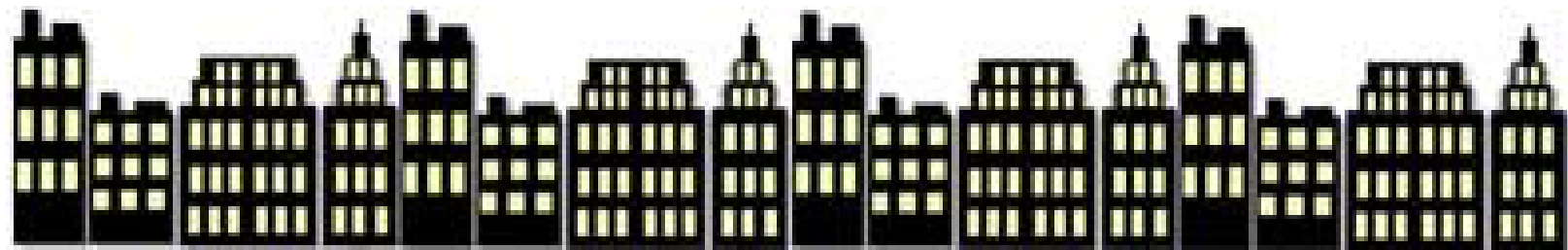


# Renting in London



Know your rights and responsibilities

## Table of Contents

<b>Introduction</b> .....	1
<b>Cost</b> .....	2
➤ Deposit, guarantor, utilities	
<b>Roommates</b> .....	3
➤ Agreements, bills	
<b>Accommodation</b> .....	4
➤ Housing search options, heat, repairs, cleaning	
<b>Leases</b> .....	5-9
➤ Agreements	
➤ Terminating a Tenancy	
➤ Assignment & Subletting	
➤ Eviction	
➤ Privacy	
➤ Rent	
<b>Lifestyle</b> .....	9-11
➤ Noise Bylaw, property upkeep, parking, fire safety	
<b>Final Points</b> .....	12
<b>Resources</b> .....	13-14
<b>Credits</b> .....	14

## Introduction

One of the biggest challenges with finding an ideal accommodation is being an informed consumer. Tenants in London need to be informed about their rights and also about their responsibilities and obligations as a member of the off-campus community.

Please note that most of the questions and answers in this booklet refer to scenarios covered by the Residential Tenancies Act (RTA). However, you must also be aware that the RTA does not apply to rental situations when a tenant shares a bathroom and/or kitchen with the owner or the owner's immediate family. As such, when a tenant is not covered by the RTA, it is a contract situation whereby two or more individuals enter into an agreement.

This booklet provides general information to assist accommodation selections and the off-campus living experience. It is not a legal reference nor does it answer all questions. Included are helpful tips as well as a list of several agencies and departments that might aid in your hunt for a suitable accommodation.

GOOD LUCK!

### *Getting Started*

Many individuals make the mistake of beginning their search for a place to live by checking out newspaper ads, or "for rent" signs. To ensure a better chance of success, we strongly suggest that a potential renter should sit down and investigate the questions asked below and follow the five step process to finding suitable accommodation:

#### *Questions You Should Ask Yourself:*

- What can I afford?
- How many roommates can I live with, if any?
- What kind of environment do I want?
- What are my accommodation priorities?
- Is my choice of accommodation covered by the RTA?

#### *Consider the Following Important Steps for Successful House Hunting:*

Once you have considered these important questions, you are ready to start your off-campus housing search!

#### Step #1: Cost

- What rent can I afford?
- What does the rent include? Are there any hidden costs?
- How much deposit money does the landlord require upfront?

#### Step #2: Roommates

- How well do I know my roommates?
- Can I talk to my roommates about money?
- Do I need a Roommate Agreement?

#### Step #3: Accommodation

- How do I find a place?
- What type of place do I want?
- What part of the city do I want to live in?

#### Step #4: Lease

- What type of lease is it?
- What restrictions are included?
- What items do I want written into the lease?

#### Step #5: Lifestyle

- Do I need a quiet place?
- What City Bylaws should I be aware of?
- Do I need parking?

## **Step #1 — Cost**

It is important to assess your income to avoid any problems down the road. Not only is it important to know how much rent you can afford, but also when your income will become available, such as summer income, OSAP or part-time income throughout the year. It is also important to know if there are additional costs with renting an accommodation, such as utilities, water heater rental, cable, internet and phone. You also need to be prepared to pay a rent deposit at a time of year when funds may be running low.

### ***What is a security deposit and can the landlord demand one?***

Landlords are permitted to demand prepayment of an amount equivalent to one month's rent, but this deposit must be applied to the last month's rent. The landlord may not ask for such things as damage or security deposits. If the landlord does demand any such deposit and refuses to rent unless the tenant pays the deposit, the tenant should question the landlord and point out that deposits greater than one month's rent are contrary to the RTA. The landlord must pay interest on a rent deposit. The interest rate is set yearly by Ontario legislation. The interest must be paid yearly, even if you continue to live in the premises.

### ***What is key money and should I pay it?***

Key money is an "under the table" payment from prospective tenants in return for the opportunity to rent a unit in a building. Such payments are illegal. Tenants who have paid such fees can contact the Landlord and Tenant Board for assistance.

### ***My landlord wants me to pay twelve months rent in eight months because I am a student. Is this "accelerated" rent legal?***

No, this is called "pro-rating" and it is illegal. Pro-rated rent usually consists of paying 12 months rent in the first eight months of a year lease.

### ***What is a guarantor?***

This is any creditworthy person a landlord will accept who undertakes to "guarantee" all liabilities under the lease. If a parent signs in this capacity, for example, and one of your co-tenants fails to pay their share of the rent, the parent can be called upon by the landlord to make up the missing share (assuming you and your co-tenant are on the same lease). The guarantee is not just for your liabilities, but also includes the liabilities of all tenants named on the lease.

### ***My landlord says s/he's having cash flow problems and wants me to pay some rent in advance. Should I pay him/her? S/he already has my security deposit.***

If you pay rent in advance, you do so at your own peril. If the landlord defaults on the mortgage or sells the building, you may end up paying twice; once to the landlord (for future rent) and again to the new owner or mortgage company when it steps in to manage the premises. Of course, you can take action against the landlord to recover the advance rent, but if s/he is already in financial difficulty, the chances of getting money will be remote.

### ***Is my landlord allowed to bill me for hydro used in areas outside my rental unit (e.g. hallways, laundry rooms, etc.)?***

Most leases contain a standard provision that the tenant will be responsible for the hydro cost for the "rental unit". This does not extend to common areas such as hallways, pools, etc. If you don't have a written lease before the tenancy begins, make sure you reach a clear understanding with the landlord about the utilities for which you are paying. Even a handwritten note from the landlord is some protection for you in that regard.

## Step #2 — Roommates

This can be the most difficult area to address. In order to avoid future difficulties, it is important to discuss several issues with your roommate(s). The single biggest mistake with roommates is that they assume that problems will not occur and do not set out guidelines. This stems from not knowing all aspects of your roommate(s) or their friend(s). Whether you want to prepare a written agreement (recommended) or not, you should be able to sit down and discuss all rental aspects, such as rent payments, bill payments, chores, personal property, privacy, etc.

### ***What happens if my roommate leaves before the lease expires?***

Under most tenancy agreements, if two or more of you are tenants and on the same lease, you are **each** responsible to the landlord for the whole rent regardless of the arrangement made among you to share the rent. If one of the tenants leaves, that share of the rent will have to be covered by the rest of you. If that person has left without your consent, you can take actions against them to recover the amount of money that person was obligated to pay pursuant to your arrangement. It is best to seek legal advice concerning your obligation to pay and regarding actions against a former roommate.

### ***My landlord says that I cannot rent out one of the bedrooms in my apartment to another roommate because “the student quota” in my building has been filled. Can s/he do this?***

No. The RTA does not prohibit a tenant from taking any “roommate”, so long as the number of persons continuously occupying the premises does not violate housing, safety or health standards (100 sq. ft./occupancy), or any other by-law. This roommate actually becomes your tenant. You, in effect, become your roommate’s landlord if their name is not present on the lease, or if s/he has no direct agreement with your landlord. However, you should remember that as a tenant you will remain liable to your landlord for the whole rent or damages, regardless of your agreement with your incoming roommate. If your lease specifies a certain number of occupants your landlord **may** be entitled to take action against you for breach of contract.

### ***Two of us share an apartment but only my roommate’s name is on the lease. If s/he leaves at the end of the term, do I have a right to stay on as a monthly tenant?***

If only one person signs a lease, other persons living in the apartment have no rights under the RTA with respect to the main landlord and would not have a right to remain unless the landlord has specifically or implicitly recognized their tenancy (e.g. by accepting rent cheques from the other person(s) over a period of time).

### ***Do I have to pay my roommate’s telephone or hydro bills if the service is in my name?***

Yes. Having signed for the service, you are party to a contract with the company. Your remedy is to take your roommate to court to recover the amounts owed to you. When subletting, even for a few months, it is often well worth the expense of having your phone disconnected to avoid being “stuck” with expensive long distance calls made by a departing or long-gone subtenant.

### ***Some of my roommates have had wild parties and have been warned by the landlord that s/he will take steps to evict us if it happens again. Can s/he do this?***

Yes, all of you may be evicted for disturbing the landlord and the other tenants. However, the landlord must comply with the termination provisions of the RTA, which include proper notice and a hearing.

### Step #3 — Accommodation

Once you know what you can afford and whether or not you are going to have roommates, you can begin looking for a suitable place. There are various ways to locate a place to live, but some of the best ways include:

- a) **Off-Campus Housing**
  - Both Fanshawe's Rm. F2010 and Western's Rm. 109, Elgin Hall provide a listing service for students. The landlords who list with these offices are specifically aware that their clientele will be students.
- b) **Newspapers**
  - The London Free Press and campus papers print rental listings. This may provide a different rental selection, but does not necessarily target students.
- c) **Word of Mouth**
  - Sometimes the best places are found when you talk with other students.
- d) **Visit the Area**
  - If you have an idea of an area in which you would like to reside, sometimes the easiest thing to do is walk around the area and look for "For Rent" signs.

Please note: Remember to ask current or previous tenants about their relationship with the landlord. You can be sure that a good landlord will do a check on you, so you should do one on them. It is also a good idea to have a list of what you want and to make notes of various places. It is recommended that you visit at least five places in your search. Please see the Accommodation Checklist in the Forms section.

#### ***As a tenant, what are my obligations concerning the condition of the rented premises?***

You are responsible for ordinary cleanliness (i.e. good housekeeping) and for any damage caused either deliberately or negligently by you, your family or your guests.

#### ***The rugs and paint in the apartment we are considering appear to be in terrible shape. What should we do to get the rugs replaced and the walls painted? Should we move in and then ask the landlord to redecorate?***

Under the RTA, a landlord must provide and maintain the premise in a good state of repair and fit for habitation. S/he must also comply with all health and safety regulations. Whether s/he must paint, clean or replace anything will depend on the condition of the item in question. Discuss the state of the apartment before you agree to rent. If the landlord promises to replace, clean or paint anything at a later date, ask him/her to put it in writing (in the application and/or the lease, if you have one, **before** you sign it and **before** you move in).

This is important, especially if the condition of the premises is not a clear breach of the landlord's duty to maintain and repair. Redecoration and aesthetic improvements are not part of the landlord's duty to maintain and repair.

#### ***My apartment is so cold I can't study there comfortably at night, but the landlord insists s/he doesn't find it cold. Is there anything I can do?***

Yes. Remind your landlord that London bylaw requires heating to be maintained at a minimum of 20C (68F) between 6:00 a.m. and 11:00 p.m., and at 18C (65F) between 11:00 p.m. and 6:00 a.m., from the 15th day of September in one year until the 15th day of June in the following year. If that doesn't work, call and ask the Property Standards Office to send an inspector to your home to take a reading and examine the premises. Get the inspector's name in case you need verification for any future court action. The telephone number is 661-4660.

#### ***What if my landlord refuses to make repairs?***

If repairs are needed or you are not satisfied with the repairs made, you should notify your landlord. A written notice is best (be sure to keep a copy) and you should record the times you give such repair notices. If s/he doesn't fix things within a reasonable time (10 business days) you can mail or bring a copy of the letter to Property Standards (300 Dufferin Ave. or P.O. Box 5035, London, ON, N6A 4L9). You may also apply to the Landlord and Tenant Board for a rent abatement.

#### ***Can I have someone come in and do the repairs and deduct this cost from my rent?***

By making repairs and deducting the cost from your rent, you run the risk that the landlord will serve you with an eviction notice for non-payment of rent. If you dispute this notice by arguing lack of repairs on the landlord's part, you run the risk that the Board will conclude that your repair costs were unreasonable, or that the repairs were not sufficiently urgent for you to have gone ahead without prior court authorization. If this happens, it might result in your eviction.

## Step #4 — Lease

It is **highly** recommended that any agreements be in writing. Even if it is straightforward, an immeasurable number of problems are avoided when something is in writing. Also, it avoids situations where parties must rely on their recollection of events, which can cause misunderstandings and create animosities between the landlord and the tenant. You should also be aware that if something in the lease is contrary to the RTA, the Act will override that aspect of the lease. You should include as much as possible in the lease, including repairs, which specific utilities are included, etc.

### Agreements

*I went to see an apartment on Saturday. I didn't sign a lease or anything. I agreed to take the place and gave the landlord one month's rent. Now I have changed my mind. Do I have to take the place?*

A tenancy agreement need not be in writing. You have entered into a binding oral lease for a specific rental unit. The length of the tenancy will depend upon what you and the landlord have agreed. If no term was specified, the length of the tenancy conforms to the period for which you pay rent. In this case, since you pay monthly, you are a monthly tenant. If the landlord will not agree to end the tenancy it continues indefinitely until the tenancy is ended by proper notice given by either the landlord for cause or by the tenant.

*If I sign an offer to lease or an application to lease, is this binding?*

If accepted by the landlord, the answer is generally “yes”. You should be careful about signing this type of form since it usually binds you to sign an actual lease, which you have not yet seen and requires you to pay a deposit, which is often not returnable if you fail to carry through with the agreement. Usually, the application will outline the essentials of a tenancy agreement (i.e. naming a specific apartment, the rent to be paid and the length of the term) and by signing, you bind yourself to that agreement. You should read this document carefully and thoroughly. Sometimes the application will refer to you later signing a lease in the “Landlord’s Standard Form”. Ask to see a copy of this Form and read it carefully. In any case, feel free to ask questions about any portions you are unsure of before signing any document.

*If my lease is coming to an end but I want to continue to live at the same premises and my landlord has told me s/he wants me to sign a renewal, must I sign a new lease?*

No. Your landlord cannot force you to sign a new lease nor a renewal of the old one if you don't want to. You may remain as a monthly tenant and the tenancy is deemed to have been renewed upon the same terms and conditions as existed in the expired lease, apart from a lawful increase in rent. You have the same rights as you had under the old lease. Students often find it to be in their best interests not to sign a new lease nor a renewal form because, as month-to-month tenants, they have much more freedom to leave upon giving proper notice, rather than having to wait until the end of a lease term. Remember, that even a simple renewal form can bind you to a whole new term under the lease and you will not be a month-to-month tenant.

*If my lease comes to an end and I would like to stay, but my landlord tells me s/he wants me out, does the monthly tenant philosophy still apply?*

Yes. You may stay on as monthly tenant even if the landlord has indicated that s/he wants you out, but you must continue to pay your rent on time. The landlord cannot terminate the tenancy against your wishes unless s/he has grounds under the RTA.

*Are there any grounds upon which a landlord can refuse to rent an apartment to me?*

Section 1 of the Human Rights Code reads:

“Every person has a right to equal treatment with respect to the occupancy of accommodation, without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, family status, handicap, or the receipt of public assistance.”

Therefore, a landlord cannot refuse to rent an apartment based on the above-noted conditions. In the past, landlords have legally refused to rent to individuals that have not met certain financial criteria.

## Terminating a Tenancy

*I signed a one-year lease. What happens if I leave before the lease expires?*

If you abandon the premises, the landlord could take action against you and your guarantors, if any, for the unpaid rent for the remainder of the lease, or until such time as a replacement tenant is found. If no new tenant is found, you may be liable for the full amount of the rent, plus interest and costs.

*What should I do then if I want to leave?*

If you or your landlord cannot agree on termination, you can try to sublet or assign your tenancy. If your landlord agrees to let you terminate the tenancy early, always obtain confirmation of this permission in writing. However, such written permission may not mean an exception of the tenant's responsibility to give sixty days notice in writing, as prescribed by the RTA.

*Can I get out of my lease if the landlord doesn't make repairs?*

You can apply to the Landlord and Tenant Board for an order to terminate your lease for lack of repairs. Bear in mind that the Board will want to be satisfied that you notified the landlord and gave him/her a reasonable time to remedy the situation. Also, the problem(s) must be of a very substantial nature to get this type of order, and it is recommended that you seek legal advice.

*When I vacate my apartment must I leave the premises in a perfect state of repair?*

No. Provided that the damage (e.g. nail holes for hanging pictures) is minor and can reasonably be considered part of the ordinary wear and tear upon the premises. Where a tenant makes "improvements" (e.g. panelling, painting or wallpapering) without the consent of the landlord, the landlord can insist that the tenant remove or correct the improvements and restore the premises to their original condition.

*How do I properly end my tenancy?*

A tenancy (whether it is yearly, monthly or weekly) can only be brought to an end by giving to the landlord a notice to terminate at the end of the term. This notice must be **in writing**; it must be signed by you or your agent, identify the address in question, and state the date on which the tenancy is to end.

*How much notice must I give before leaving?*

This depends on the type of tenancy you have:

- (a) A monthly tenancy (where there is no lease, or no fixed term, but you pay monthly) requires at least 60 days written notice, specified to be effective on the last day of the month of the tenancy, e.g., notice should be given by March 1st to end a tenancy on April 30th, if rent is paid on the 1st of each month.
- (b) A weekly tenancy requires at least 28 days written notice, specified to be effective on the last day of a week of the tenancy.
- (c) A tenancy for a fixed term (e.g. one year) requires at least 60 days written notice specified to be effective on the expiration date of the tenancy agreement. Remember that where a written tenancy agreement has expired and you have not signed a new lease or renewal agreement, then it is a monthly tenancy. It is not sufficient to simply give 60 days notice but leave while the term of a written tenancy agreement has more than 60 days left to run (i.e., you cannot leave in the middle of your lease).

*What happens if I don't give the required notice?*

Giving proper notice is very important. For example, if you are a monthly or yearly tenant when your lease expires, and you simply move out without giving notice, you may be liable to pay for two additional months' rent. You do not have the right to insist that if your notice is a few days late, it will simply be effective for the month following the month you had specified.

## Assignment and Subletting

*Can a landlord prohibit me from subletting my apartment?*

A tenant has the right to sublet or assign his/her rental unit. However, the landlord can approve or disapprove of the subtenant. The landlord may not withhold approval without valid reasons. You should obtain the landlord's consent in writing.

*If consent is required, can the landlord demand a fee or a payment as a condition to his consenting to the sublet or assignment?*

A landlord is permitted to recover from the tenant an amount to cover the reasonable expenses s/he incurs in considering and approving the sublet or assignment. Reasonable expenses have been defined to be the actual out-of-pocket expenses incurred by the landlord, and tenants are entitled to an itemized list of such expenses upon request. If you believe the fee is unreasonable, you can apply to Landlord and Tenant Board to have the amount reviewed.

*What is the difference between assigning and subletting?*

Assigning your tenancy means that the new tenant takes over the balance of the lease, including all your rights and obligations. Subletting, on the other hand, involves an agreement between you and the subtenant in which you retain a portion of the term of the lease, even if only the last day. This is a private agreement, and you are still subject to your tenancy agreement with the landlord (i.e. you become, in effect, a landlord to the subtenant).

*If I sublet does this mean that I may get in trouble if my subtenant breaches the tenancy agreement?*

Yes. As the main tenant, you could be given an eviction notice if the landlord has grounds. It is a good idea to give your subtenant a copy of your own lease to make them aware of the agreement you have with the landlord.

*When I sublet should we sign something?*

You don't have to sign anything; however, it is important to realize that a written agreement is the best possible proof of the subletting arrangements and terms should you ever have to take legal action against a subtenant for unpaid rent or damage to your property. You should consider using a subletting agreement to help prevent potential future problems.

*I am planning to sublet my apartment for the summer. Can I charge my subtenants more rent than I pay to my landlord?*

No.

## Eviction

*Given that when my lease expires I can stay on as a monthly tenant, can a landlord ever get possession of the premises at the end of the lease?*

The only way a landlord can make you leave at the end of your term is if s/he gives you notice of termination and the Board grants possession to them after you have had an opportunity for a hearing. This notice must include reasons such as:

- Conversion of the premises to other than rental residential use;
- Repairs or renovations so extensive as to require a building permit and vacant possessions of the premises;
- Demolition;
- The landlord genuinely requires the premises for his/her own occupancy or that of a marriage partner or their children or parents;
- The tenant's income exceeds subsidized housing qualifications;
- The tenant was provided with a unit as an employee of the landlord and no longer works for the landlord; and
- The tenant has persistently failed to pay rent on the dates it became due and payable.

If you receive a notice of termination, you should obtain legal advice immediately to determine if the landlord has valid grounds. The notice, by itself, does not end the tenancy. If you object to leaving, the landlord must obtain an order from the Landlord and Tenant Board to evict you.



*Can I be forced to leave before the end of my term?*

Yes The landlord can give you notice of termination for any of the following reasons:

- Non-payment of rent;
- Undue damage to the rented premises by the tenant or persons permitted by him or her on the premises;
- Carrying on an illegal activity or business;
- Conduct by the tenant which substantially interferes with reasonable enjoyment of the premises by the landlord or other tenants;
- Impairment of the safety or other lawful rights of other tenants in the premises;
- Allowing too many people on the premises on a continuing basis in contravention of health, safety or housing standards; and,
- Misrepresentation of income in subsidized housing.

However, you do not have to leave when you receive this notice if you dispute any or all of the reasons listed in the notice. If you stay, your landlord must make an application to the Landlord and Tenant Board for a notice of termination. If you are given such a notice, you should seek legal advice without delay. If the landlord applies to the Board you will have an opportunity to dispute those reasons.

*Is there a law which prevents a landlord from evicting a tenant in the winter?*

No. As long as a landlord properly complies with the RTA s/he can evict a tenant at any time of the year.

*Is there any way I can get a "second chance" to stay on?*

Yes. For example, if you are late with your rent but pay within 14 days of being served a notice of termination, the notice will be void.

*Can my landlord kick me out of my apartment because I have a pet if the lease says "no animals"?*

Simply having a well-behaved pet is not usually seen as grounds for eviction. As stated earlier, your tenancy may only be terminated for the reasons set out in the RTA. However, if your pet is: a) causing substantial damage to the premises; b) making enough noise to disturb other tenants; c) a dangerous breed, the landlord may well have proper grounds for eviction, whether or not your tenancy agreement deals with the subject of pets.

*Recently, I got together with other tenants in my building to complain to my landlord about some long-standing maintenance problems. My landlord is now trying to evict me for this. Can s/he do this?*

No. If your landlord is trying to stop you from forming a tenant's group, the Landlord and Tenant Board has the power to refuse the landlord an eviction. There are provisions in the RTA regarding harassment by a landlord. You should seek legal advice in such a situation.

## **Privacy**

*Can the landlord lock me out of my apartment?*

No. A landlord can change the locks if they supply a key to the tenant. A tenant cannot change the lock without the landlord's consent.

*Can a landlord come into my apartment any time s/he wants?*

No. The RTA protects the privacy of the tenant. The landlord cannot enter the premises unless s/he gives at least 24 hours written notice of intention to enter specifying the time, which must be in daylight hours. Even when the landlord gives notice, there is no absolute right of entry unless that right is granted under the terms of tenancy agreement, a subsequent agreement or by operation of law. There are exceptions to this rule: (a) in the case of emergency (e.g. fire, overflowing bathtub, etc.); (b) to show the apartment to a prospective tenant at reasonable hours, after you have given your notice of termination; (c) when the tenant consents to entry at the time of such entry; and (d) other justifiable reasons.

## Rent

*When and by how much can my landlord increase my rent?*

Your landlord can increase your rent once during a yearly period with a minimum of 90 days written notice. The amount for the upcoming year that the landlord can increase the rent is a fixed rate determined every year and is based on the economic conditions faced by society. This rate is set by the end of August for the following year.

*My landlord did not increase my rent this year, but s/he says I must now pay for my utility bills. Previously, utilities were included in the price of rent; can s/he do this?*

If the price of utilities is included in a lease still in effect between you and your landlord, s/he is in breach of the lease and the RTA. If the cost of your new rent plus utilities is less than your old rent plus a legal increase, it may not be worth taking any action.

*My landlord has given permission for me to have my friend move into my apartment, but s/he says I have to pay an extra \$75 a month. Can s/he do this?*

No. The rent is set with the lease. The landlord cannot increase the rent beyond the agreed upon amount, nor more than once a year, just because you have a roommate.

## Step #5 — Lifestyle

The City of London is a wonderful place to live, work, study and play. As residents, we can be proud of the character and beauty of the city, including the pleasant and attractive neighbourhoods. We are all entitled to the continued enjoyment of our neighbourhoods, but we also have responsibilities and obligations. Students have traditionally made a significant contribution to the city. Through various activities they have helped with charities, social organizations (i.e. blood donor clinics, Big Brother/Sister, etc.), and have generally added to the vitality of London. However, when students do not live up to their responsibilities, this results in a poor reflection on the college/university and has negative effects upon the entire student population. Responsible behaviour on the part of all residents has a positive effect on enhancing the student/city relationship in London and ensures good, safe housing opportunities for Western/Fanshawe students. Take the time to meet your neighbours and get to know them. If you are going to live in a residential neighbourhood, there are some factors you need to consider.

### Noise and Parties

You should be aware of the possible consequences to yourself and guests if you have a party and it becomes large and unruly. The police can and will lay charges. That does not mean that you should not have friends over to visit. Just be aware that sometimes these events can become large and out of control very quickly. These incidents attract the attention of the media and it is fair to say that the coverage does not cast a good light on the image of students.

### Noise Bylaw

The noise bylaw (in effect 24 hours a day) is designed to reduce and control unnecessary noise, which can be a nuisance and disturb the peacefulness of the neighbourhood. An individual can be charged under this bylaw if the sound or noise from a stereo, sound equipment, musical or sound producing instruments, or other such devices is operated in a manner or with sufficient volume to annoy or disturb the peace and quiet of any individual in any dwelling. A person convicted of a breach of any of the provisions of this bylaw can usually expect a ticket of approximately \$200 but could be fined up to \$2,000 for each offence.

Note that the police can, and have, laid multiple charges against roommates for the same party, even though only one roommate was responsible for the gathering. If you plan to have a party, consult your neighbours.

Parties are not the only noise that can disturb a neighbourhood. Noise at any time of the day (not just the night) is illegal if it constitutes a nuisance to any one of your neighbours. In your own interests, be considerate. Ongoing noise is often more of a problem than the occasional party.

Note that singing, chanting, yelling, slamming your car door and sounding your horn late at night when saying goodnight to friends is especially disturbing.

## ***Liquor Licence Act and Criminal Code***

The **Liquor Licence Act** prohibits the consumption of alcohol anywhere other than a residence or a licensed area (such as a bar). A “residence” is defined as a place that is actually occupied and used as a dwelling. “Residence” does not include public places where the general public is permitted access, whether or not for a fee. Intoxicated people are not to be in a public place, or in any common areas of a residence that are used by persons occupying more than one dwelling therein.

As an example, you could be charged for having an open bottle of alcohol in your possession on the front lawn of a private property or in the hallway of an apartment building. Also note that open drinking on front lawns and porches offends the neighbourly atmosphere. It is recommended that people use private yard areas and drink from opaque containers when possible.

The **Criminal Code** defines unlawful assembly as an assembly of three or more people who, with the intent of carrying out a common purpose, meet in a manner or conduct themselves in such a way as to cause people in the neighbourhood to fear that they will:

- Disturb the peace considerably,
- Provoke others to disturb the peace because of their assembly and without reasonable cause.

Anyone who wilfully destroys or damages property, or interferes with the lawful use and enjoyment of property, is guilty of mischief.

Damaging other people's lawns, gardens, lawn furniture, or other property constitutes grounds for charges. Remember, private property is private. Please do not walk across lawns as a short cut. Use the public sidewalks to reach your destination.

## ***Snow Removal***

Snow, ice and slush formed on any walkway pose a hazard. As a good neighbour, please keep your walkway clean and do not shovel snow onto areas already cleared by the City.

## ***Fire Safety***

Statistics show that house fires primarily begin in kitchens and bedrooms. Stats also show that having a smoke detector installed reduces your risk of dying in a home fire, by half. **YOU SHOULD HAVE A SMOKE DETECTOR INSTALLED ON EVERY LEVEL OF YOUR HOME AND TEST THEM REGULARLY.** Having a fire extinguisher will also help to improve fire safety.

Develop and practice a fire escape plan: Know two ways out of every room and establish a meeting place outside. Know the 911 emergency phone number and be aware of cooking, smoking, and electrical fire hazards. **Remember that most fires can be prevented before they start. FIRE WON'T WAIT, PLAN YOUR ESCAPE!**

## ***Parking***

You should note that in the City, it is illegal to park a vehicle in any of the following locations:

- Between the curb and the sidewalk.
- Over the sidewalk.
- Between the sidewalk and the street line (i.e. street allowance).
- On the street between 3:00 a.m. and 5:00 a.m. every day.
- On the front lawn.

As single family-homes can often only accommodate a maximum of two cars in a driveway or garage, please do not plan to have more cars than there are spaces available.

Note: In the front yard, driveways cannot exceed 40% of the width of the lot to a maximum of 6 metres, whichever is the lesser. Parking spaces cannot be created between the street setback and the street line. You can only park in tandem to the driveway area and not on the grass; thus you should ensure the driveway has a proper covering. If you have questions, please call 661-4537.

Tickets may be issued for parking illegally.

## ***Property Upkeep***

Everyone in a neighbourhood benefits from regular upkeep of property. A clean neighbourhood protects housing values, looks nice and instils a sense of pride in the residents of the area. The City of London has bylaws related to the upkeep of property. We should be aware of our responsibilities in the areas listed below. It is important that tenants clarify with their landlords who will be responsible for maintenance items such as garbage, grass cutting, snow removal, etc.

## ***Property Standards***

Exterior areas must be properly maintained so as not to detract from the neighbourhood environment or cause a hazard. This includes controlling garbage, weeds, uncut lawns, insects and rodents, and deteriorating structures. The Property Standards Bylaw and the Clearing of Land Bylaw (*untidy lots*) is designed to extend the useful life of residential properties, and to enhance the value and quality of the neighbourhood.

Make sure that your lawn is maintained regularly, including leaves, garbage, etc. If you are going away for a period of time, make arrangements with a neighbour or a friend, or hire someone to look after your home. Also be aware that signs, flags, etc., although seen as decorative to some students, may be considered as an eyesore by City Inspectors.

## ***Garbage Collection and Storage***

The City of London will only collect waste that is wrapped and secured in suitable storage containers, up to a maximum of four containers per household. Garbage should not be put out until after 6 p.m. the day before the garbage is due to be collected and no later than 7 a.m. on the garbage collection day. The garbage collection day shifts each week and you are responsible for knowing what type of waste is collectable and when garbage is being collected. You may want to call City Garbage Collection at 661-4585 if you do not have a schedule.

## Final Points to Consider

Here are some further considerations that you might want to think about when renting:

### ***How safe is the place that I want to rent?***

Check that there are good locks on doors and windows. See whether doors are continually propped open. Check to see what outdoor lighting there is. Visit the area at night to see how secure you feel. Make arrangements for someone to look after the place when you are on holidays or away for the weekend.

### ***Do I need insurance?***

Some students have lost possessions through fire or theft and have not had any insurance protection. It can be a considerable expense to replace your belongings without insurance. Check to see if you are covered by your guardian/parent's home insurance or consider group rates (i.e., with roommates).

### ***How convenient is the transportation?***

How close is the nearest bus stop? How long will the bus ride be to campus, downtown, my friends' houses, groceries, etc.?

### ***How convenient is the place to my usual stops?***

As an example, where is the grocery store, mall, restaurants, part-time job and other amenities in relation to this choice of housing?

### ***How comfortable is the place?***

Does the shower have enough water pressure? How much sunlight is there? Are there enough electrical fixtures? How much closet space is provided? Where can I store my bike?

## Resources

### *Housing Mediation Service*

Hours: Monday to Friday, 8:30 am - 4:30 pm  
Mail: Rm. 3C1, Ontario Hall  
The University of Western Ontario  
London, Ontario N6A 5B9  
Phone: Western 519-661-3787  
Fanshawe 519-452-4282  
E-mail: [housing.mediation.service@uwo.ca](mailto:housing.mediation.service@uwo.ca)  
Web site: <https://offcampus.uwo.ca/mediation.cfm>

### *Western's Off-Campus Housing Service*

Hours: 365 days a year, 8:30 am - 8:30 pm  
Mail: Rm. 3C1, Ontario Hall  
The University of Western Ontario  
London, Ontario N6A 5B9  
Phone: 519-661-3550  
E-mail: [off-campus.housing@uwo.ca](mailto:off-campus.housing@uwo.ca)  
Web site: <https://offcampus.uwo.ca/index.cfm>

### *Western's Off-Campus Advisors*

Hours: Monday to Friday, 4:30 pm - midnight  
Saturday to Sunday, 8:30 am - midnight  
Phone: 519-661-3787  
Email: [oca@uwo.ca](mailto:oca@uwo.ca)  
Web site: <https://offcampus.uwo.ca/advisors.cfm>

### *Fanshawe's Off-Campus Housing Office*

Hours: Monday to Friday, 8:30 am - 4:30 pm  
Mail: Room F1002  
Fanshawe College  
P.O. Box 7005  
1001 Fanshawe College Blvd.  
London, ON N5Y 5R6  
Phone: 519-452-4260  
Email: [offcampushousing@fanshawec.ca](mailto:offcampushousing@fanshawec.ca)  
Web site: [www.fanshawec.ca/offcampushousing](http://www.fanshawec.ca/offcampushousing)

*Community Legal Services* 519-661-3352  
The University of Western Ontario  
Room 120, Law Building

Neighbourhood Legal Services 519-438-2890

Landlord and Tenant Board 1-888-332-3234

University Students' Council of Western University  
519-661-3574

Fanshawe Student Union 519-452-4109

## Resources Continued . . .

Western Ombudsperson	519-661-3573
Western Fire Safety & Emergency Management	519-661-3300
Ontario Human Rights	1-800-387-9080
Information London	519-432-2211
London-Middlesex Health Unit	519-663-5317
City Property Standards	519-661-4660
City Parking Enforcement	519-661-4537
City Garbage Collection	519-661-4585
City Fire Prevention	519-661-4565
London Hydro	519-661-5503
Union Gas	1-888-774-3111

## Credits

The creation of this booklet does not state anything that has not been said or noted elsewhere. It is intended to put material together to aid individuals in their search for suitable accommodations. Various offices or organizations are recognized for their contributions as follows:

*The Good Neighbour Manual* — FSU, USC, Broughdale Community Association, Western Fire Prevention and HMS

*Rental Housing In London* — CLS, USC, Ministry of Housing, Western Department of Housing, James W. Irwin, Bob Wright, Isabelle O'Connor, Enno Meijers, Bill Middleton, Katherine Fleet and Denise Oulette.

Community Legal Services — Western

Landlord and Tenant Board — London Office

City of London — Bylaw Enforcement, Parking, Traffic and Zoning Departments