



INTERFERENCE WITH OCCUPANCY

Landlord Rules

A landlord can establish reasonable rules that apply to residential premises. A copy of these rules must be provided to a tenant prior to executing a lease.

A rule is reasonable if it:

- Promotes a fair distribution of services and facilities
- Promotes the safety, comfort or welfare of persons working in the premises
- Protects the landlord's property from abuse

A rule must be reasonably related to the purpose for which it was intended, and it must apply to tenants fairly.

An increasing number of landlords are creating rules that prohibit smoking in residential buildings. If a landlord wants to introduce a new rule within an existing building, every tenant must be given at least four months' notice prior to the anniversary of their lease.

Is second-hand smoke a breach (or loss) of occupancy without interference?

Yes, ongoing second-hand smoke seeping into your home from a neighbouring unit or balcony/patio may be considered a breach or loss of occupancy without interference. According to the [Residential Tenancies Act](#), tenants are entitled to expect other tenants won't interfere with their occupancy, which includes the right to be free from unreasonable disturbances. If other tenants complain of unreasonable disturbances due to second-hand smoke seeping into their units, landlords are required to take reasonable steps to resolve the interference when a tenant complains about it.

What are considered reasonable steps will vary with the facts of each situation.

Residential tenancy relationships in Nova Scotia are governed by the *Residential Tenancies Act*. The *Act* does not contain any specific provisions relating to smoking or second-hand smoke. However, the *Act* does allow a landlord to include a no-smoking clause in all building tenancy agreements to ban smoking in all units, balconies and the entire residential property.

For existing buildings where smoking was permitted, landlords can introduce a no-smoking rule. However, all existing tenants must be given four months' written notice prior to their lease anniversary date before the no-smoking rule can come into effect. Then it is perfectly legal.

If a tenancy agreement does not include a no-smoking clause, tenants are allowed to smoke in their units. However, tenants do not have unfettered rights to smoke. According to the *Act*, tenants are entitled to expect other tenants won't interfere with their occupancy, which includes the right to be free from unreasonable disturbances.

What is the landlord's responsibility?

A landlord who is notified that a tenant's occupancy is being interfered with by another tenant has a responsibility to investigate and take reasonable steps to resolve the problem. If a landlord fails to take reasonable steps to address an ongoing problem, a tenant may apply to the Residential Tenancies Program to seek a remedy. A remedy may include ending the tenancy early, or compensating the tenant for the interference.