

YIN COURT
 FAMOUS CHINESE FOOD

10% DISCOUNT
 ON PICK-UP FOOD ORDERS OF \$4.50 OR MORE OR FREE DELIVERY AFTER 5 P.M.

OPEN Monday to Saturday 4 p.m. till 1 a.m.
 Sunday 4 p.m. till 11 p.m.

TELEPHONE: 667-8282

1033 STEELES AVENUE WEST
 (1 block west of Bathurst; Willowdale)

**Legal facts
 from
 CLASP**



This column prepared by the students of Community & Legal Aid Services Programme, (CLASP), Osgoode Hall Law School. Phone 667-3143.

Student tenant has rights

The following is the first of three columns on the law and practice that regulates the relationship between landlords and tenants. Since many students may be entering into rental accommodation in the private market, it is hoped this column can be of some help in providing basic information on what to look for in rental situations.

It should be emphasized that the purpose of these columns is for information only. If you need further explanations or are presently having problems with your rental situation, please call us at 667-3143.

Our topic this week: the landlord and tenant relationship.

The first factor that must be established when discussing the relationship between landlord and tenant is whether you are in fact a tenant, and therefore entitled to rely on the statutory provisions of the Ontario Landlord and Tenant Act.

The typical problem of proving you are a "tenant", usually arises in situations where you may be renting one or two rooms in the basement of a house. If you do not have separate kitchen and bathroom facilities or a private entrance, you may not be a tenant.

Although recent amendments to



the Act may extend the definition of tenant to boarding and rooming* house situations, at present the law is unclear on who is a tenant and who is a roomer.

Your status is, however, of crucial importance to your rights in any agreement for accommodation.

For example, tenants cannot be asked for prepaid rent or have vital services cut off. A future column will examine the full extent of rights that tenants enjoy under the Act. If you enter into an agreement for accommodation in which you do not have your own entrance, separate kitchen and bathroom facilities; or you share meals with the person providing the accommodation, you should obtain legal advice on your potential status as a tenant.

The second issue of importance when entering into agreements for accommodation is to identify the landlord. In most situations it will be simple to identify the landlord, and few problems will arise. Sometimes problems with the actual identification of the landlord can cause serious difficulties for tenants.

Apartments and houses can be sold or mortgaged and effectively change the landlord. A change in landlord means rent will be paid to a different party and the various rights and obligations flow to the new landlord in the agreement.

If you know, or even suspect, that the landlord with whom you made your original agreement has changed, and there is some indication that your rights may be affected, you should seek legal advice immediately.

Once you establish that you are a tenant and the identity of the landlord, the next step is reaching some type of agreement for the use of the residential premises. The agreement reached between landlord and tenant can be either written or oral, and is known as a "tenancy agreement". Here the tenant and the landlord agree to such basic issues as rent, length of term, restrictions on use, and any other terms.

This tenancy agreement is one of two factors regulating the relationship. The tenant has rights beyond the agreement on the basis of the above mentioned Landlord and Tenant Act.

Without examining in detail these statutory rights under the Act, it is important to note that the Act can override the tenancy agreement between the parties. For example the landlord and tenant may agree that the tenant has to pay six months cash rent in advance.

Since the Act does not allow payment of advance rent beyond one month, the agreement to pay six months advance rent is illegal and need not be followed by the tenant.

A common question asked by many tenants is whether they should sign a written lease, or simply enter into a more informal arrangement. The question is an important one for tenants and one that should be

seriously considered. Many times a landlord will not give you accommodation unless you sign a formal lease.

The landlord can insist that you enter into a formal lease the first time you take the apartment. However, you have no obligation to sign a further lease when the original one expires. You cannot be asked to leave or be evicted at the end of a lease unless the landlord can satisfy a court that he has reason to evict you.

Where you have some choice about signing a lease the following should be kept in mind.

A written lease is nothing more than a very formal "tenancy agreement", mentioned above. Although all the terms of a lease are important, the two most important terms are the length of time you agree to stay and the amount of rent.

Two recent changes in the law make the attainment of a lease by tenants less attractive in terms of time and rent. As mentioned above, tenants have a right to remain in an apartment for an indefinite period of time unless the landlord can establish the causes for eviction set out in the Act. In most cases the tenant may terminate the agreement upon giving sixty days notice.

Further, rents that may be charged for an apartment are now controlled by government intervention and the landlord can only increase rents when increased costs justify it. Rents can only be raised on an apartment once per year.

Since tenants can only be evicted for good cause and rent increases are restricted in both amount and time, leases that give the tenant a fixed length of time and rent are much less important. In most cases it is probably better not to have a lease for a fixed period of time.

This is of course subject to the condition that the Ontario government will continue to control rents.

A final important issue that occurs when entering into arrangements for rental accommodation is the signing of the so-called "agreement to lease." When you are interested in taking a rental unit the landlord will often request that you sign some type of form and also leave a cash deposit. You should know exactly what you are signing and be sure that you are very interested in the unit before you put up the deposit.

In most cases the landlord is asking you to sign an offer to take the unit in question and asking for a deposit to hold that unit for you. As soon as the landlord accepts the offer the parties are now bound and the tenant must take the unit. And the landlord can keep the deposit.

There are only limited situations where a tenant can break an agreement to lease and get the deposit back. In these cases the tenant must prove that the landlord has breached a major term of the bargain and the tenant will likely have to start legal proceedings.

LET US BE YOUR TRAVEL AGENT

We are conveniently located in Central Square.

**Our hours are 9:00 a.m. - 5:00 p.m.
 Monday to Friday**

We will be happy to make ALL your travel arrangements - for business or pleasure.

BUTTERFIELD & ROBINSON TRAVEL
 (TRAVEL CENTRE)
 Telephone 661-0661

APPLICANTS TO MEDICAL SCHOOL

Applications for all Ontario medical schools are now available at the Ontario Medical School Application Service (OMSAS) for the 1978 session.

Completed applications must be received at OMSAS on or before November 15, 1978.

Write immediately to:

OMSAS
 P.O. BOX 1328
 GUELPH, ONTARIO N1H 6N8

**TORONTO Area Students
 of Objectivism:
 Dr. Leonard Peikoff's**

**INTRODUCTION
 TO LOGIC**

A TAPED 10 lecture course
 will begin in Toronto
Wed. Sept. 21/77
 for information call 484-4487

SKYDIVE

- PROFESSIONAL INSTRUCTION
- EQUIPMENT SUPPLIED
- PARACHUTE OPENED AUTOMATICALLY
- JUMP SAME DAY
- SPECTATORS WELCOME

**OFFER
 EXPIRES
 OCTOBER 2**

\$69
 WITH THIS AD

**CALL OR WRITE: PARACHUTE SCHOOL OF TORONTO LTD.
 BOX 100, ARTHUR ONTARIO N0G 1A0
 (416) 532-6504 (519)848-5431**