

STANDARD FORM OF LEASE
(Residential Tenancies Act R.S.N.S. 1989, c.401)

1. This agreement is made in duplicate between

PARTIES

Landlord

_____ Name	
_____ Municipal/Civic Address	_____ PO Box (if applicable)
_____ City	_____ Postal Code
_____ Phone (bus)	_____ Phone (res)

- and -

Tenant(s) _____
Name(s)

OCCUPANTS

Other adults or children who will occupy premises _____

Type of Property _____
Specify

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

PREMISES

2. The landlord will rent to the tenant and the tenant will rent from the landlord the following premises at Location:

_____ Street	_____ Apt. No.	_____ City / Town
_____ Tenant's mailing address (PO Box if applicable)		_____ Postal Code

Tenant's Phone # _____ (work) _____ (home)

EMERGENCY CONTACT

Next of Kin _____
Emergency Contact Phone # (work) (home)

The residential premises described above 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 hereto.

PROPERTY MANAGER OR AGENT

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

_____ Name		
_____ Civic Address	_____ Phone # (work)	_____ (home)

4. The current superintendent for the building is

_____ Name	
_____ Address	
_____ Phone #	_____ Emergency Phone #

WHO TO SERVE

5. 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 BEGINS

6. The tenancy is to commence or take effect 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

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.**

RENT

7. The tenant will pay rent of \$ _____ per _____ by:

(week / month)

- Cash Pre-authorized automatic withdrawal
- Post-dated cheques Cheque Other

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 INCREASE

The rent may not increase 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 mobile home lot lease. Note: The Landlord may select a date to be the annual rent increase date for the park. 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 mobile home park.

Where the landlord administers a public housing program and 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)

8. 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. 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 the residential premises to a tenant with the consent of the landlord.

RENT INCLUDES

9. The rent includes:

Appliances

- stove
- fridge
- washer & dryer
- dishwasher
- furniture
- other (define)

Utilities

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

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 Late payment charges
- Snow removal Returned cheque charges not to exceed \$ _____
- Garbage removal Parking @ \$ _____ / month # of spaces _____
- Tenant Insurance Locked out charges / keys not to exceed \$ _____
- Separation of recyclables, organics and refuse

10. Additional obligations

SECURITY DEPOSIT

11. 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

An inspection of the premises and the preparation of a written inspection report signed by the landlord and tenant or an electronic inspection report prepared 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.

- A form of inspection report is attached to the lease.
- An inspection report is not attached.

REASONABLE RULES

12. The landlord and tenant promise to comply with the statutory conditions set out in Schedule "A". The tenant acknowledges receipt of the rules of the building which are attached hereto as Schedule "____".
Tenants in a public housing program are not permitted to sublet the premises.

RENTAL
ARREARS

13. In a monthly or yearly tenancy, where a tenant is in arrears in paying the rent for 30 days or more, the landlord may give the tenant a 15 day written notice to quit the premises.

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

SECURITY
OF
TENURE

14. Where a tenant has lived in the premises for 5 years or more, written notice to quit may only be given by the landlord in accordance with the *Residential Tenancies Act*.

Where a tenant has lived in a mobile home park for 1 year or more, written notice to quit may only be given by the landlord in accordance with the Residential Tenancies Act.

NOTICE
TO QUIT
EXCEPT
FIXED TERM

15. All notices to quit for a tenancy other than a fixed term shall be given in writing in accordance with the following table.

Type of Tenancy	Notice by Tenant	Notice by Landlord
<input type="checkbox"/> Mobile Home Lot	at least 1 full month before the end of the tenancy	at least 6 full months before the end of the tenancy
<input type="checkbox"/> Yearly	at least 3 full months before the anniversary date	at least 3 full months before the anniversary date
<input type="checkbox"/> Monthly	at least 1 full month before the end of any month	at least 3 full months before the end of any month
<input type="checkbox"/> Weekly	at least 1 full week before the end of any week	at least 4 full weeks before the end of any week

If a tenant has security of tenure, the landlord must apply to the Director for the notice to quit.

PUBLIC
HOUSING
PROGRAM

16. Where a landlord administers a public housing program a tenant shall provide income verification in the form as required and the tenant shall not sublet the premises.

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

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

Attachments (Initials required)

- 1 _____ The tenant has received a copy of the Act and regulations within 10 days from grant, possession or occupancy from the landlord.
- 2 _____ The tenant has received a copy of the signed lease within 10 days of the date of the signing of the lease.
- 3 _____ The tenant has 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 MOBILE HOME LOT 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 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

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 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. (Pursuant to subsection 6(4) of the Residential Tenancies Act tenants under a 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 made 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 of the monthly rent.

Statutory conditions re mobile homes

- (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 mobile home space or a mobile home in a mobile home park:

Statutory conditions respecting mobile homes

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 mobile home by the tenant.

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 mobile home space or a mobile home situate in a mobile home park, 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 mobile home for sale or lease or otherwise part with the possession of his mobile home or mobile 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 mobile home equipment.

(3) Where a person who does not live in the mobile home park and who is offering goods or services for sale

(a) unduly disturbs the peace and quiet of the mobile home park;

(b) fails to observe reasonable rules of conduct that have been established by the landlord; or

(c) violates the traffic rules of the mobile home park,

despite a request by the landlord to discontinue the conduct, the landlord may restrict or prohibit the entry of that person into the mobile home park.

4. The landlord is responsible for compliance with municipal by-laws in respect of the common areas of the mobile home park and the services provided by the landlord to the tenants in the mobile home park.

5. The tenant is responsible for compliance with municipal by-laws in respect of the tenant's mobile home and the mobile home space on which it is located to the extent that the landlord is not responsible.