



# Key Housing Terms

**Residential Tenancies Act (RTA):** The RTA sets the rules for leases, rent increases, evictions, repairs, and many other issues that affect tenants.

**Tenant:** An individual who lives in a rental property. A tenant may also be known as a lessee.

**Landlord:** An individual or company who owns rental property or properties, and rents or leases them to others to reside in.

**Standard Form of Lease:** This is a lease with standardized details, set out by the Residential Tenancies Act, which landlords must follow. Landlords are required provide a copy of this form to their tenant(s). Landlords cannot make up their own lease. If they should create their own lease, and it contradicts the Standard Form of Lease, it is invalid and cannot be enforced by the landlord.

**Lease:** A lease is a legally binding contract between a landlord and tenant. A lease is also known as a tenancy agreement or a rental agreement.

There are two types of leases: **periodic and fixed term**.

A **periodic lease** is signed for a year, a month or week. A **fixed term lease** has a specific start and end date, and the lease does not renew unless tenant and landlord agree to additional fixed term leases.

You can have a **verbal** agreement or a **written** lease agreement.

A **verbal** lease is a verbal agreement that gives you the same rights & responsibilities as if you had signed a written, month-to-month, Standard Form of Lease. A **written** lease cannot be orally modified, and the most common form of written lease is the Standard Form of Lease.

At the end of a fixed term lease (e.g., 12 months), it automatically converts to a month-to-month lease.

- **TIP:** You are strongly encouraged to get a copy of your lease in writing. Never sign anything without reading it thoroughly. Understand what you are signing and what your responsibilities will be as a tenant. If you have questions or concerns, seek advice from the Residential Tenancies Board.

Call or visit their website at 1-822-670-4357 or <https://beta.novascotia.ca/programs-and-services/residential-tenancies-program>

**Ending a Lease:** As a tenant, you must give your landlord written notice to quit. There is a specific form to be used in this case, called the **Notice to Quit** form. You can retrieve this from the Access Nova Scotia website: <https://beta.novascotia.ca/tenants-notice-quit-leave-end-lease-term-form-c>.

If you have a monthly lease, you are required to notify your landlord with the Notice to Quit form, 1 month prior to moving out.

If you have signed a yearly lease, you are required to give the landlord your Notice to Quit 3 months prior to the anniversary date of the lease, which would be the date you signed it.

If you have signed a fixed term lease, you do not need to notify the landlord as the lease will automatically end on the date specified on the lease.

**Landlord's Rules:** A landlord has the authority to provide a tenant with a copy of reasonable rules that do not contradict the Residential Tenancies Act. These rules will apply to all tenants of the residential premise. The copy of the rules should be given to the tenant(s) prior to executing a lease.

**Security Deposit:** A landlord can ask you for a security deposit at the beginning of your tenancy. This deposit can also be called a damage deposit. Your landlord cannot legally demand more than half of a month's rent for this deposit.

**Rent:** The payment a tenant makes to the landlord, usually at the beginning of each month, for the right to live in that rental property.

- **TIP:** It is recommended that you pay your damage deposit and rental payments by personal cheque or money transfer, and not by cash. Always request a receipt that includes your landlord's name, phone and signature, and the address of both your landlord and the unit you are renting.

**Utilities:** Essential services administered by the municipality or province. These include heat (oil can be used as a heat source), hot and cold water and electricity (hydro). Discuss with your landlord what utilities will be included in your rent prior to signing the lease.

**Tenants' Insurance:** All tenants should consider protecting their home and valuable items with insurance. Landlords may request tenants to obtain insurance in their landlord rules. For more information on insurance and/or rates, call a local insurance agent or broker, or visit: <http://www.ibr.ca/on/home/rental-properties/tenant-insurance>.