\_\_\_ : \_\_\_\_%.**  
 (As published by Service Nova Scotia and Municipal Relations on \_\_\_\_\_, 20\_\_\_\_.)

**Check applicable box:**

The rent increase is equal to or less than the annual allowable rent increase amount.

**OR**

The rent increase is greater than the annual allowable rent increase amount. An Application to the Director in Form N for permission to increase rent by an amount greater than the annual allowable rent increase amount is attached.

**Present rent:** \$ \_\_\_\_\_  
**Rent increase:** \$ \_\_\_\_\_ ( \_\_\_\_%)  
**New rent:** \$ \_\_\_\_\_  
**Effective date of rent increase:** \_\_\_\_\_

Any change in services? \_\_\_\_\_  
 (The value of a discontinued service is deemed to be a rent increase—see subsection 11(5) of the Act.)

**Tenants: Please Note**

If the rent increase is greater than the annual allowable rent increase amount indicated above, your landlord is required to submit an Application to Director in Form N for permission to increase your rent by this amount and must provide you with a copy of the Application to Director in Form N together with this notice. There are instructions on the Application to Director in Form N outlining how you can make submissions to the Director in response to the landlord's application.

Landlord's name, address and telephone number:  
 \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

**Form N**

Department of Service Nova Scotia and Municipal Relations

File Number:

**Application to Director—Rent Increase Greater Than  
Annual Allowable Rent Increase Amount**  
(under subsection 11B(2) of the *Residential Tenancies Act* and  
Section 25D of the *Residential Tenancies Regulations*)

**Important Information**  
*(to be completed by staff)*

**Important deadline for tenants:**

If you wish to make submissions in writing to the Residential Tenancy Officer in response to this application, you must do so no later than \_\_\_\_\_ (date).

**Important deadline for landlords:**

A copy of this application along with a Notice of Rent Increase for Manufactured Home Space in Form M must be served on each tenant named in this application. Service must take place at least 7 months before the tenant’s anniversary date. The landlord must return a copy of the sworn affidavit of service to the Director no later than \_\_\_\_\_ (date).

**Landlords and tenants:** Both landlords and tenants may inquire about this Application by contacting the Residential Tenancy Officer by telephone at \_\_\_\_\_, by fax at \_\_\_\_\_, or by e-mail at \_\_\_\_\_.

\_\_\_\_\_  
**Residential Tenancy Officer                      Date**

**Filed By:**

(Applicant—Landlord)

\_\_\_\_\_  
*name (first name, initial, last name or company name)*

\_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
*street number, street name, apt. number                      home phone*

\_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
*city/town, postal code    business/other phone*

\_\_\_\_\_ \_\_\_\_\_  
*mailing address (if different)                                      e-mail address*

**Against:**

(Respondent— Tenant)

Tenant(s) name(s) and civic address of manufactured home space(s)  
*(street number, street name, city/town, postal code)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Attach an additional sheet if necessary.)*

<b>Details of Application</b>
-------------------------------

This is an application by the landlord for permission to increase rent by an amount that is greater than the annual allowable rent increase amount.

Number of manufactured home spaces included in this application: \_\_\_\_\_

The annual allowable rent increase amount published by Service Nova Scotia and Municipal Relations for rent increases with an effective date from January 1, 20\_\_\_\_ to December 31, 20\_\_\_\_ is \_\_\_\_%.

- Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rent Increase Amount has been completed in full and has been submitted with this application.

**Check applicable box:**

- The applicant is applying for permission to give the same rent increase of \_\_\_\_% with an effective date of \_\_\_\_\_ (month, day, year) to all tenants named in this application.

**OR**

- The applicant is applying for permission to give rent increases as set out in Appendix A to this application. (Check this box if giving different rent increases to different tenants).

**Check only if applicable:**

- The applicant is seeking to have an unused portion of the annual allowable rent increase amount from the previous calendar year (the period from January 1, 20\_\_\_\_ to December 31, 20\_\_\_\_) be considered in this application. The allowable increase for that period was \_\_\_\_%. The applicant gave an increase of \_\_\_\_% during that period, and is seeking to have the unused portion of \_\_\_\_% considered in this application.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

<b>Tenants: Please see important information on page 3 of this form.</b>
--

**Tenants: Please Note  
Important Information**

This application has been filed with the Director of Residential Tenancies.

- The Director has authorized the Residential Tenancy Officer to determine the rent increase amount in response to this application.
- If you wish to review the Form O: Financial Information in Support of a Rent Increase Greater Than Annual Allowable Rental Increase Amount or supporting documentation provided by the landlord to the Director, you may contact the Residential Tenancy Officer using the information indicated on the first page of this application.
- There will not be an oral hearing. The Director's order that the Residential Tenancy Officer issues will be based on this application, the Form O: Financial Information in Support of Rent Increase Greater Than Annual Allowable Rent Increase Amount, any written submissions and supporting documentation submitted by the landlord and tenants, and the guidelines set out in Sections 26 to 32 of the *Residential Tenancies Regulations*.
- If you wish to make any submissions for the Residential Tenancies Officer to consider, you must provide your submissions, in writing, and any supporting documentation to the Residential Tenancy Officer by the deadline indicated on the first page of this application. If you do not, the Residential Tenancy Officer will issue the order without your input.

**Appendix A to Form N: Application to Director for Rent Increase  
Greater than Annual Allowable Rent Increase Amount**

Tenant's Name	Street Number and Street Name of Manufactured Home Space	City/Town and Postal Code	Current Rent: Dollar Amount	Proposed Rent: Dollar Amount (Effective date: (dd/mm/yy))	Proposed Rent Increase: Percentage Amount	Proposed Rent Increase: Dollar Amount

**Affidavit of Service**

**Please print**

I, \_\_\_\_\_ (name) of \_\_\_\_\_ (civic address),  
Nova Scotia, make oath and say that between \_\_\_\_\_ (date) and  
\_\_\_\_\_ (date), I served a true copy of the attached application and a Notice of Rent  
Increase for Manufactured Home Space in Form M on the following tenants of the following manufactured  
home spaces: (list names of all tenants served and the civic addresses of the manufactured home spaces; attach an additional sheet of  
paper if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

by: (check applicable box)

personal service

OR

registered mail, and the receipts showing proof of delivery and signature confirmation are attached.

**Dated** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

**Sworn to** before me at \_\_\_\_\_, )  
in the County of \_\_\_\_\_, )  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ )  
)  
)  
)  
)

\_\_\_\_\_  
A Barrister or Commissioner of the Supreme ) Signature  
Court of Nova Scotia ) Print name:

- **Attach the receipts if service was by registered mail.**
- **Sign in the presence of a lawyer or commissioner of oaths.**  
(Many Service Nova Scotia and Municipal Relations staff are Commissioners.)



**Form O**  
**Financial Information In Support of a Rent Increase**  
**Greater Than Annual Allowable Rent Increase Amount**  
(under Section 25D of the *Residential Tenancies Regulations*)

\_\_\_\_\_  
Land-lease community name

\_\_\_\_\_  
Land-lease community address

**Landlord information:**

\_\_\_\_\_  
*name (first name, initial, last name or company name)*

\_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
*street number, street name home phone*

\_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
*city/town, postal code business/other phone*

\_\_\_\_\_ \_\_\_\_\_  
*mailing address (if different) e-mail address*

**I declare that the information included in this document and in the attachments is true and complete, and that the information represents a consistent presentation for all accounting periods reported.**

\_\_\_\_\_  
**Signature of landlord**

\_\_\_\_\_  
**Date**

**Services Provided**

Identify the services and amenities that are presently provided and paid for by the landlord and included in the rent payable.

- [ ] water [ ] sewer [ ] electricity
- [ ] snow removal [ ] garbage removal [ ] community security
- [ ] street lighting [ ] additional storage area
- [ ] park superintendent [ ] other: \_\_\_\_\_

Are the services identified above available in identical form to all tenants? If no, briefly explain:  
\_\_\_\_\_

**Calendar years to be used for financial information**

For the purposes of this form, financial information must be reported for the 2 calendar years used to calculate the annual allowable rent increase amount, as follows:

- **Year 1** is the calendar year that immediately precedes the publication date of the annual allowable rental increase amount used in Form M: Notice of Rent Increase for Manufactured Home Space.
- **Year 2** is the calendar year that immediately precedes the calendar year defined as Year 1.

**Income Summary**

Total (potential) income for the 2 calendar years defined above:

**Year 1: 20** \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_ \$ \_\_\_\_\_

Other income (parking, laundry, etc.)..... \$ \_\_\_\_\_

**Year 2: 20** \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_ \$ \_\_\_\_\_

Other income (parking, laundry, etc.)..... \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

**Vacancy Summary**

Total vacancies for the 2 calendar years defined above:

**Year 1: 20** \_\_\_\_\_

Vacancies:

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Year 2: 20** \_\_\_\_\_

Vacancies:

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_

\_\_\_\_\_ lots @ \$ \_\_\_\_\_/month = \$ \_\_\_\_\_ × 12 = \$ \_\_\_\_\_ \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

## Expenses

Total expenses for the 2 calendar years defined above:

	Year 1: 20__	Year 2: 20__
<b>General administration and insurance expenses:</b>		
management fee		
staff wages		
office supplies and equipment		
office utilities		
other fees directly related to business operations		
property and liability insurance		

<b>Utilities:</b>		
water and sewer		
electricity		
oil		
natural gas		

<b>Grounds and maintenance services expenses:</b>		
road maintenance		
common area and playground maintenance		
water and sewer testing and maintenance		
electrical maintenance		
landscaping		
snow removal		
garbage removal		

<b>Miscellaneous maintenance and services expenses:</b>		
general equipment and vehicle maintenance		
pest control		
security		

<b>Property taxes</b>		
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<b>Other operating expenses:</b> <i>(specify and attach receipts)</i>		

<b>Total</b>		
--------------	--	--

**Capital Costs**

This section to be completed for work completed before  
the effective date of the notice of rent increase

Attach copies of receipts, estimates, etc. for each item below

**Description of work:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Completion date: \_\_\_\_\_

Cost: \$\_\_\_\_\_ Expected life: \_\_\_\_\_ years

**Description of work:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Completion date: \_\_\_\_\_

Cost: \$\_\_\_\_\_ Expected life: \_\_\_\_\_ years

Attach additional sheet if necessary.

**Projected Capital Costs**

This section to be completed for work completed after  
the effective date of the notice of rent increase

Attach copies of receipts, estimates, etc. for each item below

**Description of work:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Scheduled completion date: \_\_\_\_\_

Cost: \$\_\_\_\_\_ Expected life: \_\_\_\_\_ years

**Description of work:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Scheduled completion date: \_\_\_\_\_

Cost: \$\_\_\_\_\_ Expected life: \_\_\_\_\_ years

Attach additional sheet if necessary.

**Current and Proposed Rent**

Provide the following information for each manufactured home space receiving a rent increase that is greater than the annual allowable rent increase amount:

<b>Manufactured Home Space: Civic Address</b>	<b>Proposed Rent (effective date: (dd/mm/yy))</b>	<b>Proposed Rent Increase: Percentage Amount</b>	<b>Proposed Rent Increase: Dollar Amount</b>	<b>Current Rent: Dollar Amount (effective date: (dd/mm/yy))</b>	<b>Year 1 Rent: Dollar Amount (effective date: (dd/mm/yy))</b>	<b>Year 2 Rent: Dollar Amount (effective date: (dd/mm/yy))</b>

**Form P**  
**Standard Form of Lease**  
*(Residential Tenancies Act, R.S.N.S. 1989, c. 401)*

**Parties**

1. This agreement is made in duplicate between

Landlord

\_\_\_\_\_

*name (first name, initial, last name or company name)*

\_\_\_\_\_

*civic address (required) P.O. box (if applicable)*

\_\_\_\_\_

*city postal code*

\_\_\_\_\_

*phone (bus.) phone (res.)*

**-and-**

Tenant(s)

\_\_\_\_\_

*name(s)*

\_\_\_\_\_

*name(s)*

\_\_\_\_\_

*name(s)*

**Occupants**

2. Other adults or children who will occupy premises

\_\_\_\_\_

Only those tenants and occupants named are allowed to live in the premises without written consent of the landlord.

**Premises**

3. The landlord will rent to the tenant and the tenant will rent from the landlord the premises at location

\_\_\_\_\_

*street/apt. no./city/town*

Type of property (*specify*) \_\_\_\_\_

Tenant's mailing address (*P.O. box if applicable*) \_\_\_\_\_

Postal code \_\_\_\_\_

Tenant's phone # \_\_\_\_\_ (*work*) \_\_\_\_\_ (*home*)

**Emergency contact**

4. Next of kin

\_\_\_\_\_

*emergency contact phone # (work) (home)*

\_\_\_\_\_

*address*

**Property manager or agent**

5. The current agent or property manager for the landlord is

\_\_\_\_\_

*name*

\_\_\_\_\_

*civic address / phone # (work) / (home)*

6. The current superintendent for the building is

\_\_\_\_\_

*name*

\_\_\_\_\_

*civic address*

\_\_\_\_\_

*phone # / emergency phone #*

### Who to serve

7. All notices to quit or service of documents to the landlord shall be in writing and served in person, by registered mail or by any other means authorized by the Director to

the landlord/owner (and/or)  the agent or property manager or  
 the superintendent at the above noted addresses.

### Lease type (complete either 8A or 8B, but not both)

#### Periodic lease

8A. The tenancy is to start on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and this shall be the anniversary date as defined in the Act.

The term is to run (*check one*)

from year to year

from month to month

from week to week

and the tenancy continues until the landlord or the tenant gives proper notice to terminate.

### OR

#### Fixed-term lease

8B. The tenancy is for a fixed term, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Any continuation of the tenancy at the end of a fixed term requires the written consent of the landlord. At the end of the fixed term, the tenancy is finished and the tenant must vacate.

### Public housing

(*check if applicable*)

9.  The residential premises are administered under a public housing program as defined in clause 2(fa) of the *Residential Tenancies Act*. Program eligibility requirements and rules relating to changes in rent are contained in Schedule \_\_\_\_\_, attached. Where a landlord administers a public housing program, a tenant shall provide income verification in the form required by the public housing program. Tenants in a public housing program are not permitted to sublet the premises.

### Rent

10. The tenant will pay rent of \$\_\_\_\_\_ per \_\_\_\_\_ (*week/month*) by:

cash

pre-authorized automatic withdrawal

post-dated cheques

cheque

other \_\_\_\_\_

(*specify*)

Rent is due on the \_\_\_\_\_ day of each month/week and is payable to \_\_\_\_\_. A late payment fee, if any, shall be charged at no more than 1% per month of the monthly rental.

### Rent increases

11. The landlord shall not increase the rent under this lease for 12 months. The rent may be increased on the anniversary date only. The landlord must give a written notice to the tenant of an increase:

(a) 4 months before the anniversary date of a month-to-month or year-to-year lease;



(b) 8 weeks before the anniversary date of a week-to-week lease;

(c) 7 months before the anniversary date of a manufactured home space lease.

Note: The landlord may select a date to be the annual rent increase date for all manufactured home spaces owned or managed by the landlord. If an annual rent increase date is used, notice must be given 7 months before this date. The landlord must serve the notice of rent increase on the tenants of the land-lease community.

Where the landlord administers a public housing program and the amount of the tenant’s rent is increased solely on the basis of an increase in income, the restrictions on frequency of rental increases and notice requirements do not apply.

**Rental incentive (if any)**

12. In signing this lease, the landlord has granted to the tenant the following incentives, which will remain in effect for the duration of the lease:

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The tenant is not required to repay or return any rental incentive if he or she terminates the lease before the end of the term in accordance with the provisions of the *Residential Tenancies Act* or sublets or assigns the residential premises to a tenant with the consent of the landlord.

**Rent includes**

13. The rent includes:

**Appliances**

- stove
- fridge
- washer & dryer
- dishwasher
- furniture

**Utilities**

- washer & dryer (coin operated)
- cable service
- heat
- water
- hot water
- electricity
- parking: # of spaces \_\_\_\_\_  
space # \_\_\_\_\_; # \_\_\_\_\_
- facilities to separate recyclables,  
organics and refuse

**Other (specify)**

- lawn care
- snow removal
- garbage removal
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The landlord is responsible for providing these services and the deletion of a service is deemed to be a rental increase.

The tenant is responsible for the following:

- lawn care
- snow removal
- garbage removal
- tenant insurance
- separation of recyclables, organics and refuse
- late payment charges
- returned cheque charges not to exceed \$ \_\_\_\_\_
- parking @ \$ \_\_\_\_\_/month; # of spaces \_\_\_\_\_
- locked out charges/keys not to exceed \$ \_\_\_\_\_
- assignment/sublet expenses incurred (not to exceed \$75)

**14. Additional obligations**

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**Security deposit**

15.  A security deposit is not required.

**OR**

A security deposit of \$\_\_\_\_\_ (not to exceed 1/2 month's rent) will be deposited for the tenant by the landlord at \_\_\_\_\_ (*financial institution/branch*) in a trust account within 3 days of its receipt, and will be returned to the tenant with interest within 10 days of the termination of this lease. The landlord shall file a claim for unpaid rent and/or damages within 10 days of the termination of the lease if the deposit is not returned.

**Inspection**

16. An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant within 7 days of the start of the tenancy and within 7 days of the end of the tenancy is recommended. If a report is prepared it shall form part of the lease.

An inspection report is attached to the lease.

An inspection report is not attached.

**Statutory conditions and reasonable rules**

17. The landlord and tenant promise to comply with the statutory conditions set out in Schedule A.

(*check if applicable*) The rules of the building are attached hereto as Schedule \_\_\_\_\_.

**Rental arrears**

18. In a fixed-term, year-to-year or month-to-month tenancy, where a tenant is in arrears in paying the rent for 15 days or more, the landlord may give 15 days' written notice to quit the premises. Within 15 days after receiving the notice to quit, the tenant may:

- (a) pay to the landlord the rent that is in arrears, and upon the payment of that rent the notice to quit is void and of no effect and this lease continues; or
- (b) apply to the Director for an order setting aside the notice to quit.

If the tenant does not pay the rental arrears or make an application to the Director within 15 days after receiving the notice to quit, the tenancy is terminated and the tenant must vacate the premises by the effective date of the notice.

In a week-to-week tenancy, where a tenant is in arrears in paying the rent for 7 days or more, the landlord may give the tenant 7 days' written notice to quit the premises.

**Tenant's notice to quit (except fixed-term)**

19. All notices to quit for a tenancy other than a fixed-term shall be given by the tenant in writing in accordance with the following table:

Type of Tenancy	Notice Period
<input type="checkbox"/> year-to-year	at least 3 full months before the end of any year (a year for this purpose begins on the anniversary date)
<input type="checkbox"/> month-to-month	at least 1 full month before the end of any month
<input type="checkbox"/> week-to-week	at least 1 full week before the end of any week
<input type="checkbox"/> manufactured home space	at least 1 full month before the end of the tenancy

**Landlord’s notice to quit**

20. A landlord may not give a notice to quit except in accordance with Section 10 of the *Residential Tenancies Act*.

**General**

21. This lease is for the benefit of and is binding on the landlord and tenant and their heirs, executors, administrators and assigns.

22. Any or all tenants signing this lease take full responsibility for all of its terms and conditions.

**Attachments: (initials required)**

- 1 \_\_\_\_\_ At least 1 tenant has received a copy of the Act and regulations within 10 days of the earliest of:
  - (a) the date specified in the lease as the start of the tenancy;
  - (b) signing the lease;
  - (c) receiving keys to the premises;
  - (d) taking possession of or occupying the premises.
  
- 2 \_\_\_\_\_ All tenants have received a copy of the signed lease within 10 days of the date of the signing of the lease.  
 \_\_\_\_\_  
 \_\_\_\_\_
  
- 3 \_\_\_\_\_ All tenants have read, signed and received the rules and attachments to this lease.  
 \_\_\_\_\_  
 \_\_\_\_\_

**SIGN BOTH COPIES SEPARATELY.  
BEFORE YOU SIGN, PLEASE READ THE FOLLOWING NOTICE:**

**TENANTS: GIVING NOTICE**

**IF YOU WISH TO TERMINATE A YEAR-TO-YEAR LEASE AT THE END OF THE LEASE TERM, THE LAW REQUIRES THAT YOU MUST GIVE AT LEAST 3 MONTHS’ WRITTEN NOTICE ON OR BEFORE \_\_\_\_\_**  
*(NOTICE DATE—3 MONTHS PRIOR TO ANNIVERSARY DATE).*

**OTHERWISE THE LEASE WILL AUTOMATICALLY BE RENEWED FOR ANOTHER YEAR.**

**IF YOU WISH TO TERMINATE A MONTH-TO-MONTH LEASE OR A MANUFACTURED HOME SPACE LEASE, YOU MUST GIVE AT LEAST 1 FULL MONTH’S WRITTEN NOTICE BEFORE THE EXPIRATION OF ANY SUCH MONTH.**

**IF YOU WISH TO TERMINATE A WEEKLY TENANCY, YOU MUST GIVE 1 FULL WEEK’S WRITTEN NOTICE BEFORE THE EXPIRATION OF ANY SUCH WEEK.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

**ANY OR ALL TENANTS SIGNING THIS LEASE TAKE FULL RESPONSIBILITY FOR ALL OF ITS TERMS AND CONDITIONS.**

_____	_____
Date	Tenant
_____	_____
Date	Tenant
_____	_____
Date	Tenant

**Schedule A: Statutory Conditions**  
(Section 9, Residential Tenancies Act)

**Statutory conditions**

**9 (1)** Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise, there is and is deemed to be an agreement between the landlord and tenant that the following conditions will apply as between the landlord and tenant as statutory conditions governing the residential premises:

**Statutory Conditions**

- 1. Condition of Premises** - The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing.
- 2. Services** - Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not so as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlord shall not discontinue providing that service to the tenant without proper notice of a rental increase or without permission from the Director.
- 3. Good Behaviour** - A landlord or tenant shall conduct himself in such a manner as not to interfere with the possession or occupancy of the tenant or of the landlord and the other tenants, respectively.
- 4. Obligation of the Tenant** - The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of damage caused by wilful or negligent act of the tenant or of any person whom the tenant permits on the premises.
- 5. Subletting Premises** - The tenant may assign, sublet or otherwise part with possession of the premises subject to the consent of the landlord which consent will not arbitrarily or unreasonably be withheld or charged for unless the landlord has actually incurred expense in respect of the grant of consent.  
*(Note: Pursuant to subsection 6(4) of the Residential Tenancies Act, tenants under a public housing program shall not sublet the residential premises.)*
- 6. Abandonment and Termination** - If the tenant abandons the premises or terminates the tenancy otherwise than in the manner permitted, the landlord shall mitigate any damages that may be caused by the abandonment or termination to the extent that a party to a contract is required by law to mitigate damages.

7. **Entry of Premises** - Except in the case of an emergency, the landlord shall not enter the premises without the consent of the tenant unless
- (a) notice of termination of the tenancy has been given and the entry is at a reasonable hour for the purpose of exhibiting the premises to prospective tenants or purchasers; or
  - (b) the entry is during daylight hours and written notice of the time of the entry has been given to the tenant at least twenty-four hours in advance of the entry.
8. **Entry Doors** - Except by mutual consent, the landlord or the tenant shall not during occupancy by the tenant under the tenancy alter or cause to be altered the lock or locking system on any door that gives entry to the premises.
9. **Late Payment Penalty** - Where the lease contains provision for a monetary penalty for late payment of rent, the monetary penalty shall not exceed one per cent per month of the monthly rent.
- (2) In addition to the statutory conditions set out in subsection (1), there is and is deemed to be an agreement between the landlord and tenant that the following statutory conditions apply as between them in respect of the lease of a manufactured home space or a manufactured home in a land-lease community:

**Statutory Conditions Respecting Lease of a Manufactured Home Space  
or a Manufactured Home in a Land-lease Community**

1. The landlord shall not restrict in any way the right of a tenant to sell, lease or otherwise part with the possession of a manufactured home by the tenant.
- 1A. Where a tenant wishes to sell or otherwise part with possession of a manufactured home, the tenant may apply in writing to the landlord on behalf of the person who wishes to acquire title to or possession of the manufactured home to become a tenant of the manufactured home space upon which the manufactured home is located.
- 1B. The consent of the landlord required by Statutory Condition 1A will not arbitrarily or unreasonably be withheld.
- 1C. The landlord shall not charge a commission or fee for granting consent required by Statutory Condition 1A, other than the landlord's reasonable expenses actually incurred in respect to the grant of consent.
- 1D. The landlord shall in writing, within ten days of receipt of the request made pursuant to Statutory Condition 1A, consent to the request or set out the reasons why consent is being withheld, failing which the landlord is deemed to have given consent to the request.
2. The landlord shall not receive any compensation for acting as the agent of the tenant in any negotiations to sell, lease or otherwise part with possession of a manufactured home space or a manufactured home situate in a land-lease community, unless provided for in a separate written agency agreement that is entered into by the tenant
- (a) after the tenant enters into the tenancy agreement; and
  - (b) at the time that the tenant decides he wishes to offer his manufactured home for sale or lease or otherwise part with the possession of his manufactured home or manufactured home space.

3.
  - (1) Except as provided in this condition, the landlord shall not restrict in any way the right of the tenant to purchase goods or services from the person of the tenant's choice.
  - (2) The landlord may set reasonable standards for manufactured home equipment.
  - (3) Where a person who does not live in the land-lease community and who is offering goods or services for sale
    - (a) unduly disturbs the peace and quiet of the land-lease community;
    - (b) fails to observe reasonable rules of conduct that have been established by the landlord; or
    - (c) violates the traffic rules of the land-lease community,despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the land-lease community.
4. The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the land-lease community and the services provided by the landlord to the tenants in the land-lease community.
5. The tenant is responsible for compliance with municipal by-laws in respect of the tenant's manufactured home and the manufactured home space on which it is located to the extent that the landlord is not responsible.

**N.S. Reg. 179/2012**

Made: September 25, 2012

Filed: September 25, 2012

Proclamation, S. 29, S.N.S. 2012, c. 8

Order in Council 2012-305 dated September 25, 2012

Proclamation made by the Governor in Council

pursuant to Section 29 of the

*Justice Administration (2012) Act*

The Governor in Council on the report and recommendation of the Minister of Service Nova Scotia and Municipal Relations dated August 30, 2012, and pursuant to Section 29 of Chapter 8 of the Acts of 2012, the *Justice Administration (2012) Act*, and subsection (7) of Section 3 of Chapter 235 of the Revised Statutes of Nova Scotia, 1989, the *Interpretation Act*, is pleased to order and declare by proclamation that Sections 20 to 28 of Chapter 8 of the Acts of 2012, the *Justice Administration (2012) Act*, do come into force on and not before September 25, 2012.

PROVINCE OF NOVA SCOTIA

sgd: **J. J. Grant**

G/S

ELIZABETH THE SECOND, by the Grace of God,  
of the United Kingdom, Canada and Her Other  
Realms and Territories, Queen, Head of the  
Commonwealth, Defender of the Faith.

TO ALL TO WHOM THESE PRESENTS SHALL COME, OR WHOM THE SAME MAY IN ANY WISE  
CONCERN,

GREETING:

**A PROCLAMATION**

WHEREAS in and by Section 29 of Chapter 8 of the Acts of 2012, the *Justice Administration (2012) Act*, it is enacted as follows:

- 29** Sections 13 and 20 to 28 come into force on such day as the Governor in Council orders and declares by proclamation.

AND WHEREAS it is deemed expedient that Sections 20 to 28 of Chapter 8 of the Acts of 2012, the *Justice Administration (2012) Act*, do come into force on and not before September 25, 2012;

NOW KNOW YE THAT WE, by and with the advice of the Executive Council of Nova Scotia, do by this Our Proclamation order and declare that Sections 20 to 28 of Chapter 8 of the Acts of 2012, the *Justice Administration (2012) Act*, do come into force on and not before September 25, 2012, of which all persons concerned are to take notice and govern themselves accordingly.

IN TESTIMONY WHEREOF We have caused these  
our Letters to be made Patent and the  
Great Seal of Nova Scotia to be  
hereunto affixed.

WITNESS, Our Trusty and Well Beloved His Honour  
Brigadier-General, the Honourable J. J. Grant  
(Retired), Lieutenant Governor of the Province of  
Nova Scotia.

AT Our Government House in the Halifax Regional Municipality, this 25th day of September in the year of Our Lord two thousand and twelve and in the sixty-first year of Our Reign.

BY COMMAND:

**sgd: Ross Landry**  
Provincial Secretary  
Minister of Justice and Attorney General

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**N.S. Reg. 180/2012**

Made: September 25, 2012

Filed: September 25, 2012

Theatres and Amusements Regulations

Order in Council 2012-306 dated September 25, 2012  
Amendment to regulations made by the Governor in Council  
pursuant to Section 4 of the *Theatres and Amusements Act*

The Governor in Council on the report and recommendation of the Minister of Service Nova Scotia and Municipal Relations dated August 30, 2012, and pursuant to Section 4 of Chapter 466 of the Revised Statutes of Nova Scotia, 1989, the *Theatres and Amusements Act*, is pleased to amend the *Theatres and Amusements Regulations*, N.S. Reg. 90/2005, made by the Governor in Council by Order in Council 2005-164 dated April 22, 2005, to provide for changes consequential to Chapter 8 of the Acts of 2012, the *Justice Administration (2012) Act*, in the manner set forth in Schedule “A” attached to and forming part of the report and recommendation, effective on and after September 25, 2012.

**Schedule “A”**

**Amendment to the *Theatres and Amusements Regulations*  
made by the Governor in Council under Section 4  
of Chapter 466 of the Revised Statutes of Nova Scotia, 1989,  
the *Theatres and Amusements Act***

- 1 The *Theatres and Amusements Regulations*, N.S. Reg. 90/2005, made by the Governor in Council by Order in Council 2005-164 dated April 22, 2005, are amended by striking out “and subsection 5(3)” in Section 4.
- 2 The regulations are further amended by repealing Section 5 and substituting the following Section:

**General character of film to be considered**

- 5 (1) In exercising the Minister’s powers under subsection 5(2) of the Act, the Minister must take into account the general character of the film.
- (2) When classifying a film, a film classifier must take into account the general character of the film.

- 3 Subsection 8(1) of the regulations is amended by

- (1) striking out “subclause 5(3)(a)(i) or 5(3)(a)(ii)” and substituting “subsection 5(5) or clause 5(6)(a)”; and
- (2) striking out “the Minister” and substituting “a film classifier”.



- 4 Section 9 of the regulations is amended by
  - (1) striking out “subclause 5(3)(a)(i) or 5(3)(a)(ii)” and substituting “subsection 5(5) or clause 5(6)(a)”; and
  - (2) striking out “the Minister” and substituting “a film classifier”.
- 5 Section 10 of the regulations is amended by striking out “Upon classifying a film,” and substituting “After a film has been classified,”.
- 6 Section 20 of the regulations is amended by striking out “the Inspector, an assistant inspector” and substituting “an inspector”.
- 7 Subsection 22(2) of the regulations is amended by striking out “by the Minister” and substituting “in accordance with these regulations”.
- 8 Section 30 of the regulations is amended by striking out “the Inspector, an assistant inspector” and substituting “an inspector”.
- 9 Subsection 31(2) of the regulations is amended by striking out “by the Minister” and substituting “in accordance with these regulations”.
- 10 Section 35 of the regulations is repealed.
- 11 Section 41 of the regulations is amended by striking out “the Inspector, an assistant inspector” and substituting “an inspector”.

**N.S. Reg. 181/2012**

Made: September 19, 2012

Filed: September 26, 2012

Motor Vehicle Appeal Board Procedures Regulations

Order dated September 19, 2012  
made by the Minister of Service Nova Scotia and Municipal Relations  
pursuant to subsection 7C(11) of the *Motor Vehicle Act*

**In the Matter of Section 7C of Chapter 293 of the  
Revised Statutes of Nova Scotia, 1989, the *Motor Vehicle Act***

- and -

**In the Matter of an Order Respecting Regulations for the Motor Vehicle Appeal Board  
made by the Minister of Service Nova Scotia and Municipal Relations  
pursuant to subsection 7C(11) of the *Motor Vehicle Act***

**Order**

I, John MacDonell, Minister of Service Nova Scotia and Municipal Relations for the Province of Nova Scotia, pursuant to subsection 7C(11) of Chapter 293 of the Revised Statutes of Nova Scotia, 1989, the *Motor Vehicle Act*, hereby make regulations respecting the Motor Vehicle Appeal Board in the form set forth in the attached Schedule "A" effective on and after Chapter 67 of the Acts of 2011, *An Act to Amend [Chapter 293 of the Revised Statutes, 1989,] the Motor Vehicle Act* is proclaimed in force.

**Dated** and made at Halifax, in the Halifax Regional Municipality, Nova Scotia, September 19, 2012.

sgd.: *John MacDonell*

Honourable John MacDonell,

Minister of Service Nova Scotia Municipal Relations

**Schedule "A"**

**Regulations Respecting the Procedures of the Motor Vehicle Appeal Board  
made by the Minister of Service Nova Scotia and Municipal Relations  
under subsection 7C(11) of Chapter 293  
of the Revised Statutes of Nova Scotia, 1989, the *Motor Vehicle Act***

**Citation**

1 These regulations may be cited as the *Motor Vehicle Appeal Board Procedures Regulations*.

**Interpretation**

2 In these regulations,

"Act" means the *Motor Vehicle Act*;

"applicant" means a person who is submitting an application;

"application" means an application for appeal of a Registrar's decision;

"board" means the Motor Vehicle Appeal Board established under subsection 7C(1) of the Act;

"chair" means the chair of the board designated by the Minister under Section 7C of the Act;

"Minister" means the Minister of Service Nova Scotia and Municipal Relations;

“panel” means the members of the board selected by SNSMR under Section 4 to hear an application;

“Registrar’s decision” means a decision made by the Registrar under subsection 279(2) [of the Act] respecting a suspension order issued under clause (a), (b), (d), (e) or (f) of subsection 279(1), Section 279B or Section 291A of the Act;

“SNSMR” means the Department of Service Nova Scotia and Municipal Relations;

“vice-chair” means a member of the board designated by the chair under subsection 4(3) to act as chair of a panel of the board, in the absence of the chair.

### **Applying for an appeal**

- 3** (1) An application must include or be accompanied by all of the following:
- (a) a fee of \$150.00;
  - (b) the applicant’s full name and current mailing address;
  - (c) the applicant’s telephone number and fax number, if any;
  - (d) the applicant’s preferred method of receiving information related to the appeal;
  - (e) contact information for the applicant’s legal counsel or agent, if any;
  - (f) a completed application on a form provided by SNSMR setting out the reason the applicant is requesting the appeal;
  - (g) a copy of the Registrar’s decision that is being appealed, if available.
- (2) Unless otherwise directed by SNSMR, an application and any related submissions must be in writing and delivered to SNSMR by hand, mail or courier.
- (3) An application is deemed to be received by the SNSMR on the date that the application is stamped as received by the Department.
- (4) If SNSMR determines that an application is incomplete, it must return the application to the applicant.
- (5) If an incomplete application that has been returned to an applicant is not resubmitted within 30 days of the date SNSMR returned the incomplete application, the Registrar’s decision is final and there is no further appeal.

### **Panels of the board**

- 4** (1) On receipt of an application, SNSMR must select a panel composed of any 3 board members to hear the appeal.
- (2) Any 3 members of a panel constitute a quorum of the board and different panels of the board may sit separately at the same time to hear appeals.
- (3) If the chair is not a member of a panel, the chair must designate a member of the panel to be a vice-chair for the matter being considered by the panel.

**Setting hearing date**

- 5 (1) On receipt of a completed application, SNSMR must
- (a) set a date for a hearing; and
  - (b) notify the Registrar of the application.
- (2) On receipt of notice of an application, the Registrar must provide SNSMR with copies of all of the following:
- (a) the Registrar's decision related to the application;
  - (b) any material that the Registrar relied on in making the Registrar's decision;
  - (c) any other material that the Registrar considers relevant to the application, including the driving record of the applicant.
- (3) At least 20 days before the date of the hearing, SNSMR must send the applicant copies of the material provided by the Registrar under subsection (2), and advise the applicant of the date of the hearing.
- (4) An applicant may respond to any material sent to the applicant under subsection (3) by
- (a) filing a written response with SNSMR no later than 10 business days before the date of the hearing; or
  - (b) in the case of an oral hearing, making a presentation to the board at the hearing.

**If applicant withdraws application**

- 6 If an applicant withdraws their application, the Registrar's decision that was to be appealed is final.

**Rescheduling oral hearing**

- 7 (1) SNSMR may reschedule a hearing at the request of the chair or a vice-chair of a panel of the board or at the request of an applicant.
- (2) An applicant who requests that a hearing be rescheduled but fails to make the request at least 48 hours before the scheduled hearing date must pay a rescheduling fee of \$150 at least 10 days before the rescheduled hearing date.

**Dismissal of an application**

- 8 (1) If an applicant fails to attend at a scheduled oral hearing of their application, the board must dismiss the application and, except as provided in subsection (2), the Registrar's decision that was to be appealed is final.
- (2) If an application is dismissed because the applicant fails to attend at a scheduled oral hearing, and the chair is satisfied that the person has a reasonable excuse for failing to appear, the chair
- (a) may direct that the hearing be rescheduled; and
  - (b) if the hearing is rescheduled, the applicant must pay a rescheduling fee of \$150 at least 10 days before the rescheduled hearing date.
- (3) If an applicant fails to pay a rescheduling fee required under subsection (2) or Section 7, the board must dismiss the application and the Registrar's decision that was to be appealed is final.

**Hearing procedures**

- 9** (1) The chair or, if applicable, vice-chair of a panel must
- (a) preside at an oral hearing if applicable; and
  - (b) prepare the written decision of the board.
- (2) The board must conduct a hearing in an informal manner and is not required to comply with the rules of evidence.
- (3) The board may adjourn a hearing and reconvene a hearing at any time and at any place the board considers appropriate.
- (4) The chair may make rules and procedures for the efficient administration of the board.
- (5) The board is not required to keep any written record of evidence or arguments given at any hearing.
- (6) Each oral hearing before the board must take place in Halifax at a location determined by SNSMR.

**Board decisions**

- 10** (1) The decision of a majority of a panel is the decision of the board.
- (2) A decision of the board must, no later than 7 days after the date of the hearing, be sent to the applicant by registered mail and filed with the Registrar.
- (3) Despite subsection (2), failure of the board to provide a decision within the required time period does not affect the jurisdiction of the board to make a decision with respect to the application.
- (4) A decision of the board must meet all of the following requirements:
- (a) it must be in writing and signed by each of the members of the board who heard the appeal; and
  - (b) it must state the reason for the decision.

**Annual report**

- 11** The chair must annually prepare a report to the Minister, which must include all of the following information in detail:
- (a) the number of applications received by SNSMR;
  - (b) the number of applications heard by the board;
  - (c) the number of oral hearings held by the board;
  - (d) the number of hearings each member of the board participated in;
  - (e) the results of the appeals heard by the board;
  - (f) any recommendations for changes to the administration of the board;
  - (g) any additional matters the chair believes may be relevant.