

Legal Rights

Legal Rights of a Tenant and Landlord

1. In Nova Scotia the laws respecting the legal rights of tenants, boarders and landlords are found in an act of the Provincial Legislature, commonly referred to as "the Residential Tenancies Act."

2. Interpretation A tenant is a person who rents or otherwise occupies a definite portion of a house or building from a landlord. He rents it on the understanding that it will be his to use alone. A boarder is a person who pays the 'keeper' for room and - or board. He usually does not have a lease. They usually pay rent on a weekly or monthly basis and this determines the length of notice required to quit by either party. Most of the Act pertains to those with a tenancy agreement or lease. The rights and responsibilities of boarders are very vague. A landlord is a person or persons who agree to grant the possession of or occupation of residential premises in consideration of the payment of rent.

3. What is a lease? - A lease is a legal contract between a tenant and a landlord. There are very few apartment owners in Halifax who don't require a formal written lease to be signed. But remember, a verbal lease is just as legally binding as a written lease.

4. Terms - The essential terms of the lease are:

- Identification of the lessor (landlord) and Lessee (tenant).
- Description of the premises to be leased (address).
- The commencement and duration dates of the term.
- The rent or other consideration to be paid.
- The length of notice to quit.

5. Notice to Quit - Perhaps the best advice that can be given is to make sure that his last essential is well understood. A tenant is responsible for the duration of the lease. He cannot expect to sign a year's lease and move out in a month. On the other hand, the landlord cannot give him a month's notice either. So get a grip on Section 7 of the Act.

6. Specific points from the Act

1. The landlord is responsible to provide the tenant with a copy or reproduction of the Act before he enters into any agreement. If he does not, the tenant may forthwith or on some future day within three months give notice to quit and the lease, upon delivery of the premises by null and void.

2. The landlord shall provide the tenant with a duplicate copy of the lease upon execution or the tenant shall not be obliged to pay any rent until he complies with the subsection.

3. The landlord is responsible to keep the premises in good state of repair and fit for habitation and must comply with any statutory enactments of law respecting standards of health, safety of housing.

4. The landlord is not held responsible to improve or repair the premises beyond the state or repair existing at the time the tenant first acquired possession of the premises.

5. The tenant is responsible for the ordinary cleanliness of the interior of the premises and for the repair of any damages caused by negligence on the part of the tenant or of any person whom the tenant permits on the premises.

6. No landlord or tenant can change the locking system except by mutual consent. In addition, every rented premise must have a proper locking system to be provided by the landlord.

7. The landlord cannot enter the premises except:

- During an emergency - such as a fire.
- To show the premises to prospective tenants.

This can be done only at a "reasonable hours" and after notice of termination of tenancy has been given.

- When he has given written notice in writing twenty-four hours before entry.

8. When a tenant request his landlord to make reasonable repairs to the premises, if the landlord refuses, the tenant may give written notice of his intention to make formal complaint (must be given five days in advance of the formal action) to the Residential Tenancies Board.

9. When a landlord intends to increase the rent payable he shall give notice in writing to the tenant and the amount of the increase, at least three months

in advance before his demands to increase the rent payable shall become effective. Unless a clause in the lease between landlord and tenant provides for increase on a predetermined basis.

10. Security deposits are sums of money the tenant may be required to give the landlord when the lease is signed. It covers damages or rent arrears and is not to exceed one-half of a month's rent. "Damage" is a pretty subjective term. The best thing is to include comprehensive detail of the condition of the premises in the lease. This ensures that the tenant will not be charged for any damages done before he moved in. Ordinary wear and tear does not fall into the category of damage. The security deposit must be returned to the tenant within ten days of the end of the tenancy agreement with a maximum of 6 per cent interest. If any undo damages have occurred to the premises, the landlord shall apply all or any portion of the deposit to the cost of reparation only with consent, in writing, of the tenant. If consent is not given, he may make a formal complaint under section 10 of the Act. The actual Act is an 11-page document and covers many other things not mentioned in this resume. If you are in doubt about your rights or obligations, get in touch with either the Residential Tenancies Board (429-4141) or Dal Legal Aid - 212172 Gottingen Street -423-7178-8.

DALHOUSIE UNIVERSITY

TRAFFIC AND PARKING REGULATIONS

(Effective 1 July 1973)

2. Policy

(a) The formulation of policy and the publication of regulations connected with traffic control and parking, are the responsibility of the Dalhousie University Parking Committee. This is a Presidential committee with representatives from faculty, staff and students.

(b) The objective of the committee is to provide a service to best meet the needs of the University community as a whole consistent with constraints imposed by cost, space and demand.

(c) The Traffic Manager and his staff are responsible for ensuring that the regulations established by the committee are enforced.

(d) Parking in University parking areas is a privilege and not a right and is restricted to vehicles bearing valid parking permits.

(e) The permit of an individual who persists in flouting regulations will be withdrawn by the Parking committee.

3. Permits - Eligibility & Acquisition

(a) A student or member of the staff must apply for a parking permit before parking his or her vehicle on the campus.

(b) To obtain a permit, an applicant must register and pay the required fee at the Traffic Office, Room 108, Physical Plant Building. The office is open from 8:00 a.m. to 5:00 p.m. Monday to Friday inclusive.

(c) To be eligible for registration and a parking permit:

(i) The vehicle must be insured against property damage and public liability.

(ii) The applicant must produce a valid driver's permit. (Non-residents may obtain a Nova Scotia driver's permit and licence plates at no charge in exchange for those of home province or state. (Apply at Traffic Office for details).

(d) Fees for permits from July 1 to June 30 are as follows:

- \$40.00 for general unassigned parking;
- \$90.00 for an assigned parking space;
- \$ 5.00 for a second car in the family on the understanding that both cars will never be brought into the parking areas at the same time;
- \$5.00 for summer school sessions;
- Seriously disabled students or staff may obtain permits at a reduced rate on application to the Chairman, Traffic Committee.

vi. If a vehicle is sold and replaced with another, a new permit will be issued without charge, on production of proof that the permit has been removed from the old vehicle and returned to the Traffic Office;

vii. A permit may be returned at any time for prorated rebate except that \$5.00 for administrative expenses will be deducted from any rebate, and no rebate will be made for the period 1 April to 30 June.

(e) The fee for a permit issued after 1st January will be reduced \$20.00.

(f) Motorcycles do not require permits unless the owners desire to use space which could be used for motor cars. Motor cycles without permits which obstruct motor car spaces will be treated as vehicles without valid permits (see 6 (a)).

4. Display of Parking Permits

The parking permit must be permanently affixed to the inside of the front windshield in front of the rear view mirror of the vehicle for which the permit is issued.

5. Reservations

(a) By issuing a permit, the University assumes no responsibility or liability for any loss by theft or damage to any vehicle on the Campus.

(b) The University does not undertake to issue permits to all applicants.

6. Offences and Penalties

(a) Vehicles without valid parking permits displayed in the designated place, will be ticketed by the city police currently the fine is \$5.75.)

(b) Parking by permit holders, contrary to the normal practices concerning access roads, exits, hydrants, lawns, NO PARKING areas, occupying an excessive amount of space, etc., will be brought to the attention of the offenders through a ticket from the Traffic Officer and the offence will be recorded.

(c) The maximum speed limit is 15 m.p.h. and in many areas and situations, it will be necessary to move at a much slower rate. It is a serious offence to operate a vehicle at an unsafe speed.

(d) Overnight parking and parking for periods of 24 hours or more is prohibited except where individuals have registered for and received permission from the Traffic Manager to do so. Such permission will be granted only when the owner undertakes to move his vehicle or makes arrangements to have this done when requested to do so by the Traffic Officer to facilitate snow removal or for other reasons.

(e) A vehicle parking in such a location that it could impede fire-fighting vehicles, snow removal vehicles or cause inconvenience to others will be ticketed and may be towed away at the owner's expense on the authority of the Traffic Officer.

(f) It's an offence to refuse to comply with the instructions from any official authorised to control traffic or parking.

(g) Permit holders are encouraged to assist the Traffic authorities by telephoning the identity and location of offending cars, particularly when their owners are flouting the regulations and causing hardships to those who have paid for the privilege of parking on the campus. (Telephone local 3344).

(h) The record of offences will be reviewed from time to time by the Parking Committee and where warranted the permits of offenders will be withdrawn.

7. Daily Parking Permits

(a) Any vehicles without a regular parking permit may be parked on campus by obtaining a daily permit either from the attendant at lot No. 2E or No. 5, or the traffic office. The fee for daily parking is 50 cents.

(b) Temporary or Special parking permits may be obtained from the Traffic Office for conference groups, salesmen, visitors, etc. or by regular permit holders using rented or loaned vehicles.

8. Redress

If a person thinks that he has suffered an injustice by enforcement of these regulations, he may complain to the University Parking Committee through the Traffic Office.

For information, please call local 3344.