



New Dawn Properties

TENANT HANDBOOK



PLEASE NOTE

This Handbook is not a contract nor is it intended to create contractual obligations for New Dawn Properties. New Dawn Properties reserves the right to deviate from the policies and procedures described in this handbook and to withdraw or change the policies and procedures described for any reason. Every effort will be made to notify tenants when an official change in policy or procedure has been made. Errors or omissions in this Handbook do not negate or change or in any way alter New Dawn Properties policies and procedures.

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Manager, New Dawn Properties



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WELCOME

On behalf of New Dawn Properties, I would like to welcome you to your new home - and to the New Dawn community. It is our aim to provide you with a safe and welcoming space that you can call home.

New Dawn Enterprises Ltd., incorporated in 1976, is the oldest Community Development Corporation in Canada. New Dawn is a private, non-profit volunteer-directed social enterprise dedicated to community building. We seek to identify community needs and to establish and operate ventures that speak to those needs.

In this handbook you will find all of the information you need to live comfortably and to keep your home in good repair, including sections on your rights and responsibilities as a tenant and our responsibilities as your landlord. We hope you will find this handbook helpful and encourage you to contact us if you have any questions.

Sincerely,

Keith Nicholson

Keith Nicholson

Manager, New Dawn Properties



RIGHTS & RESPONSIBILITIES

As a New Dawn Tenant: Your Responsibilities

- Paying your rent on time.
- Paying your utility bills, if these are not included in your rent.
- Keeping your home safe for all occupants and visitors.
- Ensuring your home is clean and free of damage.
- Helping keep common areas tidy and free of debris.
- Maintaining minimum temperature of 15 degrees in your unit at all times.
- Notifying New Dawn Properties of any damages caused to your home by yourself or your visitors.
- Complying with the terms of your lease and the Residential Tenancies Act (see Appendix D: A Guide to Residential Tenancies in Nova Scotia).
- Ensuring you and your guests don't disturb others or endanger the safety of others in the building or on a neighbouring property.
- Acquiring Tenant's Insurance (mandatory) to protect your personal property (See Pg. 12)
- Providing up-to-date contact information should it change.

As Your Landlord: Our Responsibilities

- Repairing your home within a reasonable time.
- When possible, providing at least 24 hours notice before entering your unit to do repairs.
- Ensuring your home is reasonably safe by having proper doors and locks.
- Ensuring your home is available on the day your tenancy is to begin.
- Investigating any complaints about a tenant disturbing other tenants or neighbours and trying to resolve the problem.
- Respecting your tenancy agreement, The Nova Scotia Residential Tenancies Act, and all New Dawn Properties policies.
- Providing rent receipts on request.

Privacy Policy

New Dawn is committed to maintaining confidentiality and respecting personal privacy.

When you apply to become a tenant with New Dawn Properties, we collect only the information needed to assess your future tenancy and use this information only for this purpose.

Your personal information will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose. We do not disclose your personal information to other organizations, public bodies or individuals except as authorized by legislation or through your consent.

Safe Space Policy

Discrimination in any form or any behaviour which makes people feel vulnerable or threatened will not be tolerated. This includes, but is not limited to, discrimination based on age, race, colour, religion, creed, ethnic, national, or Indigenous origin, sex, physical disability, mental disability, marital status, political belief, gender identity, and/or gender orientation, and/or gender expression.

If you are a victim of, or witness to an incidence of discrimination, harassment, or other behaviours that make you/others feel vulnerable or threatened, please report the incident to New Dawn staff. Violations of this policy will be dealt with on a case-by-case basis.

Violations of this policy may result in the termination of tenancy. Visitors who violate this policy will be asked to leave the property and may not be welcomed back on the property.

Safe Workplace Policy

New Dawn is committed to ensuring that its staff, management, and volunteers are able to enjoy a safe and respectful workplace, and place of volunteering. As such, New Dawn will not tolerate insults, harassment or violence directed towards its staff, management, or volunteers. Should insults, harassment or violence occur, New Dawn may pursue remedy through the criminal justice system. Violations of this policy may result in the termination of tenancy.

MOVING IN

Move-In Inspection

Your unit was inspected before you moved in, however you will be asked to complete a Move-In Inspection with a New Dawn Properties staff person so we can record any deficiencies we may have overlooked.

If you do not note any deficiencies on the Move-In Inspection Form, this indicates that the unit is in good condition and no repairs are needed.

Please inspect everything as soon as you move in, such as doors, ceilings, walls, windows, screens, etc. Check to make sure the light fixtures, plumbing fixtures, appliances, smoke alarms and all plugs are working.

When you move out, your Move-In Inspection will be used to assess the condition of the unit after your tenancy and determine if there are any damages, beyond normal wear and tear.

SAFETY TIPS

- Close and lock your apartment/unit and building doors at all time.
- If your building has a central entrance and intercom, do not let anyone follow you in when you enter.
- Ensure your guests use the intercom and do not buzz anyone in unless you know them.
- If you see suspicious criminal activity in or around your building, do not intervene. Call the police immediately.

Decorating and Alterations/Renovations

New Dawn Properties upgrades units and buildings as required. We plan ahead for this type of work and will let you know well in advance of any renovations planned for your building.

Do not carry out alterations or renovations to your unit. Alterations and renovations include painting, wallpapering, changing the flooring, installing a satellite dish or any other receiving equipment, and making structural changes.

PLEASE NOTE: When you move out there will be extra charges to you for the removal of fixtures, shelving and any furniture, appliances and garbage you have left behind.

Apartment Keys

You will be given a set of keys only when:

- Your lease has been signed by all tenants.
- You have provided verification of a Nova Scotia Power scheduled connection.
- You have paid both your first month's rent and your damage deposit.
- You have provided proof of Tenant's Insurance.

You may not change any of the locks in your home or add additional security devices. Please note that we have to charge a replacement fee if you lose any of the keys with which you were provided.

VEHICLES AND PARKING

Due to limited tenant and visitor parking we ask that you only park in your assigned parking space. All New Dawn tenants have been assigned one parking space (one parking space per lease/unit; not one parking space per person). Tenants are expected to abide by this assignment of spaces at all times.

- Most buildings have a limited number of visiting parking spaces. These are to be used for visitor parking only.
- Your vehicle must be roadworthy, in good repair, licensed with current plates and insured.
- In order to be assigned a parking space, your vehicle must be registered in your name or in the name of the leaseholder.
- Any damage to the pavement caused by oil or gas leaks will be repaired at the vehicle owner's expense.
- You are not permitted to repair or service your vehicle on site.
- All vehicles without current license plates, not registered with New Dawn, parked in a fire route or no parking area will be ticketed and towed and you will be invoiced for this expense.
- Only your vehicle can be parked in your designated spot. Visitors can park in designated Visitor Parking spaces where provided.



YOUR RENT

Your rent is due on or before the 1st of every month.

The method of payment for your rent is preauthorized debit. A void cheque is required to set up your preauthorized debit.

In Nova Scotia, landlords are permitted to charge a late fee on late payments of rent. New Dawn Enterprises will charge a late fee in cases where rents are consistently late.

An additional charge of \$50 will be applied to all returned cheques/insufficient fund notices.

YOUR NEW HOME

Pets

No pets are permitted in New Dawn buildings or residences without written consent from the landlord. This policy applies to both new and existing tenants. Tenants who require service dogs can acquire exemption to this policy upon provision to the landlord of official documentation outlining the personal assistance role of their animal.

Garbage, Recycling and Composting

The CBRM requires that you separate food waste/compost and recyclable materials from your household garbage. Household garbage can be disposed of in a clear plastic bag only.

Please refer to and abide by the CBRM household waste policies. For the CBRM Waste Separation Guide please visit:

www.cbrm.ns.ca/solidwaste

If your building uses collection bins/ dumpsters:

- It is important to securely tie your garbage bags and place them in appropriate bins.
- Trash must never be left on the ground beside the bins.
- Small children may have difficulty getting the garbage in the large bins so it is up to the adults to ensure that it goes inside the bin.

If your building does NOT use collection bins/ dumpsters:

- You can place your garbage, compost and recycling at the street/curb ONLY on your scheduled pick-up day. Garbage placed out prior to this attracts animals.
- CBRM garbage and green bins (compost) are collected weekly. Recycling is collected bi-weekly. Information on collections and the collection schedule can be found here:

www.cbrm.ns.ca/blue-bag-collection

Hazardous Waste

Arranging for the disposal of hazardous waste, such as needles, paint, paint thinner, electronics and batteries is your responsibility.

PLEASE NOTE: Needles must be disposed of properly for safety reasons. For information on how to properly and safely dispose of needles, contact your local pharmacy or RRFB (Resource Recovery Fund Board) Nova Scotia:

1-877-313-7732

- Do not leave garbage bags in hallways.
- If you do have an accident, be considerate and clean it up.
- Be careful carrying garbage through the hallway so that liquids do not drip on the floor.
- If you have furniture or other large items to be discarded, you are responsible for taking these to the municipal landfill or make private arrangements for disposal.

Postings in Common Areas

You cannot affix, display, erect or install posters, signs, pictures, notices, flags, statues, or any other physical materials in building common spaces, including but not limited to lawns/grounds, driveways and parking lots, steps, porches, entryways, building entrance/exit doors, and/or any other part of a New Dawn property that is not your rental unit, without the prior written consent of the landlord.

Electronics Recycling

EPRA stands for Electronic Products Recycling Association. EPRA is a not-for-profit, industry-led organization that oversees a government-approved electronic products recycling program for all residents and business in Nova Scotia. For more information or to find an electronics drop-off centre near you:

1-877-462-8907

info@recycleMYelectronks.ca

Appliances

You are responsible for the care and condition of appliances in your home. Please use appropriate oven-cleaners on your oven. Use a mild soapy solution to clean the surfaces of all appliances. Use a gentle, non-abrasive cleaner on bathtubs, sinks and toilets. Abrasive cleaners will damage the surfaces of your appliances and fixtures, making them harder to keep clean.

Mold in Your Home

Mold can be a health issue for you and your family and it can also cause damage to your home.

How to Check for Mold in your Home:

SMELL - Mold generally has a musty, damp smell that is unpleasant and reduces the air quality.

VISIBLE GROWTH - Mold and mildew can grow in a variety of patterns and colors. The most common are black, grey-brown, grey-green, orange or purple. Black mold is generally a greenish black with a slimy appearance.

PHYSICAL SYMPTOMS - Some people are allergic to mold. If you have an increase in allergy symptoms or are having headaches or feeling dizzy when you're at home for an extended period, you may have mold in your home.

Mold is most likely to be found in:

- Kitchens and bathrooms where exhaust fans don't work properly.
- Around leaking taps, pipes or toilets.
- Anywhere there is excess moisture created on a regular basis, for example in the kitchen or bathroom or near a water leak.

ELIMINATING MOLD

- Mold patches that cover less than two or three square feet (0.5-1 metre) are considered small, so you can usually clean the mold yourself.
- Always wear rubber gloves, safety glasses, a dust mask and a long-sleeved shirt when working around mold.
- If you find mold on a washable surface, scrub the area with soapy water, rinse with a clean damp cloth and then dry quickly.
- Clean moldy drywall with a damp cloth and baking soda or detergent. Do not allow the drywall to get too wet.

Preventing Mold in your Home

- Keep your home well-ventilated and use the exhaust fans around the stove and in the bathroom.
- Run the bathroom fan while you shower and for 30 minutes afterward.
- Keep shower times as short as possible.
- Remove any stored items you no longer use. Fabrics, paper, wood and other materials collect dust and hold moisture which can cause mold.
- Have family and guests remove their shoes when entering your home.
- Vacuum often. If possible, use a high-efficiency particulate air filter to remove dust.
- Clean hardwood floors with a damp mop.
- Remove unnecessary, dust-collecting furniture.
- Avoid bringing in any furniture previously stored in a moldy place.
- Reduce the number of house plants you have and inspect the soil in the pots to make sure there is no mold on the surface.
- Keep furniture, boxes and clothing at least two inches away from exterior walls to ensure adequate air movement.
- Keep all surfaces clean and dry. Wipe up any standing water on the floor and around the bathroom sink/vanity.
- Condensation/wetness on windows is a major source of mold growth. Check windows often and wipe up condensation as soon as it is noticed.
- Keep drains in good working condition by removing debris from them. To clean a drain: pour a handful of baking soda into it, add a cup of vinegar, plug the drain, let the mixture sit for 20 minutes, run fresh water.
- If you have a fan over your stove that vents outside, use it when you cook or open the window slightly.
- Avoid boiling liquids for long periods of time.
- Pull the refrigerator out to clean the drip pan at the back. At the same time, vacuum dust from the coils at the back of the refrigerator.
- Check for leaks under sinks.
- Where an outdoor bin is available, remove garbage daily to prevent odours and spoiling.
- Remove any unused items in closets and bedrooms. Don't over-fill closets.
- Dispose of wet, badly damaged or musty smelling clothes, paper and furniture. Keep only washable items.
- Avoid hanging wet laundry indoors.
- Avoid hanging wet clothing (i.e. from outdoor use, such as coats, hats, gloves) in closets. Allow clothing to dry fully before placing it in a closet.

NOTE: It costs less to heat dry air than wet air, so keeping a window slightly open or the fan running will result in lower heating bills.

Pest Control

Unfortunately, pests can become a problem in any household. To help control pests, make sure food is stored in airtight containers and that garbage is stored in sealed containers and put out on regular garbage days.

Please contact New Dawn Properties to report pest infestations as soon as they are noticed. Common pests include mice, ants (more than ten), wasps/hornets, and bed bugs.

Outside Space/Yards

You are responsible for keeping your outside areas neat, clean and orderly. Please do not use yards, balconies or front porches as storage areas. Trampolines are not allowed anywhere on New Dawn properties. Swimming pools (wading pools, etc.) are restricted to concrete patio areas (i.e., not allowed on grass).

New Dawn Properties will cut your lawn but it is your responsibility to keep your lawn clear. New Dawn Properties will not mow your lawn if items/debris are scattered on the grass.

Flowers and plants add to the beauty of your home. We encourage you to use planters and pots to show off your green thumb. Containers are a great way of enjoying your summer plants. Please remember that carving out sod in yards to plant a new garden or flower bed is not permitted. Please note: Residents of Pine Tree Park Land Lease Community are responsible for their own lawn care/mowing.

Snow Removal

New Dawn Properties is responsible for the clearing of snow and ice from central parking lots, central walkways and central sidewalks within the property. Snow removal personnel will begin snow clearing as soon as the snow stops falling. Please keep in mind that these personnel are responsible for snow clearing at a number of New Dawn rental properties and will get to your property as soon as possible.

Do not expect the snow contractors to begin clearing the snow until the snow stops falling. Be prepared to deal with the snow yourself or make alternate arrangements to get to work, school or appointments.

Snow removal personnel are not responsible for the snow and ice between cars. Please be cautious and apply salt/sand in these areas.

Please watch/listen for plows. Moving your car prior to the arrival of the plow will ensure a cleaner parking lot and less build-up of snow in between and around cars. Plows/snow removal staff are not able to return once they've done their initial clearing work.

Remember to take extra care when traveling to and from your home throughout the winter season as black ice is not always visible.

New Dawn does not remove snow from public sidewalks or roads. If you have a concern about snow on sidewalks or roads, contact CBRM Engineering and Public Works: **902-563-5180**

No Smoking Policy

As of February 1, 2012 all New Dawn properties and buildings are non-smoking. This policy applies to all residences as well as all common spaces in buildings including hallways, lobbies, and entrances.

As of February 1, 2012 smoking is also prohibited within 25 feet of all doors/entrances and windows of all buildings. Tenants wishing to smoke outside must be at least 25 feet away from the building. Tenants who chose to smoke in this manner are asked to ensure that they properly dispose of their cigarettes/packaging.

While smoking is detrimental to health in general, second-hand smoke is particularly harmful to children, the elderly and those with pre-existing respiratory conditions.

Tenants will be fully responsible for all costs associated with any new evidence of smoking in units including nicotine stains, ash residue and burn marks.

Cannabis Policy

The above “No Smoking Policy” applies equally to cannabis.

You are not permitted to grow or cultivate cannabis plants inside of, or on the grounds of, any New Dawn rental property, unless you have a medical certificate for doing so and written permission from New Dawn.

Noise and Disturbances

You and your neighbours are entitled to privacy and the quiet enjoyment of your homes. Please ensure that you, your household members and guests live in a manner that does not have a negative effect on your neighbours. Please note that excessive noise and disturbances may lead to action against your tenancy.

Holiday Decorations

Holiday decorations are permitted on the exterior of New Dawn Properties rental units during regular holidays and cultural celebrations (e.g., Christmas, Diwali, Hanukkah, Kwanzaa, Chinese New Year, Ramadan, etc).

Decorations may be put up no sooner than 15 days prior to the calendar start-date of the celebration.

Tenants are required to remove all decorations no later than 15 days after the calendar end-date of the celebration.

Tenant's Insurance (Mandatory)

New Dawn Properties insures its buildings; however, this insurance does not cover your personal property. If there is a flood (water or sewer) or fire in your unit, you need to have your own insurance to cover any damages to your personal property. If your neighbour has a fire or flood in their unit and the damages impact your personal property, having personal property insurance is vital to cover any losses that you might incur.

In addition, you will be held responsible for damages that are found to be caused by you or your guest(s) as a result of negligence on your part. Therefore, Tenant's Insurance is **mandatory** for all New Dawn Properties tenants. See Pg. 21 for a list of local providers and their phone numbers.

SAFETY & SECURITY

Protect Yourself and Your Home

Do not remove window screens as it makes unwanted entry easier.

Always keep hallways clear of items such as scooters, wheelchairs, walkers, boot trays, baby strollers and doormats. This will help emergency workers and maintenance staff and will make for an easier and safer exit in the case of an emergency.

If you plan to be away from your home for an extended period of time, notify New Dawn Properties, the post office, newspaper office and all other routine delivery people. Be sure to close and lock all of your doors and windows before you leave.

Make sure you know at least two ways out of the building in case one escape route is blocked by fire. Plan these escape routes with your household members and practice them regularly so everyone knows how to exit the building safely and where to meet/wait after exiting.

Keep an emergency supply kit with a minimum five-day supply of water, food (especially foods that do not require cooking such as energy bars and crackers) and clothing. Also include a first aid kit, flashlight, extra batteries, a portable battery-operated radio and any required medications.

Smoke Detectors/Alarms

The Nova Scotia Fire Safety Act requires that every place of residence have smoke alarms installed and kept in good working condition. Smoke alarms are very important for your safety and the safety of your neighbours as they provide early warning of fire.

Your residence has been provided with a smoke alarm that is battery operated or permanently connected to an electrical circuit.

It is recommended that you test and gently vacuum around your smoke detector regularly.

If you suspect that your smoke alarm is not working properly, please contact New Dawn Properties immediately.

Following an electrical storm, you should check your smoke detector to see if the indicator light is on.

The Nova Scotia Fire Safety Act specifies that “no person shall intentionally disable a smoke alarm so as to make it inoperable.” A tenant or any other person who intentionally disables a smoke alarm is guilty of a provincial offence and may be subject to a fine.

For your protection, you are encouraged to take part in ensuring the smoke alarms in your residence and building are operational and to co-operate with the landlord in carrying out the necessary testing and maintenance. This includes:

- Notifying the landlord if the “power on” indicator goes out (on electrically-wired smoke alarms) and arrange for appropriate repairs.
- Notify the landlord if the smoke alarm is damaged and make arrangements for the repair and replacement of the unit.
- Notify the landlord of any electrical problems that may affect the operability of electrically-wired smoke alarms.



smoke alarm or any other fire safety matters in your building.

WHAT TO DO IF YOU DISCOVER A FIRE



IN YOUR APARTMENT:

- Immediately, get everyone out. Stay low to the ground as you leave and close the door of the room where the fire is located.
- Pull the fire alarm on your floor to let others know there is a fire.
- Go down the nearest stairway. Never use the elevator.
- Exit the building and call 911.
- Once you have left the building, stay out of the way of firefighters.
- Tell the fire department/fighters if you know of anyone trapped in the building.
- Go to the predetermined meeting place in your family's fire safety plan.



IN YOUR BUILDING:

- When you hear the fire alarm, check the corridor for smoke and fire. If your corridor is smoke-free, use the nearest exit.
- If the corridor is blocked, shut your door and stay in your suite.
- Call 911 to report that you are in the building and give your apartment number.
- Keep your door closed and put wet towels around your door to keep out smoke. Turn off your air conditioner and fill the bathtub with water.
- If the front door is hot, wet it down with wet towels. Open the window a few inches unless there is smoke coming from below.
- Don't panic. In a fire-resistant building, you are safer in your suite with the door closed than attempting to escape through fire and smoke.

WHAT TO DO IF A COOKING FIRE STARTS

- If a pot or pan catches fire, carefully slide a lid over the pot or pan and turn off the stove. Leave the lid on until the pot or pan is completely cool.
- If there is a fire in the oven or microwave, keep the door shut.
- Never throw water on a grease fire. Water will cause grease fires to spread. Use baking soda.

Fire Prevention

Electrical

- Never overload electrical circuits.
- Ensure all extension cords and electrical devices are in good condition. Check regularly for loose connections and frayed or exposed wire and discard defective cords.
- Insert plugs fully into outlets. Poor contact may cause overheating or electrical shock.
- To avoid overheating, do not coil or bunch an extension cord while in use.
- Never use extension cords under carpets or rugs, across doorways or any place where they will be stepped on or rubbed.
- Make sure you follow the recommended wattage noted on your light fixtures. Do not use bulbs that exceed the amount.

Heating

- Keep clothing, boxes, bags, papers and other flammable materials away from furnaces, baseboard heaters, and space heaters.
- Keep space heaters away from walls.
- Space heaters must have an overheat sensor and an automatic tip switch-off.

Candles

- Place all candles in sturdy holders that won't burn or allow wax to drip onto tables, floors or rugs.
- Extinguish all candles before you leave the room.
- Keep a careful eye on children and pets when candles are lit.

Kitchens

- Keep a portable fire extinguisher in the kitchen (min. 10 lbs).
- Be careful that grease doesn't splatter or spill when cooking.
- Do not use tin foil or any other metal substance in the microwave.
- Wipe appliances and surfaces after cooking to prevent grease buildup.
- Stay in the kitchen when cooking. Do not leave the room unless absolutely necessary.
- Never leave your home while food is on the stove, in the oven or microwave.
- Turn pot handles towards the centre of the stove.
- Never wear loose clothing while cooking.
- Keep the stove and surrounding area clear. Dish towels, pot holders, curtains and aprons can catch fire easily, so keep them away from the stove at all times.
- Always heat oil slowly over moderate heat.
- Turn off all stove and oven elements and unplug small appliances when not in use.
- Keep all heat-producing appliances away from the wall and away from anything that might burn.

Barbeques (BBQ)

- BBQs that use a solid fuel such as wood or charcoal briquettes are not allowed.
- BBQs that use electricity, propane or natural gas as a fuel source are allowed.
- All BBQs must be a minimum of 3 feet from any building, wall, or fence. If you cannot place your BBQ at least three feet from any building, wall, or fence and operate it safely, you cannot use a BBQ on your property. You will be responsible for any damage your BBQ causes to the grounds and building.

You are responsible for your BBQ and must ensure it is:

- Operated only outdoors in a well-ventilated area.
- Not operated within an enclosed area or near combustible materials.
- Used under constant adult supervision.

The propane tank used for your BBQ must:

- Be CSA approved.
- Be kept upright at all times.
- Not be stored indoors.
- Not be stored within two metres (6.5 feet) of a portable BBQ when not attached to the BBQ.
- Not be more than 20 pounds when attached to the BBQ.
- Not have a valve closer than 3 feet from any door or window that is lower than the valve.
- Be equipped with a quick connect coupling valve (Q.C.C.V) and an overfill protection device (O.P.D.).

Around children and pets

- Keep children and pets away from fires, candles, stoves, fireplaces and flammable materials.
- Do not store cookies, cereal, or other treats for small children near the stove.
- Keep young children at least one metre (three

feet) away from the stove while older family members are cooking.

- Older children should cook only with permission and under the supervision of a grown-up.
- Cover unused wall outlets with safety caps.
- Keep matches and lighters out of children's reach, preferably in a locked cabinet. Use only child resistant lighters.

Call New Dawn Properties to report:

- Suspicious people or activities that have the potential to start a fire.
- Any build-up of garbage or other materials that could be a fire hazard.
- Any shrubs, snow or other materials that may be blocking fire safety equipment.
- Baseboard heaters, thermostats or furnaces that aren't working.
- Faulty wiring or broken cover plates.
- A broken smoke detector

MAINTENANCE & REPAIRS

Periodic Home Inspections

New Dawn Properties staff may periodically inspect your unit. Typically, this is done once every other year. This inspection helps us check on the operating condition of appliances, heating, plumbing, safety devices, smoke alarms and the general condition of your unit.

Rather than waiting for your unit inspection for repair work to be noted, we ask that you report any maintenance problems as soon as possible. Your assistance in early detection of maintenance problems is greatly appreciated.

All New Dawn Properties tenants are given 24-hours notice of entry prior to the commencement of any work or inspection with the exception of cases of emergency.

Maintenance Emergencies

The following are examples of maintenance emergencies:

- There is no heat, electricity, or water in your unit.
- There is a water leak or flood in your unit or there is a water leak in your unit coming from another unit within the complex.
- Your toilet is plugged and you only have one washroom.
- An accident or act of vandalism has rendered your home unsafe.

If you have an emergency during normal working hours, please contact New Dawn Properties. For after-hour emergencies contact (902) 539-9560 EXT.1 and state what type of emergency you are experiencing.

Remember that in the event of a maintenance emergency that can potentially cause substantial damage to the building or unit(s), staff are not required to provide 24-hour notice before entering your home.

Non-Emergency Repairs

For repairs to your unit that are not considered an emergency, contact New Dawn Properties at (902) 539-9560 EXT 253 or complete and submit via e-mail the Repair Request Form found at:

<http://properties.newdawn.ca>

With this form you can create a detailed report of the need for the repair and the date your request was submitted.

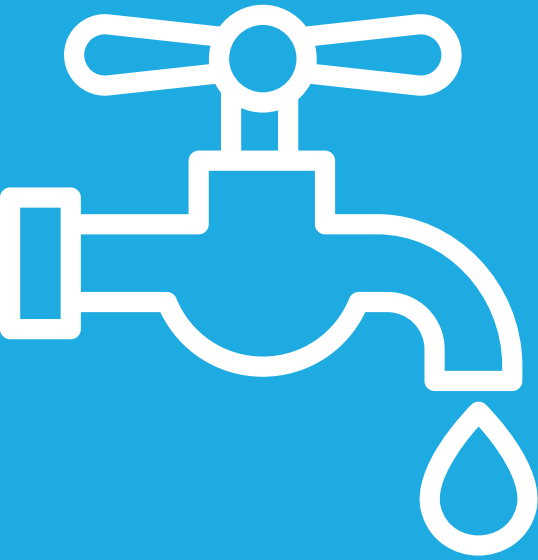
When you call with a maintenance/repair request or complete the Repair Request Form, you are giving us permission to either enter your home to perform the repairs when you are not at home. If you prefer, you can have someone at your home when we arrive. Contractors and New Dawn Properties staff begin work at 8AM. Please be prepared for maintenance to begin work repairs at this time.

Your maintenance request will be acknowledged within 48 hours and most repairs will be completed within 14 days. If the repairs take longer or cannot be completed for some reason, staff will advise you of this

ENERGY CONSERVATION

Energy conservation is a joint responsibility between you and New Dawn. Remember, you are directly affected by the rising cost of utilities, whether you pay for them yourself or through your rent. You can help conserve and reduce your utility bills!

- Keep your home temperature consistent at 20 degrees Celsius. If you continually play with the thermostat, adjusting it up and down, your utility bills will increase substantially. Consider wearing slippers and an extra sweater on those cold evenings. Children learn from your example and will be interested in how the family can save dollars for other family activities.
- Turn off lights when leaving a room. Turn off home computers and televisions when not in use. Unplugging your electrical appliances from the outlet will save you tremendously on your kilowatt consumption - a computer or television that remains plugged into an outlet but is turned off, continues to draw electricity.
- Close your blinds or curtains during the hottest part of the day in the summer.



Water Conservation at Home

- Take a shower instead of a bath.
- Keep a container of drinking water in the refrigerator instead of running the tap until it gets cold.
- When washing fruits or vegetables, plug the sink drain or use a small pan of water rather than running the tap.
- Put a lid on your pot! You use less water and energy by placing a lid over your cooking vegetables, water or soup. Save water from cooked vegetables to give your plants a good drink!
- When washing dishes by hand, don't wash or rinse with running water. Use a tub or plug the sink.
- For heavy cleaning of grills or oven parts, pre-soak overnight.
- For household cleaning, use a pail or basin instead of running water. Use a sponge mop instead of a string mop - you'll be amazed at the results.
- Know what you are looking for in the refrigerator before opening the door.
- Preheat the oven only for baking. Peeking in your oven loses you 15 to 30 degrees each time. Cook whole meals in the oven at one time.

MAINTENANCE REMINDERS

- The rubber door stripping around your refrigerator must be kept clean in order to prevent sticking and ensure proper adhesion.
- Pull your refrigerator out and vacuum the back of it often. This will ensure it is working efficiently.
- Tin foil should not be used on burners to catch drips. Tin foil tends to short out the burner.
- Never pour grease or oil down the sink or toilet. It forms hard masses and clogs the drain.
- Never put kitty litter and sanitary products down toilets as these products will plug the toilet.

If a contractor must be called to unplug the toilet or drain, and New Dawn Properties is advised it has been caused by something you or your family inappropriately put into the system, you will be charged accordingly for the service call.

Placing things in front of or on top of baseboard heaters and vents can be a fire hazard and can also stop the heating system from working properly. We therefore ask you keep all flammable materials away from heating sources. Do not hang clothes to dry on or near your heater or heating vents and avoid placing furniture and blankets close to heaters.

MOVING OUT

Notice to Quit

The Residential Tenancies Act states that if you want to move out, you must give at least 90 days notice for a year-to-year lease and at least 30 days notice for a month-to-month lease.

This notice must be in writing and received in the main New Dawn office no later than the last day of the month. For example, if you want to move out on August 31st, you must provide your written notice no later than May 31st if you are on a year-to-year lease; and no later than July 31st if you are on a month-to-month lease. Your written notice or completed Notice to Quit form is to be submitted by mail or in-person to New Dawn's main office at 37 Nepean Street or by e-mail to newdawn@newdawn.ca.

You can download a Notice to Quit template from <http://properties.newdawn.ca>. It is very important to include your new/forwarding address when you provide your Notice to Quit. In most cases, this is the address to which your Damage Deposit will be sent.

Move-Out Inspection

Upon receipt of your notice to vacate, New Dawn Properties will arrange a Move-Out inspection.

Make sure you clean your unit and return it to the same condition it was in when you took possession. Remove all personal property from the unit. Your Move-In Inspection will be used to assess the condition of the unit following your tenancy and determine if there are any damages.

Remember to contact all utility companies (where applicable) to notify them of your move-out date, so they can prepare the final bills.

You must return your keys the day you move or by the next business day.

Damages

You will be required to pay for any damages beyond regular wear and tear.

Damage Deposit

Your Damage Deposit (less the costs of any damages/ repairs) will be returned to you following your Move Out Inspection and the return of your keys.

We require a new/forwarding address in order to provide you with your Damage Deposit.

Your Feedback

Thank you for reading this handbook!

We want your stay in your home to be a positive experience and we encourage you to contact us if you have any questions.

We also welcome your suggestions as we work to continuously improve this Tenant Handbook.

To provide your feedback, please contact:

(902) 539-9560
newdawn@newdawn.ca



IMPORTANT CONTACT NUMBERS

ALWAYS CALL

911

FOR AN AMBULANCE
OR FIRE/POLICE
SERVICES

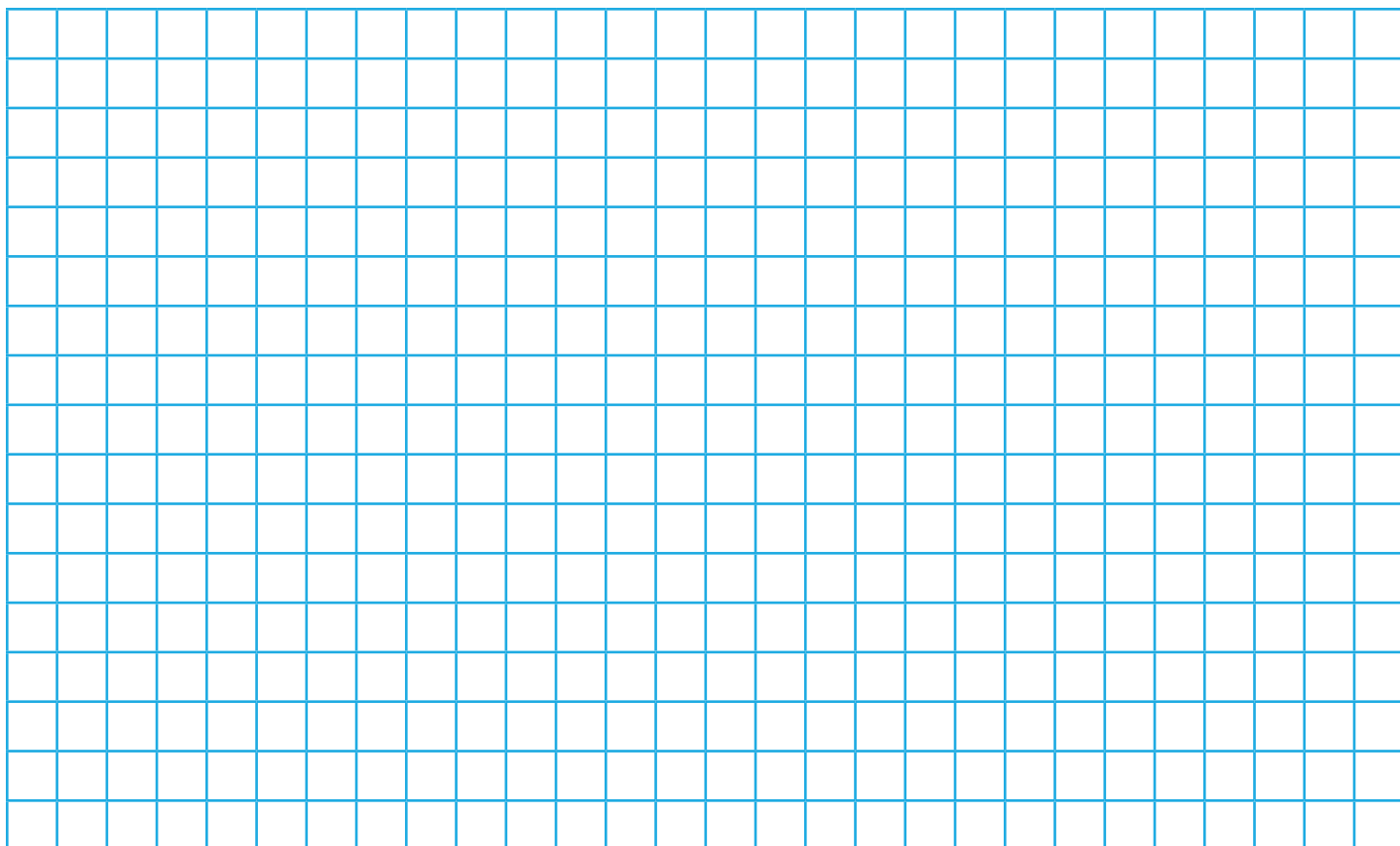
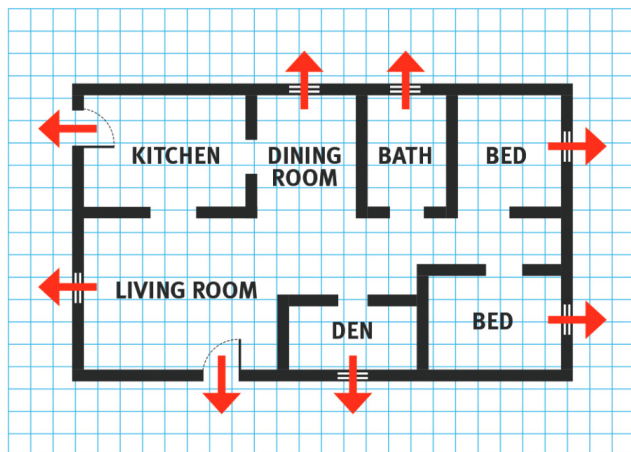
New Dawn	Main Office	902-539-9560
	Rental Properties	902-539-9560 ext 253
	Email	newdawn@newdawn.ca
Repairs After Hours	Regular Maintenance Repairs	902-539-9560 ext 253
	Emergency Repairs	902-539-9560 Ext 1
Call this number for emergencies after regular hours or on holidays/weekends, if;		
<ul style="list-style-type: none">• There is no heat, electricity or water in your home• Your toilet is plugged and you have only one washroom• There is a water leak or flood in your home• An accident/act of vandalism has rendered your home unsafe		
Community	CBRM Solid Waste	902-567-1337
	CBRM Water and Snow Removal	902-563-5180
	CBRM Transit	902-539-8124
	Nova Scotia Power	1-800-428-6230
	Family and Children's Services	902-539-6868
	Mental Health Emergency Crisis	902-567-7767
	Mental Health Clinic	902-567-7730
	District Health Authority	902-567-8000
	Regional Library	902-562-3161
	Eastlink	1-888-345-1111
	Bell Aliant	1-888-214-7896
	Seaside Communications	902-539-6250
	Frank Rudderham YMCA	902-562-9622
	Police (General Enquiries)	902-563-5151
Tenant's Insurance Providers	AAA Munro Insurance	902-539-5222
	Bluenose Insurance	902-562-1988
	The Cooperators	902-539-5706
	MacLeod Lorway	902-270-3491
	Archway Insurance	902-539-7001
	Salter Ratchford Insurance	902-562-2578
	A P Reid Insurance	902-563-9876

APPENDIX A

Your Fire Escape Plan

If you live in a building that does not already have a fire escape plan posted, use the grid below to draw a fire escape plan for your home (as per the example provided) and post it in a visible location in your unit. Note where the walls, windows and doors are and indicate all possible escape routes.

You should also indicate a meeting place outside near a tree or other landmark. When your plan is complete, practice it with every member of the household.



APPENDIX B

Guide to Residential Tenancies

This Guide is an easy-to-use reference for landlords and tenants. It covers more than 60 common questions about renting residential property. Some deal with the rights and responsibilities of a landlord, and others with the rights and responsibilities of the person who is renting the property.

While most common questions are covered in this guide, questions on specific issues may not be addressed here. For specific reference to any issue, refer to the Residential Tenancies Act, available at:

<https://nslegislature.ca/sites/default/files/legc/statutes/residential%20tenancies.pdf>
(902)-424-5200 or toll-free 1-800-670-4357

On the next page, we have included a chart for tenants to use when comparing available rental units.

Do Your Homework: Before Signing a Lease

LANDLORDS:

You are responsible to provide habitable premises to all tenants and to ensure their quiet enjoyment of them. Before signing a lease with a new tenant ask yourself:

- Is the unit in good repair?
- Does the tenant's income support the rent?
- Do the tenant's references support the application?
- Have I told the tenant about any and all rules for the premises?
- Am I willing to do repairs that the tenant wants?

TENANTS:

You are responsible to care for the rented premises and to pay rent. When you look at an available unit, ask yourself these questions:

- Do I want to live here?
- Can I park my car/motorcycle/bicycle?
- Can I afford the rent and any other associated costs (electricity, parking, etc.)?
- What services and utilities are included in the rent?
- How much will services and utilities cost if they are not included in the rent?
- Must I sign a lease? Yearly I Monthly I Weekly I Fixed Term
- Can I have a pet?
- Must I pay a security deposit?
- Who do I contact if there are problems? Does the unit satisfy my needs?
- Are there waste management facilities?

Comparison of Available Units

Use this table to calculate the cost of alternative units that may be available to you. Use actual information where possible. Be realistic in your estimates.

LOCATION:			
RENT:			
ELECTRICITY:			
HEAT:			
WATER:			
HOT WATER:			
CABLE TV:			
TELEPHONE:			
PARKING:			
WASHER:			
DRYER:			
OTHER:			
TOTAL			
LEASE YES/NO			
SECURITY YES/NO			
DEPOSIT YES/NO			

The Residential Tenancies Act

1. WHAT IS THE RESIDENTIAL TENANCIES ACT?

The Residential Tenancies Act is legislation which outlines the rights and responsibilities of landlords and tenants of residential premises in Nova Scotia. It provides for an efficient and cost-effective means of settling disputes that may arise between landlords and tenants.

2. DOES THE ACT APPLY TO ALL RESIDENTIAL RENTAL UNITS?

Facilities such as jails, university dormitories, homes for special care and licensed hotels and motels are exempt. All other premises come under the Act.

3. HOW DO I GET A COPY OF THE RESIDENTIAL TENANCIES ACT?

Copies of the Act are available free of charge at Service Nova Scotia and Municipal Relations locations throughout the Province. Landlords must give tenants a copy within 10 days of accepting them as tenants.

The Act is also available at: <https://nslegislature.ca/sites/default/files/legc/statutes/residential%20tenancies.pdf>

4. CAN A LANDLORD CONVERT EXISTING RENTAL PROPERTY TO CONDOMINIUMS?

Yes. The landlord must give the tenant three months notice of the conversion and offer a 12-month extension of the tenancy. More information is available under the Rental Property Conversion Act.

The Act is online at: <https://beta.novascotia.ca/sites/default/files/documents/1-215/rental-property-conversion-policy-26-residential-tenancies-en.pdf>

Agreement/ Lease

5. WHAT IS A LEASE?

A lease is a written or oral contract between a landlord and a tenant setting out the tenancy agreement for the renting of residential premises.

6. IS THERE A STANDARD FORM OF LEASE FOR A TENANCY AGREEMENT?

Yes. The standard form of lease applies to all written and oral tenancies. It can be purchased from any Service Centre for \$1 per duplicate copy or downloaded, free of charge, at: <https://beta.novascotia.ca/sites/default/files/documents/4-439/form-p-standard-form-lease-en.pdf>

7. SHOULD A TENANT HAVE A SIGNED COPY OF THE LEASE AND A COPY OF THE RESIDENTIAL TENANCIES ACT?

Yes. Both must be provided by the landlord within 10 days of signing the lease. Or, if there is no written lease, within 10 days of accepting the person as a tenant.

8. IS THE LANDLORD REQUIRED TO PROVIDE TO THE TENANT, IN WRITING, HIS/HER NAME AND ADDRESS?

Yes. The landlord must provide either his/her own name and address or the name and telephone number of the person(s) responsible for the premises.

9. IS THE TENANT REQUIRED TO PROVIDE THE LANDLORD WITH THE NAMES OF OTHER PEOPLE WHO ARE GOING TO LIVE IN THE PREMISES?

Yes. The landlord must approve every occupant of the premises and their names must be included on the lease.

Tenancy Guide

10. CAN A LANDLORD MAKE RULES FOR THE PREMISES?

Yes. The rules must be reasonable and applied equally to all tenants. They must be given to a tenant before the lease is signed.

11. WHEN DOES A TENANCY BEGIN AND END?

It begins with the signing of a lease or, in the case of an oral tenancy, on the agreed date (usually the date that the first regular rent payment becomes due). It ends when the tenancy has been terminated by proper notice by either the tenant or landlord.

12. WHAT IS AN ANNIVERSARY DATE?

It is the yearly anniversary of the date the tenancy began.

13. CAN A LANDLORD ASK FOR POST-DATED CHEQUES?

Yes.

14. WHAT IS A FIXED-TERM LEASE?

A fixed-term lease is for a specific period of time and ends on the date in the lease. Neither the landlord nor the tenant is required to give written notice to end the tenancy on that date.

15. DOES THE TENANCY AGREEMENT CONTINUE IF THE OWNER OF THE LEASED PREMISES SELLS IT TO A NEW OWNER?

Yes.

Notice To Quit And Proper Notice

16. WHAT IS A PROPER OR LEGAL WAY FOR A TENANT TO TELL A LANDLORD THAT THEY WANT TO MOVE?

A proper notice to quit is a written notice which must contain:

- a. A description/address of the residential premises;
- b. The day on which the tenancy is to terminate;
- c. The signature of the person giving the notice - either the tenant or the landlord - or the person's agent.

17. HOW MUCH NOTICE MUST BE GIVEN TO TERMINATE A TENANCY?

If a tenant has lived in the premises for 5 or more years, they are considered to have security of tenure and the landlord must apply to the Director for permission to terminate the tenancy.

TYPE OF TENANCY	BY THE LANDLORD	BY THE TENANT
Yearly	3 months prior to anniversary date	3 months prior to anniversary date
Monthly	3 months	1 month
Weekly	4 weeks	1 week
Mobile Home Lot	6 months	1 month

If a tenant has occupied a mobile home park lot for 1 year or more, they are considered to have security of tenure and the landlord must apply to the Director for permission to terminate the tenancy.

If a tenant in a year-to-year lease becomes ill or disabled to the point where his/her income is significantly less, or the condition makes it difficult or unsafe for the tenant to live in the premises, the tenant may give a 1-month notice supported by a Medical Certificate to terminate the tenancy. A sample medical certificate is available from Service Nova Scotia offices and on the Service Nova Scotia website.

18. HOW MUCH NOTICE IS REQUIRED IF THE TENANT FAILS TO PAY RENT?

If a tenant in a yearly or monthly lease is 30 days in arrears of any part of the rent, the landlord may give a 15-day notice to quit.

If a weekly tenant is 7 days in arrears of any part of the rent, the landlord may give a 7-day notice to quit.

19. CAN A LANDLORD GIVE A SHORT NOTICE FOR ANY OTHER REASON?

Yes. If the tenant poses a risk to the safety or security of the landlord or other tenants, the landlord may give a 5-day notice to quit.

20. CAN A TENANT REFUSE TO PAY RENT IF THE LANDLORD FAILS TO REPAIR SOMETHING?

No. The tenant should request the repair in writing and, if not satisfied, file an application to the Director of Residential Tenancies requesting help in settling the dispute.

21. DO ALL NOTICES TO QUIT HAVE TO BE IN WRITING?

Yes.

22. HOW SHOULD A NOTICE TO QUIT BE GIVEN TO THE LANDLORD OR TENANT?

The tenant or landlord must serve the notice to quit to the other party either in person, by registered/certified mail or by courier.

23. IS A TENANT OR LANDLORD REQUIRED TO GIVE A REASON FOR A NOTICE TO QUIT?

If the tenant has security of tenure (five years in an apartment, one year in a mobile home park lot), yes. If the tenant has not lived in the leased premises long enough to have security of tenure, no.

24. ON RECEIVING A NOTICE TO QUIT, DOES THE TENANT HAVE TO PAY THE RENT?

Yes. Rent must be paid until the end of the tenancy.

25. WHAT IS ASSIGNING OR SUB-LETTING A LEASE?

Assigning or sub-letting a lease means allowing the tenant to move out and another tenant(s) to move in, either permanently (assignment) or temporarily (sub-let). Both are subject to the landlord's consent, which cannot be unreasonably withheld. The new tenant agrees to abide by the rules of the existing lease and to pay the rent for the time remaining on the existing lease.

26. CAN A TENANT CHANGE A YEAR-TO-YEAR LEASE TO A MONTH-TO-MONTH LEASE?

Yes. The tenant must give the 3-month notice to quit effective the anniversary date of the lease and request (in writing) that the lease be converted to a month-to-month term. Such a request is subject to the landlord's consent, which cannot be unreasonably withheld. If the request is refused, the tenant may apply to the Director to make the lease month-to-month.

27. CAN A TENANCY BE TERMINATED DURING THE WINTER?

Yes.

Security Deposit

28. WHAT IS A SECURITY DEPOSIT?

A security deposit is money paid by the tenant, and held in a trust account by the landlord until the end of the tenancy, to reimburse the landlord for any damage to the premises or unpaid rent. The security deposit is generally paid when the tenant signs the lease.

29. HOW MUCH CAN A LANDLORD ASK FOR AS A SECURITY DEPOSIT?

The landlord can ask for up to one-half of one month's rent as a security deposit.

30. WHAT SHOULD A TENANT DO BEFORE PAYING A SECURITY DEPOSIT?

The deposit will be held as security against unpaid rent or damages. Tenants and landlords should inspect the premises together and write out the conditions of the premises at the time the tenancy begins and again when it ends.

31. CAN A LANDLORD DEMAND EXTRA DEPOSITS FOR KEYS, CARPETS, PETS, FIRE EXTINGUISHERS, ETC.? No.

32. CAN A TENANT DEDUCT THE SECURITY DEPOSIT FROM THE LAST (OR ANY) MONTH'S RENT? No.

33. DOES THE LANDLORD HAVE TO PAY INTEREST ON THE SECURITY DEPOSIT?

Yes. The rates are set by the Residential Tenancies Act and its regulations.

34. WHEN SHOULD THE SECURITY DEPOSIT AND INTEREST BE RETURNED TO THE TENANT?

Return of the security deposit and interest is due within 10 days of the end of the tenancy. Tenants should give landlords a new address so the security deposit and interest can be sent to them.

35. WHAT CAN A TENANT DO IF THE SECURITY DEPOSIT IS NOT REFUNDED AFTER 10 DAYS?

Contact the landlord and request a refund. If not satisfied, the tenant can call Service Nova Scotia for information or may file an Application to the Director of Residential Tenancies requesting help in resolving the dispute.

Condition Of Premises

36. DOES THE LANDLORD HAVE TO MAINTAIN THE PROPERTY?

Yes. The landlord must keep the premises in a good state of repair and fit for habitation during the tenancy and must comply with all laws and regulations respecting standards of health, safety or housing.

37. IS THE TENANT RESPONSIBLE FOR REPAIRING ORDINARY WEAR AND TEAR IN THE PREMISES?

No. Tenants are not responsible for the normal deterioration of premises during the length of the tenancy.

38. ARE TENANTS RESPONSIBLE FOR REPAIRING APPLIANCES PROVIDED IN THE PREMISES?

Tenants are not responsible for maintenance and repairs but will be held responsible for repair of damage caused by negligence or misuse.

39. CAN THE LANDLORD TURN OFF THE HEAT?

No. If heat is provided as a service included in the rent, it cannot be interrupted and must be available through the tenancy. Any removal of the services that are currently included in the rent is considered a rent increase and is subject to proper notification under the Residential Tenancies Act.

40. CAN THE TENANT WITHHOLD RENT FOR ANY REASON?

No.

41. IS THE TENANT RESPONSIBLE FOR INSURANCE OR PERSONAL BELONGINGS?

Yes. The landlord can make having insurance one of the rules of the lease.

42. CAN TENANTS KEEP PETS?

Check the lease rules. Usually, the landlord's written permission is required.

Entry Of Premises

43. CAN A LANDLORD ENTER RENTED PREMISES?

Only if:

- a. the tenant has been given 24-hours written notice of an entry which will be made during daylight hours, or
- b. a notice to quit has been given and the landlord enters to show the premises to prospective tenants or purchasers.

44. CAN THE LANDLORD OR TENANT CHANGE THE LOCKS?

Only if both parties agree. The landlord is entitled to keys to the premises.

45. CAN A LANDLORD HOLD A TENANT'S PERSONAL BELONGINGS UNTIL RENT ARREARS ARE PAID?

No. However, if a tenant abandons the belongings, the landlord may apply to the Director of Residential Tenancies for permission to sell them and apply the money towards rent or damages.

Rent Increases

46. WHEN CAN RENT BE INCREASED?

Rent can only be increased on the anniversary date of a tenancy; or in the case of a mobile home park, on the annual rent increase date if one is established.

47. HOW MUCH NOTICE MUST THE LANDLORD GIVE THE TENANT?

Landlords must give tenants 4 months written notice before the anniversary date of a yearly or monthly tenancy; 8 weeks before the anniversary date of a weekly tenancy; and 7 months before the anniversary date of a mobile home park lease.

48. IS THERE A SPECIAL RENT INCREASE FORM?

Only for tenants in mobile home parks.

49. HOW MUCH CAN THE RENT BE INCREASED?

The amount of any increase is up to the landlord.

50. CAN PUBLIC HOUSING RENTS BE INCREASED?

Yes. Public housing tenants pay rent based on a certain percentage of their income. If their income increases or decreases, so does the rent. This is not considered a rent increase. However, an increase in the percentage of income charged as rent is considered a rent increase and the landlord must give proper notice prior to the anniversary date.

Rent Review For Tenants Of Mobile Home Parks

51. CAN A TENANT FILE AN APPLICATION TO THE DIRECTOR TO COMPLAIN ABOUT AN INCREASE IN RENT?

Only tenants in mobile home parks may file and request review of the notice of rent increase. The Application is deemed to be filed on behalf of all other tenants affected by the notice.

52. WHAT HAPPENS IN A REVIEW OF NOTICE OF RENT INCREASE?

A Residential Tenancies Officer notifies all other tenants affected by the same notice of rent increase.

The landlord provides financial information in support of the rent increase. The officer then reviews the landlord's information and the tenants' submissions, may conduct a hearing (optional), and makes a decision.

53. CAN A TENANT REVIEW THE FINANCIAL INFORMATION SUBMITTED BY THE LANDLORD?

Yes, by contacting the officer investigating the Application. All of the information provided to Service Nova Scotia is available to the landlord and all of the affected tenants.

54. CAN A LANDLORD REVIEW SUBMISSIONS MADE BY TENANTS?

Yes, by contacting the officer investigating the Application. All of the information provided to Service Nova Scotia is available to the landlord and all of the affected tenants.

How To Make A Complaint

55. IF A TENANT AND LANDLORD CANNOT RESOLVE THEIR DIFFERENCES, WHAT CAN THEY DO?

Either party may file an Application to the Director of Residential Tenancies. There is a modest fee for the application, which is available and may be filed at any Access Nova Scotia Centre. A sample application form is also available at the Service Nova Scotia website.

56. WHAT HAPPENS WHEN THE APPLICATION IS FILED?

The applicant must serve the other party with a copy of the Application. Then, a Residential Tenancies Officer will investigate the Application and will encourage the tenant and landlord to mediate the dispute. If mediation is not possible, the officer may hold a hearing.

57. CAN A TENANT BE GIVEN A NOTICE TO QUIT BECAUSE OF FILING AN APPLICATION?

No, not if the Residential Tenancies Officer is satisfied that the tenant was attempting to secure or enforce his/her rights. Yes, if the Residential Tenancies Officer believes the tenant is filing the Application(s) to intimidate or harass the landlord.

58. WHAT HAPPENS WHEN THE LANDLORD AND TENANT SETTLE ON AN AGREEMENT?

They will sign a Mediated Settlement which cannot be appealed.

59. WHAT HAPPENS IF MEDIATION FAILS?

The Residential Tenancies Officer will conduct a hearing and make a decision.

60. WHAT HAPPENS IF THE LANDLORD, THE TENANT, OR BOTH PARTIES DO NOT COMPLY WITH THE MEDIATION SETTLEMENT?

The settlement may be converted into an Order of the Director (decision).

61. CAN THE ORDER OF THE DIRECTOR BE APPEALED?

Yes. An order of the Director can be appealed at the Small Claims Court that serves your area. There is a fee to file an appeal.

62. WHAT HAPPENS AT A SMALL CLAIMS COURT HEARING?

An adjudicator will conduct a new hearing.

63. CAN THE SMALL CLAIMS COURT ORDER BE APPEALED?

Yes. An appeal to the Supreme Court can be filed based on an error of law or jurisdiction



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