

Dalhousie Legal Aid Service

Manufactured Home Parks Guide

A Guide to Renting in Manufactured
Home Parks in Nova Scotia



Tenant Rights Series

DOES THIS BOOKLET APPLY TO YOU?

This booklet is a guide for tenant's rights in Nova Scotia. In Nova Scotia, **the Residential Tenancies Act and Regulations (the RTA) are the law for rental housing**. This means that your rights as a tenant are covered by the RTA.

Are You Covered by the RTA?

If you pay rent you are probably covered by the RTA, even if you didn't sign a lease. However, there are some exceptions.

In other words, the RTA **DOES** apply if you live in:

- Apartment, Flat or Rooming House
- House or Housing Co-operative (Co-op)
- Public / Metro Housing
- Manufactured home spaces

The RTA does **NOT** apply if you live in:

- University Residences
- Shelters
- Hospitals or Nursing Homes / Care Facilities
- Correctional Facilities
- Hotels / Motels

THIS GUIDE CONTAINS LEGAL INFORMATION, NOT LEGAL ADVICE AND IS NOT INTENDED TO REPLACE TALKING TO A LEGAL PROFESSIONAL

Everything depends on the individual circumstance. You should only rely on this as a guide. If you need further help, see the Resources page at the back of this guide. This guide is current as of: **June 11, 2019.**

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MANUFACTURED HOME PARKS

Manufactured home parks are land-lease communities where a landlord owns a plot of land and rents sections (lots) of it. People can own or rent their manufactured home, but they rent the lot on which the home lies from the owner of the manufactured home park.

This guide uses the terms manufactured homes and manufactured home parks, but there are a variety of other terms for them. These include:

- Mobile homes or trailers are other terms for **Manufactured Homes**.
- Mobile home space, trailer space, lot or pad are all other terms for **Manufactured Home Space**.
- Mobile home park, trailer park, or manufactured home park are other terms for **Land-lease community**.

NOTE: To find contact information or the *forms* referred to in this section for Residential Tenancies you can:

- ⇒ Call Service NS at (902) 424-5200 or toll free at either 1-800-670-4357 or 1-877-404-0867
- ⇒ Or check the website: <http://www.gov.ns.ca/snsmr/access/land/residential-tenancies.asp>

THE LAW

Statutory Conditions are listed in the Residential Tenancies Act (RTA). They are rules that all landlords and tenants must follow no matter what and apply to ALL residential leases in Nova Scotia, including manufactured homes. There are also special Statutory Conditions that apply to manufactured home parks. If any part of a lease contradicts any Statutory Condition (special or not), it will not be valid.

Statutory Conditions:

Condition of Premises:

- The landlord must keep the manufactured home park clean and in a good state of repair. They have to do this for the manufactured home park's shared spaces (such as roads) and lots, but not for the manufactured home itself.

Services:

- If the landlord provides a service as part of the rent then they cannot discontinue it without giving you notice of a rental increase, or without permission from the Director. For example, if your landlord provides gravel for your driveway, they cannot stop doing this unless they give you notice.

Good Behaviour:

- Both you and your landlord have an obligation of good behaviour towards one another and other tenants in the park.

Obligation of the Tenant:

- As a tenant you have an obligation to keep your lot clean, and are also responsible for repairing any damage you or your guests cause. This could mean either repairing the damage yourself, or paying for the cost of repairs.

Subletting Premises:

- As a tenant you can sublet or assign their manufactured home, but you need the landlord's permission to do so. Subletting and assigning your lot can be complicated. For more information, see the "Assigning Your Lease to Someone Else" section.

Entry of Premises:

- The landlord cannot enter the lot if they do not have your permission, unless there is an emergency. The landlord can also go onto the lot without permission in two other cases. First, if they give 24 hours' notice and enter during the day. Second, if you have given a notice to quit and your landlord is showing the lot to prospective tenants at a reasonable hour.

Late Payment Penalty:

- If the lease has a penalty for paying the rent late, the cost of the penalty cannot be more than 1% of the cost of the monthly rent. For example, if you pay \$300 a month the maximum amount for that month's penalty would be \$3.

Special Statutory Conditions for Manufactured Home Parks:

Selling or Leasing a Manufactured Home:

- You have the right to sell or lease your manufactured home. Your landlord cannot restrict or interfere with this right.
- Your landlord cannot ask for compensation for helping you sell or rent your manufactured home, unless you explicitly asked for their help and signed a contract saying so.

Purchasing Goods or Services:

- Your landlord can't restrict your right to purchase goods or services from the person of your choice. For example, they can't force you to buy supplies from a particular store.
- Your landlord can set reasonable standards for manufactured home equipment. For example, the landlord may be allowed to set minimum safety standards for certain pieces of manufactured home equipment.

Municipal By-laws:

- The landlord must follow any municipal by-laws that apply to the common areas of the manufactured home park. The services your landlord provides must also follow municipal by-laws.
- You must follow any municipal by-laws that apply to manufactured homes.

NOTE: There is no longer a Mobile / Manufactured Home Advisory Committee.

LANDLORD'S RULES

A landlord can put their own rules into a lease as long as the rules don't conflict with the RTA. The landlord's rules must be "reasonable."

A rule is "reasonable" if:

- It ensures that services are fairly distributed to all tenants in the park.
- It promotes the safety, comfort, and well-being of all park residents.
- It protects the park's property from abuse.
- It conforms to municipal by-laws.

For instance, a rule that says that tenants can only park in a designated parking spot would be reasonable. On the other hand, a rule requiring that the manufactured home have a pitched roof, or that you have to paint your home a specific colour would not be reasonable.

ASSIGNING YOUR LEASE TO SOMEONE ELSE

If you own your manufactured home and want to sell it to someone else, the person buying your house will need to take over your lease in the manufactured home park. This is known as “assigning” your lease. There are **specific rules** for assigning your lease.

Specific Rules:

- If you choose to sell or rent your manufactured home to someone else, and they want to take over your lot, you must have the landlord’s permission. The landlord cannot refuse to give you permission unless they have a good reason to do so.
- There are two steps involved in getting the landlord’s permission:
 1. You apply to the landlord (in writing) for the landlord’s permission to have the new person take over the mobile park space.
 2. Within ten days of receiving your written request, the landlord must give you permission in writing or give you a reason why permission was denied.
- If the landlord does not reply in writing within ten days then the law will treat the situation as though the landlord gave you permission.
- The landlord is not allowed to charge you a fee for granting permission. But the landlord can ask you to pay reasonable out of pocket expenses related to granting permission, such as the cost of a credit check for the new tenant.

Information you must give the buyer:

Before applying to the landlord for permission, you must give all of the following information to the person who wants to take over your lease (the buyer):

- A copy of the Landlord's Rules (if there are any)
- A copy of your written lease (if your lease is in writing)
- How much rent you currently pay
- The date that your landlord last raised the rent and how much the landlord raised the rent

Information you must give your landlord:

Your request for permission to assign your lease must be made in writing to your landlord. It must include the following information:

- The address of the space on which your manufactured home is located
- Your name, telephone number, and mailing address
- The name, telephone number, and current address of the person who wants to take over your lease. Also include their mailing address if different from their current address.
- If the person who wants to take over your lease is currently renting, then you must also include the name and telephone number of their current landlord
- If the person who wants to take over your lease has lived at their current address for less than 2 years, you must include the address for the previous place they lived. You must also include the name and telephone number of the landlord for that previous place.
- The names and telephone numbers for two personal references for the person who wants to take over your lease.

- You must specify if you want the landlord to enter into a new lease with the buyer, **OR** if you want the landlord to assign your existing lease to the buyer.
- What date you want the buyer’s lease to start.
- The signature of the buyer indicating that they consent to the following:
 1. Your landlord contacting their current and/or previous landlords whose names are included in the application;
 2. Your landlord contacting their personal references;
 3. Your landlord checking their income and getting an up-to-date credit report
- You must also include a signed acknowledgement from the buyer that indicates that you have given them all of the required information about the lease.

You can deliver the application for consent to your landlord in person or by registered mail.

When your landlord is allowed to refuse:

Your landlord cannot **unreasonably or arbitrarily** refuse to grant permission to assign your lease. In some cases, your landlord **can legally refuse** to grant permission, for instance where:

- You did not provide all of the required information
- Your landlord has good reason to think that the buyer might not comply with the lease or the Landlord’s Rules
- Your landlord does not believe that the buyer can or will pay the rent
- The buyer does not plan to live in the manufactured home and either:

1. Wants to use it to run a business
 2. Or has bought more than one manufactured home in the manufactured home park
- The manufactured home has been moved away from the manufactured home park space or has been destroyed
 - You are behind on your rent
 - You have been ordered to pay money to your landlord by the Director of Residential Tenancies or Small Claims Court and have not yet paid that money
 - The manufactured home does not comply with municipal by-laws
 - The manufactured home does not comply with the Landlord's Rules

Your landlord **can also legally refuse** to give permission if they are not able to contact one or more of the buyer's personal references and, because of this, does not have enough information to make a decision.

If your landlord denies consent for this reason, the landlord must have:

- Promptly told you that they were not able to contact the personal references, and
- Made reasonable efforts to contact those references (or to contact any other personal references that the buyer provides if the first ones cannot be contacted)

WHAT IF YOUR LANDLORD SELLS THE MANUFACTURED HOME PARK?

If you rent a lot in a manufactured home park and the landlord decides to sell it you do not have to move out. In short, you cannot be evicted because the landlord has sold the property or is trying to sell the property. Everything in your lease stays the same after the sale; you just have a new landlord.

ENDING A LEASE

If you want to sell your manufactured home and the closing date of the sale coincides with the end of the lease of your lot, then you will need to officially end your lease. You cannot just assign it to someone else in this situation.

Giving notice to move out of a manufactured home park:

As a tenant, you can end your lease at the end of a rental term (the end of the lease), but you **MUST** give your landlord 'Notice to Quit' at least **one month** before the end of the lease. You must also fill out Form C: Tenant's Notice to Quit.

EVICCTIONS

Security of Tenure:

In Nova Scotia once you start renting a lot in a manufactured home park, you can keep renting it for as long as you want. The legal term for this is **immediate security of tenure**. There is one exception to this: **fixed-term leases**. If you have a fixed-term lease then your rental agreement ends on the date set out in your lease.

Evictions:

If your landlord wants to evict you they must have a good reason for evicting you. The landlord is allowed to evict you for the following reasons:

- You have not paid your rent
- Your behaviour has interfered with the “peaceful living” of the landlord or the other tenants.
- You or your guests have caused damage or have not kept your manufactured home up to basic standards of cleanliness
- You have sublet your manufactured home to someone else without getting permission from the landlord
- You have not complied with municipal by-laws that apply to your manufactured home

If your landlord gives you a Notice to Quit (eviction notice), and you think you shouldn't be evicted then you can apply to the Director of Residential Tenancies to ask for the Notice to Quit be set aside.

For more information on what happens and what you can do if your landlord tries to evict you from your manufactured home park please see our **Legal Procedures & Dispute Resolution Guide**.

RENTAL INCREASES

The law on increasing rent for manufactured homes is different from the general law for increasing rent.

WHEN your landlord can raise your rent:

- Your landlord can only raise the rent once every 12 months.
- Your landlord CANNOT raise your rent for the first 12 months after you start your lease.
- Your landlord must give you proper notice that your rent will be increasing.
- Your landlord can set one date to increase the rent for all the manufactured home spaces in the manufactured home park.

HOW MUCH your landlord can raise your rent:

- Each year Service Nova Scotia sets the maximum amount that a landlord can increase the rent for a manufactured home space in a mobile home park. This is called the “Annual Allowable Rental Increase Amount.”
- Service Nova Scotia publishes the Annual Allowable Rental Increase Amount on its website: <http://www.gov.ns.ca/snsmr/access/land/residential-tenancies/allowable-rent-increase.asp>
- If your landlord does not raise your rent by the maximum allowable amount one year, they cannot apply the unused amount in a future year. For example, if the landlord is legally allowed to raise the rent by 3% one year but only raises it by 2%, they cannot add the unused 1% to a rent increase the following year to make it 4%.

If your landlord wants to increase your rent by **more** than the Annual Allowable Rental Increase Amount they must:

- Apply in writing to the Director of Residential Tenancies for permission.
- Give you a copy of the application to the Director of Residential Tenancies AND a Notice of Rental Increase for Manufactured Home Space (Form M).
- Give you these documents at least 7 months before your anniversary date. (For example, if you start your lease on January 1, your anniversary date is always January 1 so your landlord must give you these documents by June 1 the year before the rent is set to increase.)
- If your landlord does not give you copies of the documents at least 7 months before your anniversary date, the landlord is not allowed to raise your rent more than the maximum amount.

You can OBJECT to your Landlord’s application:

- You have a right to respond to the landlord’s application to increase your rent to the Director of Residential Tenancies and give your own information.
- For example, if you think that the landlord is making an unreasonable request to raise the rent above the maximum amount, you can explain why in writing.
- You must give your written submissions to the Director of Residential Tenancies within 14 days of the day that your landlord gives you a copy of the application.

IMPORTANT: If your landlord gives you the application early, for example, 8 months before the anniversary date instead of 7 months before, you have 14 days after the very last date your landlord could have given you notice. That means that if your landlord must give you your 7 months' notice on June 1, but gives you notice on May 1, you have until 14 days after the June 1 deadline (so by June 15) to hand in your written submission.

- The Director will give your landlord a copy of any written submissions you make.
- The landlord has a right to make additional written arguments in response to your written submissions. The landlord must give these additional submissions to the Director of Residential Tenancies within 14 days after they receive copies of your written submissions from the Director.
- The Director will **not** hold a hearing. The Director will make a decision about the rental increase based on all of the written material that your landlord and you have submitted. Once the decision is made, the Director will send you and your landlord a written notice that explains whether your landlord is allowed to raise your rent above the Annual Allowable Rental Increase Amount, and by how much.

IF YOU RENT YOUR MANUFACTURED HOME

Most people who live in manufactured home parks own their home, but some people rent their manufactured home.

If you rent, then your landlord is the owner of the manufactured home (not the owner of the manufactured home park). Your landlord needs permission from the owner of the manufactured home park (their landlord) to be able to rent to you.

NOTE: The RTA applies to you and for more information on how to navigate it, or for any general information on renting please see our Tenant Rights Guide.

SUBMETERING

Submetering is the name of a process for measuring various utilities, including water consumption, in multi-unit residential areas like apartment buildings or manufactured home parks. It uses submeters to measure the consumption in each individual unit as opposed to the whole of the residential area. This means that landlords of manufactured home parks that use submetering can track the water consumption of each lot and charge each lot accordingly.

According to the Nova Scotia Utility and Review Board 2012 decision *Re the Halifax Regional Water Commission* there is no problem with submetering as a practice. The provision of water is still a public service and even if it goes through a submeter, the landlord is allowed to use it and charge lots individually.

POLICE & EMERGENCY SERVICES

The police are allowed to enter manufactured home parks as they would in any other neighbourhood. They can come in for regular patrols or in an emergency situation.

TERMS / GLOSSARY

Manufactured Home: Any trailer that is intended to be equipped with wheels, whether or not it is equipped with them. It also needs to provide residence for one or more persons, but does not include a travel trailer or tent trailer.

Mobile: Another term for a manufactured home.

Trailer: Another term for a manufactured home.

Manufactured Home Space: Means a plot of ground within a land-lease community designed to accommodate one manufactured home.

Mobile Home Space: Another term for a manufactured home space.

Lot: Another term for a manufactured home space.

Land-lease Community: It is another term for a manufactured home park. It stands for any lot, piece or parcel of land upon which two or more occupied manufactured homes are located for a period of ten days or more, either free of charge or for revenue purposes, and includes any building, structure or enclosure or intended for use as part of the equipment of such land-lease community.

Manufactured Home Park: Another term for a land-lease community.

Mobile Home Park: Another term for a land-lease community.

Trailer Park: Another term for a land-lease community.

Skirting: It is a term used to describe a non-structural enclosure of a foundation crawl space. It is often made of lightweight material like vinyl or metal and attached to the side of the structure, extending to the ground. It acts as a barrier between the manufactured home and the outside world. It often covers the space between the manufactured home and the ground.

An example of skirting:



Tie-downs: Tie-downs are a way of stabilizing manufactured homes during high winds with strong straps and anchors. They work to keep the manufactured home in place.

RESOURCES

Dalhousie Legal Aid Service — Specialized Guides:

- Tenant Rights Guide
- Finding a Place & Being a Good Tenant Guide
- Legal Procedures & Dispute Resolution Guide
- Public Housing Guide
- Enforcement Guide

Residential Tenancies — Access Nova Scotia:

- **Telephone:** (902) 424-5200 or 1-800-670-4357 (toll free in North America)
- **Online:** <https://www.gov.ns.ca/snsmr/access/land/residential-tenancies.asp>
- **Halifax:** 300 Horseshoe Lake Drive, Bayers Lake Business Park
- **Dartmouth:** 250 Baker Drive, Suite 134

Halifax Regional Municipality (HRM):

- **Telephone:** 311 in HRM

Legal Information Society of Nova Scotia:

- **Telephone:** (902) 455-3135 or 1-800-665-9779 (toll free in Nova Scotia)
- **Email:** questions@legalinfo.org
- **Web:** <https://www.legalinfo.org>

Nova Scotia Human Rights Commission — Halifax:

- **Telephone:** (902) 424-4111 or 1-877-269-7699 (toll free in Nova Scotia)
- **Email:** hrcinquiries@gov.ns.ca

Nova Scotia Legal Aid:

- Representation and summary advice for people with low income. There are 19 locations throughout the province.
- **Main Office (Halifax):** (902) 420-3450 or 1-866-420-3450 (toll free)
- **Web:** <http://www.nslegalaid.ca/>

