

Residential Tenancies Guides

# Land Lease Communities

Residential Tenancies Program  
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# Land Lease Communities

This document is intended as an information guide only. For specific information, refer to the Residential Tenancies Act and relevant regulations at [novascotia.ca/rta](https://novascotia.ca/rta). You may also wish to seek legal advice for your specific circumstance.

The Residential Tenancies Act sets out the rights and responsibilities of landlords and tenants. Some sections of this Act deal specifically with land-lease communities (formerly known as mobile home parks).

This guide lists some of the key things landlords and tenants should know. It also describes the dispute resolution process available to tenants and landlords.

All forms referenced in this guide are available at [novascotia.ca/rta](https://novascotia.ca/rta) under Forms.

## Who is responsible?

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Both tenants and landlords have responsibilities:

- Landlords are responsible for repairs to the manufactured home space during a tenancy and must comply with all laws and regulations about standards of health, safety, and housing. Landlords are responsible for normal wear and tear of the manufactured home space during a tenancy.
- Tenants are responsible for maintaining their manufactured home.
- Landlords must establish a common anniversary date to change or implement rules (like what a tenant is responsible for on their lot); the anniversary date must be the same as the pre-established date for rental increase, if there is one.
- Landlords must provide 4 months written notice before the anniversary date if they plan to change the rules and post a written copy of the rules or changes in a common area that all tenants can access. They must provide written copies of rules and changes to all tenants and post written copies of any existing landlord rules in a land-lease community in a common area accessible to all tenants. They must provide written copies to each tenant within 30 days of the legislative change in effect date.
- Tenants are responsible for all laws involving their manufactured homes and manufactured home space.
- As in any lease agreement, landlords can make rules for the premises. Rules must be reasonable, applied equally to all tenants, and given to tenants in writing before they sign a lease or 4 months before their anniversary date.
- Landlords may set reasonable standards for manufactured home equipment throughout a tenancy.

# The lease

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A lease is a contract between a landlord and a tenant(s). A Standard Form of Lease has been created for use in Nova Scotia. A landlord doesn't have to use this lease, but whatever lease the landlord uses can't remove any rights the tenant is given in the Standard Form of Lease. If there is no written lease, the Standard Form of Lease still applies, and it defaults to a month-to-month tenancy. Copies of the Standard Form of Lease can be found in the Residential Tenancies Regulations, at any Access Centre, or at [novascotia.ca/rta](http://novascotia.ca/rta) under Forms.

## **A lease begins when one of the following 3 things occurs:**

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

Landlords must give tenants a signed copy of the lease agreement along with a copy of the Residential Tenancies Act within 10 days of the tenant signing the lease or receiving access to the site.

Every lease should include all details regarding the rental of the manufactured home space in a land-lease community, including

- the start date of the lease
- contact information for the landlord or their agent
- landlord must provide an e-mail address to receive documents if the tenant has provided one)
- a description of the rental space
- the total rent cost per month
- utilities and services included in the rent
- regulations for rent increases
- the amount of any security deposit
- requirements for ending the lease

## **The copy of the act can be in one of these forms:**

- paper copy
- electronic copy
- web address contained within the lease

If there is no signed copy or paper copy of a lease, the lease automatically defaults to a month-to-month tenancy, and both tenants and landlords still have all the rights and responsibilities as if one had been signed under the Residential Tenancies Act.

A tenancy continues until either the landlord or the tenant gives a proper Notice to Quit.

The minimum requirements for a standard lease are set out in the Residential Tenancies Act.

## The security deposit (also known as damage deposit)

A security deposit gives the landlord protection against any unpaid rent or damage to the space during the tenancy. When tenants sign a lease, the landlord can ask for a security deposit. The deposit can be up to 1/2 of 1 month's rent. The landlord needs to put the security deposit in a trust account.

At the end of the tenancy, if there are no problems and all payments have been made to the landlord as required, the landlord must return the security deposit within 10 days.

## Terminating a tenancy by tenant

All leases, except fixed-term leases, automatically renew for the same period unless a proper Notice to Quit is given. A Notice to Quit is the advance notice required to end a lease.

Specifically for land-lease communities, tenants are required to give 1 month's written notice, regardless of the term of the tenancy.

## Terminating a tenancy by landlord

Landlords are not able to terminate a tenancy without cause; this means landlords must have a reason to terminate a tenancy. The following are some reasons why a landlord can terminate a tenancy:

- Rental arrears of three days or more
- Bad behaviour (not meeting terms of lease, noise, etc.)
- Condition of unit (damage or lack of cleanliness)
- Unauthorized sublet or assignment (person subletting may be given notice)
- Not following municipal bylaws for manufactured homes
- Not complying with Statutory Conditions
- Tenant poses a safety risk

For more information on terminating a tenancy see Ending a Tenancy Guide at [novascotia.ca/ta](https://novascotia.ca/ta)

## Regular rent increases in land-lease communities

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Rent in a land-lease community may only be raised once in a 12-month period, and not in the first 12 months after a lease is signed.

Each year before March 1<sup>st</sup>, Service Nova Scotia will post the Annual Allowable Rent Increase Amount (AARIA) on its website. The AARIA is effective for the calendar year (January 1<sup>st</sup> – December 31<sup>st</sup>) after it is published. Landlords may raise rent by any amount up to that percentage.

The Residential Tenancies Program calculates this amount by taking the average change of the previous 2 years of the published Consumer Price

Index for Nova Scotia and is shown as a percentage (see the AARIA section on our website for the formula and the calculations).

Landlords must give 7 months' notice before increasing the rent. If the community has a common rent increase date for all spaces, it should be noted in the lease. The notice of rent increase must be properly served using Form M: Notice of Rent Increase for Space in a Land-lease Community.

If a landlord gives an increase that is less than the AARIA, they may be able to use the unused percentage in the following year.

## Rental increases greater than the AARIA

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When a landlord wants to increase its rent above the AARIA, the landlord must apply to the Residential Tenancies Program to give a rent increase higher than the posted percentage. The following process must be completed 7 months before the tenants' anniversary date.

1. Landlord prepares an Application to Director using Form N: Application to Director—Rent Increase Greater than Annual Allowable Rent Increase Amount. The proposed rental amount increase must be shown.
2. Landlord prepares Form O: Financial Information for Rent Increase Greater than Annual Allowable Rent Increase Amount. Any relevant documents, such as financial statements, invoices, quotes for capital expenses, etc. should be attached.
3. Landlord brings the completed forms to an Access Centre and pays the application fee.
4. After the application has been processed, the landlord must serve all the affected tenants 7 months before the tenants' anniversary date and return to the same Access Centre where the original application was made.

The landlord must serve all tenants who will receive a rent increase greater than the AARIA with:

- Form M: Notice of Rent Increase for Space in a Land-lease Community
- A copy of Form N: Application to Director—Rent Increase Greater than Annual Allowable Rent Increase Amount.

Landlords do not have to serve the tenants with a copy of Form O. However, tenants who wish to see this information may do so by arrangement with the Residential Tenancy Officer assigned to the file.

5. If tenants are not properly served 7 months before the anniversary date by the given deadline date, the application will be considered withdrawn for any tenants who have not been served.
6. Tenants will be given a deadline by which they can make written submissions regarding the landlord's application to increase the rent above the AARIA to the officer assigned to the file. The officer will send the landlord a copy of any submissions from tenants. If the landlord wishes to respond to these submissions, they must do so within 14 days of receiving them from the officer. The officer may, at any time during the process, ask the landlord for additional information or documents.

7. There will be no hearing. The officer will consider the application, actual operating expenses and any capital cost expenses for the previous 2 calendar years.
8. The officer will make a written order that will do one of the following:
  - Approve the requested rent increase amount.
  - Deny the requested rent increase amount (a rent increase up to the posted AARIA can still be applied).

- Order another rent increase amount that is greater than the AARIA but lower than the requested rent increase amount.

A landlord can raise rents by the amount in the decision. Tenants can either pay the new amount or give notice they are leaving the land-lease community (mobile park).

## Eligible expenses for consideration – Rent increases greater than the AARIA

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### Administrative Costs

- Management fee
- Staff wages
- Office supplies and equipment
- Office utilities
- Other business fees
- Property and liability insurance
- Property taxes

- Landscaping
- Snow removal
- Garbage removal
- General equipment maintenance
- Vehicle maintenance
- Pest control
- Security

### Utilities

- Water and sewer
- Electricity
- Oil
- Natural gas

### Other Reasonable Operating Expenses Services

- Road maintenance
- Common area/playground maintenance
- Water and sewer testing/maintenance
- Electrical maintenance

### Using unused portions of the AARIA

If the landlord has given a rent increase lower than the maximum, they may use the unused portion of the AARIA in the following year. To do this, the landlord must make an Application to Director using the process above.

If the landlord wishes to use the unused portion only and not otherwise request a rent increase higher than the AARIA in the second year, they must complete Form N: Rent Increase Greater than Annual Allowable Rent Increase Amount, but do not need to complete Form O: Financial Information for Rent Increase Greater than Annual Allowable Rent Increase Amount.

## Buying and selling manufactured homes

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When a tenant plans to sell their manufactured (mobile) home to someone who will keep it in the same space in a land-lease community (mobile park), the potential buyer needs the landlord's approval to become a tenant of the community.

The potential buyer can either sign a new lease or take over the tenant's (seller's) existing lease.

A tenant's first step is to let their landlord know they're planning to sell their manufactured (mobile) home. Then, the tenant needs to arrange for the potential buyer to apply to become a tenant in the land-lease community (mobile park).

When a tenant approaches a landlord to let them know they plan to sell their manufactured home on its existing lot, landlords and tenants should try to work together to make sure the process goes smoothly. With the sale of a manufactured home, the buyer will become a member of the land-lease community, and the landlord can accept the buyer as a new tenant.

The seller (current tenant), the landlord, and buyer (future tenant) can try to work together to ensure a smooth transition.

However, if the tenant, landlord, and buyer are unable to complete the process agreeably on their own, Section 9(2) of the Residential Tenancies Act and Section 3 of the Residential Tenancies Regulations outline requirements and a process for landlords to follow when being approached by tenants wishing to sell their home.

The following is the process outlined within the Act and regulations:

1. If the tenant (seller) of the manufactured home wants to sign over (assign) the lease to the proposed buyer, the seller must give the buyer
  - a. a copy of the current lease, or any part of it that is in writing
  - b. a copy of the rules for the land-lease community that form part of the lease
  - c. the current rent amount, and the date and amount of the last rent increase
2. The tenant (seller) of the manufactured home must prepare a written request to ask the landlord to approve the proposed buyer as a tenant. The request must include the following:
  - a. Whether the tenant is asking to sign over the existing lease or whether the buyer wishes to sign a new lease with the landlord.
  - b. The civic address of the manufactured home space where the manufactured home is located and the tenant's (seller's) name, telephone number, and mailing address.
  - c. The buyer's name, telephone number, civic address, and mailing address, if different. If the buyer is a tenant elsewhere, they must also provide the name and telephone number of their landlord.
  - d. If the buyer has been at their current address for fewer than 2 years, they must also provide their previous civic address and contact information for their previous landlord, if there is one.
  - e. The names and telephone numbers of 2 personal references for the proposed buyer.
  - f. The date when the new lease will start, or the date the buyer will take over the lease.
3. As part of the letter, the buyer must provide the landlord with signed consent to
  - a. contact the references provided in the letter, including prior landlords
  - b. have the buyer's income checked and request a copy of their credit report
  - c. receive confirmation from the buyer that they have received a copy of the lease (if the buyer is taking over the lease), landlord's rules, and information about the rent amount and most recent rent increase

4. The tenant or their representative must properly serve the landlord. They can do this in several ways:
  - a. Hand the form in person to the landlord or an agent of the landlord, the property manager, or the superintendent. They can also have someone else do this for them.
  - b. Leave a copy in the landlord's mailbox or mail slot at an address listed in the lease for the landlord, property manager, or superintendent.
  - c. Send it by pre-paid registered mail, express post, or courier service to an address
    - i. stated in the lease
    - ii. where the landlord carries on business as a landlord
    - iii. where the rent is payable
  - d. Send it electronically, but only if the landlord has provided an electronic address in the lease to receive documents. The electronic copy must be substantially the same as the original and capable of being retained by the landlord so they can use it for later reference.
  
5. The landlord must reply in writing within 10 days of receiving the request. If the landlord does not reply within 10 days, it is deemed they have given consent to accept the new tenant. In their response, the landlord may
  - a. approve the buyer as a new tenant
  - b. decline the buyer as a tenant by demonstrating one of the following reasons (no other reasons can be given for declining a tenant):
    - i. Required information was missing from the request.
    - ii. After checking references and records, the landlord believes the buyer
      - (a) will not comply with the lease or with the rules of the community
      - (b) cannot or will not pay the rent
    - iii. The landlord could not contact 1 or more of the references after making every reasonable effort and has told the tenant that the reference was not available.
    - iv. The landlord believes the buyer does not plan to live in the manufactured home because
      - (a) the buyer plans to use it for business
      - (b) the buyer already owns more than 1 manufactured home in the land-lease community
    - v. The manufactured home has been removed or destroyed.
    - vi. There is an Order of the Director or an Order of the Small Claims Court that shows the current tenant owes the landlord rental arrears or other money.
    - vii. The manufactured home does not meet municipal bylaws or rules for the land-lease community.

If the landlord declines the buyer as a tenant, the buyer will not be able to live in the manufactured home while it is located in the land-lease community.

## If there is a problem

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If there is a conflict, tenants and landlords should try to work with each other to find a solution. Review the lease and the Residential Tenancies Act to see if they contain an answer to the conflict. If the parties cannot resolve the dispute on their own, they can

get help from the Residential Tenancies Program. For more information on the dispute resolution process, see Resolving Disputes on our website under the guides section.