THE CASE OF LANDLORD VS TENANT

Living-Room, Library and Sleeping Apartment All Complete—The above room, together with the kitchen and "semi-finished upper" floor, constitute the whole of the rented space in question. The floor is of cement, resting directly on the ground as there is no cellar underneath. Kitchen and garage—the latter used by the Landlord—are separated by a layer of corrugated tin and a layer of summer shutters. Tenant claims that $40 per month is too much for this accommodation in wintry weather.

Pity Poor Rentals Control People!

by Fergus Neall

On this page we tell, in picture and story, of one of the many disputes continually arising between Landlords and Tenants over a piece of rented property, as illustrative of the sort of case on which our Rentals Control Administration has to arbitrate. Below follow some of the statements made by this particular Landlord, each followed by the Tenant's comment regarding same. Personally, we're only glad that we don't have to decide between the two.

Landlord's Claim. It is a story-and-a-half brick-clad building 17' by 50' with one room 17' by 17' feet reserved for the owner's car.

Tenant's Comment. He doesn't tell about leaving those big double garage doors wide open even in sub zero weather—or of the icy breezes that seep through the second-hand corrugated iron partition, to say nothing of those healthful gas and oil fumes from his car.

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Landlord; The top floor is only semi-finished.

Tenant; If "semi" means "half" that's about a 90% overstatement. See the picture of this "semi-finished upper floor"—I mean garret—which doesn't, however, show the daylight that comes through the roof in several spots.

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Landlord; These living quarters were formerly occupied by a gardner.

Tenant; From the looks of the place that gardener's name must have been Adam after he got chased out of Eden. There appeared to be the dirt of at least several centuries, and the whole place, excepting for the living room had apparently been used as a catchall for the whole neighborhood's junk.

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Landlord; There is no plumbing.

Tenant: I'll say there isn't. I had to partition off a corner of the kitchen to make a bathroom, where I installed a chemical toilet—which I had to purchase.

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Landlord; Drinking water has to be carried from the main dwelling—the tenant of his own volition has recently been having water transported.

Tenant; During the Summer I had the privilege of using an outside tap sticking through the wall of the landlord's house; but when the danger of freezing came along, this was shut off without notice. Rather than dig a well on another man's property I bought two 250-gallon tanks, had them put in the living room, and have water hauled at a cost of $5.00 per month.

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Landlord; In addition, hydro has been supplied from the main house. This, however, may have to be discontinued as the load at times is too heavy for existing equipment.

Tenant; Three 60-watt light bulbs and the radio represent all the electricity we use, having even spent $100 for an ice box rather than use our frigidaire and so put extra load on the very old wiring. However, in November, the landlord put about 100 chickens in a small building not far from ours, and has more chickens in still another nearby outbuilding—and has placed electric lights in both, with electricity supplied from an outlet on the rear of our "house". But maybe, at the present price of poultry, chickens are more important than humans.

* * *

Landlord; The tenant has the right to free use of the fruit and to the use of any desired land for a garden. The tenant has further been given use of free wood, of which there is considerable along the fences.

Tenant; In May we were told that if we wanted apples we should just help ourselves. But when the apples did appear I was told to see that my family touched nothing but windfalls. There is much wood, semi-decayed and otherwise, lying around. I was told at one time to help myself, but declined with thanks because coal is the only thing I can burn in either the stove or the fireplace basket. As for the garden, I was originally offered a plot which I couldn't find time to use—and in the Fall it was turned into a chicken-run for the landlord's chickens.

* * *

Landlord; It was understood when the tenant took over the premises he would make certain improvements and in consideration would receive greatly reduced rental during the winter months. These improvements were not made, but instead the tenant has, in a measure demolished the premises.

Tenant; A few of my "demolitions". Kitchen and garage are separated by one layer of corrugated tin and one layer of summer shutters nailed together to make a wall. I plastered the shutter side, which is toward the garage, with asbestos fibre and cement in an effort to eliminate gas and oil fumes, also chilly breezes later on. The east wall of the kitchen, which is formed by an unused garage door, I insulated with asbestos fibre. I painted the concrete floor of the kitchen with plastic paint. I never put a wood floor in this section, due to the fact that the cost of putting the building in any reasonable condition was prohibitive unless a reasonable rental was offered for at least five years—which was the original understanding when I took the place. In the kitchen I built a 12' drainboard complete with sink—supplied by myself and dug a pit some 15' outside the place to which I ran a disposal line. But what's the use—I spent approximately $400 of my own money in improvements, and now am told I ruined the place.

Great interest has been aroused throughout Canada by the announcement from Ottawa that Rent Controls on residential properties are likely to be continued indefinitely.

Only naturally, perhaps, many owners of such properties are more or less up in arms. "Why should we be singled out?" they ask. "Why not let the Law of Supply and Demand bring things to their proper level, the same as they are doing with food and clothing."

On this page we illustrate an example of why it is probably best for such restrictions to be continued, at least until the Housing Shortage is less acute. This is an actual case which recently came to our notice, and interesting too as showing the sort of problem our Rentals Control Administration is constantly forced to try and straighten out.

Worried Veteran

Early this January a young veteran of our acquaintance came to us asking for advice.

"For a while, after I came back from overseas, my wife, my 8-year-old boy and myself lived in a couple of rooms in a city roominghouse," he said. "But we wanted a place of our own; and in answer to an advertisement rented a place on the outskirts of the Village of BLANK. (Ed. NOTE; **As settlement of the case is still pending, any names used are fictitious.**)

"The rent was to be $40 a month, with the distinct understanding that if, by any chance, we stayed on for the Winter there was to be a substantial reduction. The landlord failed to keep any of the promises he made. I spent hundreds of dollars of my own trying to make the place at least liveable; and I'd spend even more if I wasn't afraid of getting thrown out on my ear—which might happen at any time, as the landlord wants to sell the property and as I haven't any lease, I understand that a new owner could turn me out. Now, we're into the Winter. My request for rent reduction has been absolutely refused; and although I've searched for forty miles each way from the city where my job is, I can't find any place to move into.

"So now, what should I do? Shoot the landlord—or just sit still and think what a sucker I am?"

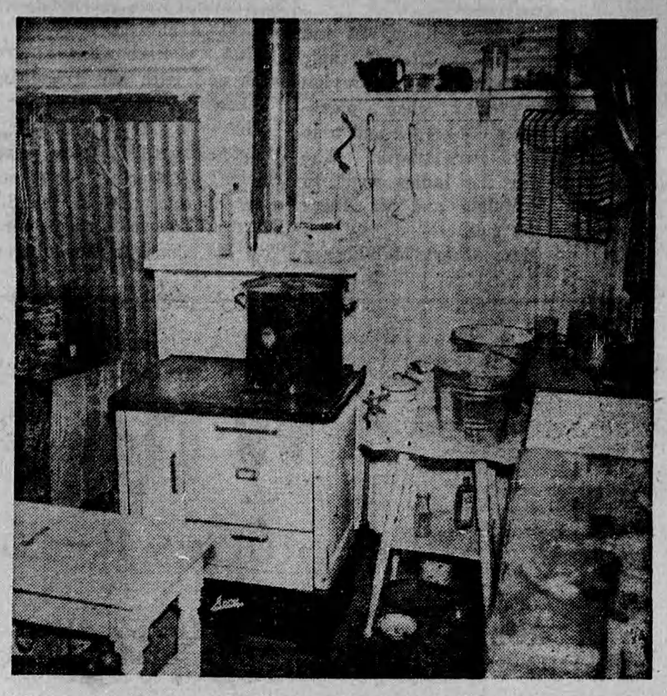
Good Advice

As is always our custom in such cases, we advised him to take the matter to the proper authorities—to the Rentals Administration in the city where he worked. At first he scoffed at the idea. "I know those Government Departments" he said. "I'll get a letter saying that the matter has been carefully filed, and they'll probably get around to attending to it some time in 1953 or thereabouts."

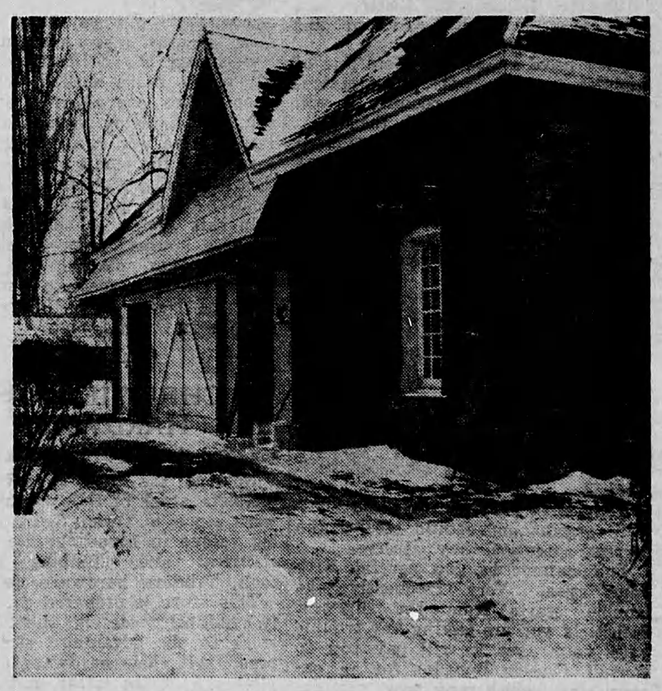
We persuaded him, however, to do as we advised; and the sceptical young veteran was astonished—pleasantly—at the speed with which things started moving. Within a matter of days he had been asked to write stating his case fully and freely. The landlord had been ordered to tell his side of it; and at the present time of writing there promises to be a prompt settlement of the matter—possibly before this little tale sees the light of print.

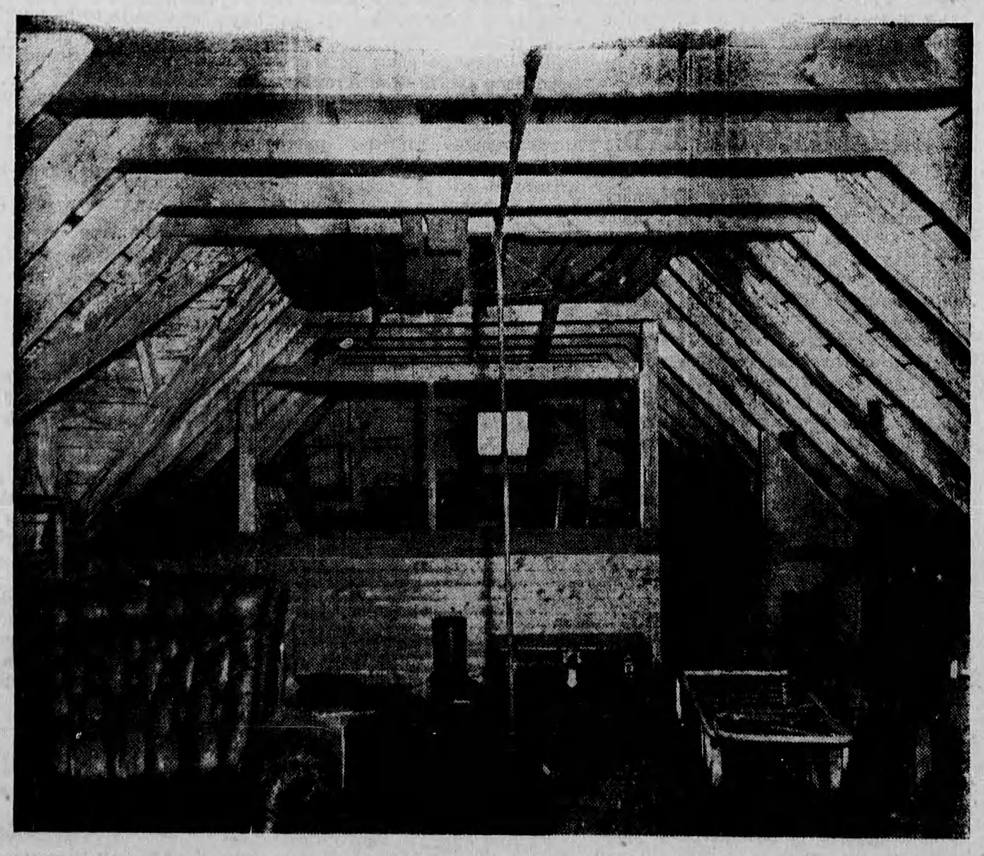
When that settlement does come, we shall report what it was. In the meantime, some of the landlord's claims—with the tenant's comments on same appended—may be of interest as illustrating how widely two different viewpoints of an identical matter may vary. As the old saying put it, "It all depends on where you sit."

But, as stated earlier, our principal object in commenting on such a typical case at such length is this—to try and show that if more people, instead of indulging in useless complaints and empty wailings against the "Powers That Be" would really make use of those Powers, the better it would be for them.



"Everything's Up-To-Date in Kansas City"—or Kitchen, Bedroom and Bath all in one. With no plumbing or running water available, the tenant had to instal a chemical toilet in one corner of the kitchen, which is also used as sleeping quarters by the 8-year-old boy. BELOW, an outside view of what the landlord describes as a storey-and-a-half detached brick-clad building. The garage door shown is commonly left open, even in zero weather.





Semi-Finished Upper Floor or Unfinished Garret?—In telling his side of the story to the **Rentals Control people the Landlord described** the above as a "semi-finished upper floor" **The tenant claims that this is a gross exaggeration** of the actual condition. What is your **opinion? This picture, like all the others,** is from an actual **photograph** of the dwelling in**volved** in the **case.**

Rentals Offices

For the information of any of our readers who may be interested, Offices of the Rentals Administration are maintained in the following Ontario centres:

Barrie
Brantford
Cornwall
Hamilton
Kingston
Kirkland Lake
Kitchener
London
North Bay
Ottawa
Owen Sound
Peterborough
St. Catharines
Sault Ste. Marie
Sudbury
Timmins
Toronto
Windsor

Others will be opened shortly in **Belleville** and **Brockville.** Information regarding problems of either Landlords or Tenants may be had by addressing any of the above, or by writing to Room 421, 73 Adelaide St West, Toronto.

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