

**SMALL CLAIMS COURT OF NOVA SCOTIA**

**Citation:** *T.B. v. MS Acadia Ltd.*, 2025 NSSM 60

**Date:** 20250915

**Docket:** 543395

**Registry:** Yarmouth

**Between:**

T.B.

Appellant

v.

MS Acadia Ltd.

Respondent

**Adjudicator:** Sarah A. Shiels

**Heard:** July 30, 2025  
Written submissions filed as of September 4, 2025

**Decision:** September 15, 2025

**Counsel:** Seamus Murphy, for the Appellant  
Shelley Rose, self-represented, for the Respondent

**By the Court:**

**Introduction**

[1] This is an appeal of an Order of the Director of Residential Tenancies dated May 8, 2025 (“the Order”). The appellant tenant, T.B., seeks to have a Form DR5: Agreement to Terminate for Demolition, Repairs or Renovations set aside. The Order dismissed the tenant’s initial application, finding that the tenant had not provided sufficient evidence to substantiate her request. The respondent landlord, MS Acadia Ltd., opposes the appeal.

**Facts**

[2] The tenant has rented the residential premises in question since approximately July 2023. The rent is currently \$785 per month, which is paid by Social Services (i.e., Opportunities and Social Development) directly to the landlord.

[3] Around January 29, 2025, representatives of the landlord attended the property to assess the condition of the flooring in the tenant’s unit. The afternoon of January 29, 2025, the property manager returned to the premises with a document for the tenant to sign. This document was a Form DR5.

[4] The tenant testified that she had taken Oxycodone approximately 30 minutes before the property manager appeared. She felt pressured. She believed that the property manager would not leave until she signed the paperwork. She did not understand that the effect of signing the paperwork was that she would have to move out permanently. She did not have a meaningful opportunity to consult with a lawyer.

[5] Less than a week after signing the Form DR5, the tenant communicated with the property manager that she intended to go to a lawyer and that she was not willing to proceed.

[6] The tenant's rent has continued to be paid since the date the Form DR5 was signed.

[7] The guide appended to Form DR5 says that the form is to be used when the parties have agreed to termination of the lease for the purpose of demolition or making repairs or renovations to the residential premises so extensive so as to require a building permit and vacant possession of the residential premises.

[8] The tenant summarized her position plainly:

All I want to do is go home and pay my rent. All I've done is pay my rent. I've done nothing wrong. I'm just really sick all the time. This is too much for me.

## Analysis

[9] Form DR5 provides that the form is to be used when the parties have agreed to termination of the lease for the purpose of demolition or making repairs or renovations to the residential premises so extensive so as to require a building permit and vacant possession of the residential premises.

[10] The Court accepts the property manager's evidence that the landlord had significant concerns regarding the condition of the floors and that substantial renovations could be required. However, there was inconclusive evidence as to whether the repairs were so substantial that a building permit would be required.

[11] It is not apparent there was a mutual agreement to terminate the tenancy as stipulated by Section 10AB(1) of the *Residential Tenancies Act*, R.S.N.S. 1989, c. 401. Based on the evidence presented at the hearing, the Court is not satisfied that the tenant understood or voluntarily agreed to the contents of Form DR5.

Moreover, no consideration was paid or credited to the tenant.

[12] The tenant had reported issues with the flooring prior to the landlord's inspection. When the landlord acknowledged repairs were required the tenant believed she was being evicted.

[13] To be clear, the Court does not find that the property manager had knowledge, actual or constructive, of any incapacity. The property manager did not act in bad faith. The Court accepts the property manager's evidence that the tenant appeared to be agreeable to termination of the lease. Nonetheless, the tenant has satisfied the Court there was no mutual agreement in accordance with section 2 of Form DR5.

[14] The correspondence of February 4, 2025 referred to at the hearing indicates the tenant sought to repudiate the agreement within a reasonable time once she had full knowledge of what had transpired.

### **Conclusion**

[15] This appeal is allowed and the Order is set aside.

Sarah A. Shiels, Small Claims Court Adjudicator