

Tenants spreading roots

by Bruce M. Lantz

Halifax is a prime area of concern for tenants and the advocates of their right to a decent living standard. The Metro area has the highest rent standard in Canada and, at the same time, low wages and a housing shortage.

This puts tenant and landlord in an unequal relationship, with the latter holding most of the cards; this interaction soon evolves into the question of capitalist interest against common good.

To avoid defeat in this area people are becoming more informed of their rights and those of the landlord. The laws in this province are often difficult to understand, but the tenant needs only a working acquaintance with a minority of the statutes that will be encountered.

The value of knowing these regulations is obvious: while tenants are usually uninformed

of their rights and hesitant to assert their demands, the landlord has acquired a solid background of most legal knowledge and can afford to hire a good lawyer to handle more difficult questions.

At the present time, local tenants are assisted by only a few organizations of dubious efficiency; this problem can be resolved through individual understanding of the legalities involved in the tenants' rights struggle.

This feature is for those who suffer most. These people can unite and press for their demands; it just takes a close neighborhood group and much determination.

The regulations presented here are by no means complete but the GAZETTE feels they are the most common and most misunderstood laws of tenant-landlord relationships.

A lease, occupation or

possession of premises cannot be granted until the Landlords and Tenants Act has been given to the tenant, or until he has received a copy of the lease. He need not pay any rent until this is done.

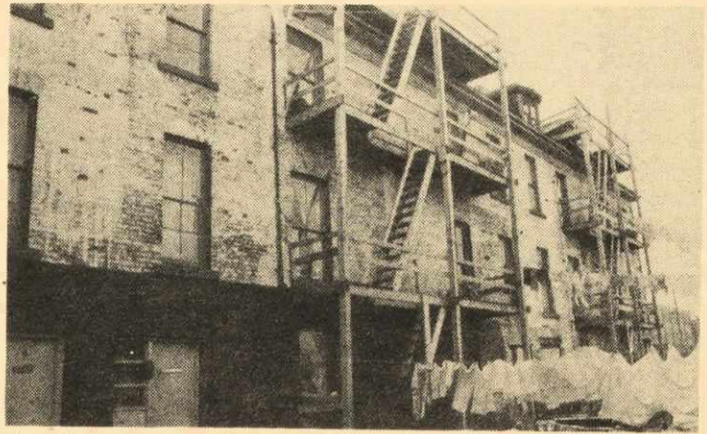
The premises must be fit for habitation according to health, safety and housing regulations. The landlord is not required to improve the premises beyond their condition at the time of occupancy. The tenant is responsible for cleanliness of the dwelling's interior, as well as damage inflicted by himself or his guests.

Except in an emergency, the landlord cannot enter the premises without the tenant's consent unless notice was given and entry is at a reasonable hour; or unless entry is made during daylight and 24 hours written notice was given to the tenant.

No locks giving entry to the premises may be changed without the mutual approval of tenant and landlord.

A tenant cannot sub-let without the landlord's permission. Leases should state that this cannot be refused without good reason; this is not always so. If permission is granted, the landlord cannot give notice to the sub-tenant, but must contact the "original" tenant, who performs this function.

There is a distinction between a tenant and a lodger which could be important to the tenant. A lodger does not possess the premises in which he lives, while tenants may bring trespass actions of interference with possession. The lodger does not, and must allow the landlord full powers of entry and control. However, the landlord is obligated to protect lodging premises and keep them in repair.



Frequently this question revolves around the term "exclusive possession". If the landlord lives in the same building, retains a set of room keys, shares bathroom and kitchen facilities and/or provides maid service, it is likely that the occupant will be considered a lodger.

RENTING

When signing a lease the prospective tenant should read it carefully and ask questions; you may also take it with you to ask advice.

Take note of statements made and agreed to in the presence of anyone who could act as a witness; a lease for a period of less than three years may be EITHER verbal or written.

A lease will usually contain a "forfeiture clause", without which the landlord cannot terminate the lease for failing to pay rent. However, if there is such a clause, the landlord may seize and sell the tenant's goods in default of rent.

When paying rent, the tenant should be sure that the collector is either the owner or his agent. Otherwise the tenant is held liable to repeat payment. Other arrangements for payment may be made, including payment through the mail. This is the tenant's risk unless authorized by the owner.

Most complaints about local housing concern physical conditions. Statutes dealing with this problem are often vague and subject to many interpretations.

The owner is not liable for damage after renting the premises unless the tenant informs him of the substandard conditions. Even if the landlord agrees to keep the premises in repair, he is not liable for damages to family, guests or

employees of the tenant.

If he gives a verbal warranty as to the state of the premises, or promises to make specific repairs which are not carried out, the tenant may take legal action.

The tenant of a furnished house or apartment may have the lease nullified if the dwelling is not habitable due to noxious insects, defective drains or contagious illness.

The tenant's only remedy is action for damages. No amount may be deducted from the rent, he may not use substandard conditions as a reason for failure to pay rent, and he cannot move without giving notice.

The landlord has the right to seize goods belonging to the tenant in lieu of rent, but he must follow specific procedures. If a legal complaint is to be made, the other party must be given written notice of this at least five days previous to the act.

The Criminal Code states that anyone resisting or obstructing a person making a lawful seizure is guilty of an indictable offence and is liable to two years' imprisonment.

Once the goods are obtained, and before they may be sold, notices must be posted for five days in conspicuous places near the location of the sale.

A landlord is making an illegal seizure when there is no tenancy, no rent in arrears, unlawful entry, made during a prohibited period, made more than six months after expiration of lease, made after the tenant has left the premises, or when the goods are exempt from seizure.

Should the tenant decide to vacate he must give proper

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