

## EXTRACT



# CANADIAN WAR ORDERS AND REGULATIONS

OTTAWA, CANADA, JULY 16, 1943

## WARTIME PRICES AND TRADE BOARD

ORDER No. 294

*Respecting*  
**Maximum Rentals**  
*and*  
**Termination  
of Leases**  
*for*  
**Housing Accommodation  
and  
Shared Accommodation**



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### WARTIME PRICES AND TRADE BOARD

#### Order No. 294

#### Respecting Maximum Rentals and Termination of Leases for Housing Accommodation and Shared Accommodation

made pursuant to authority conferred by Order in Council P.C. 9029, dated the 21st day of November, 1941, and amendments thereto. This Board orders as follows:

#### Definitions

##### 1. For the purposes of this Order,

- (a) "Board" means the Wartime Prices and Trade Board;
- (b) "clubhouse" means the clubhouse of a club incorporated for the purpose of carrying on its objects without pecuniary gain and which restricts the occupancy of rooms in the clubhouse to members of the club;
- (c) "commercial accommodation" means
  - (i) any vacant land;
  - (ii) any land used for commercial purposes and let upon a ground lease;
  - (iii) any place of business;
  - (iv) any structure or part of a structure used for combined business and dwelling purposes under a lease that is made to one tenant or two or more tenants jointly and the rental payable under which has not been apportioned in respect of that part used for business purposes and that part used as a place of dwelling;
- (d) "Court of Rental Appeals" means any judge, judicial officer or barrister designated as such, for any particular area, by the Board;
- (e) "demand for renewal" means a demand for renewal conforming to the provisions of this Order and given by the landlord to the tenant in accordance with the provisions of this Order;
- (f) "hotel" means a public house the operator of which
  - (i) in one or more buildings, furnishes sleeping and living accommodation, with or without meals, to the travelling public; and
  - (ii) receives and lodges all persons seeking shelter, unless there is reasonable ground for refusal; and
  - (iii) has customarily kept a register in which the guests, on arrival, record their names and addresses; and



- (iv) assumes responsibility for the goods and chattels of its guests in accordance with the law of the province in which the hotel is situated;
- (g) "housing accommodation" means any place of dwelling and any land upon which a place of dwelling is situated, but shall not include commercial accommodation, shared accommodation or any room in a hotel or clubhouse;
- (h) "landlord" means any person of whom another holds any right to the possession of any place of dwelling and the heirs, executors, administrators and assigns of such person and, without restricting the generality of the foregoing, includes any person who lets or sub-lets or grants any leave and licence for the possession of any housing accommodation or shared accommodation, any person entitled to possession under any judgment or order of a Court or under any statute and any mortgagee or chargee in possession;
- (i) "lease" means any enforceable contract for the letting or sub-letting of any housing accommodation or shared accommodation or any leave and licence for the use of any housing accommodation or shared accommodation, whether such contract or leave and licence is made orally or in writing; and each of the verbs "let", "rent" and "sub-let" shall have a corresponding extended meaning;
- (j) "notice of renewal" means a notice of renewal conforming to the provisions of this Order and given by the tenant to the landlord in accordance with the provisions of this Order;
- (k) "province" includes the North West Territories and Yukon Territory;
- (l) "rent" or "rental" or "rate" means any payment or consideration, including any bonus or gratuity to or for the benefit of the landlord, for the possession of any housing accommodation or shared accommodation by the day, week, month, year or other period of time;
- (m) "Rentals Administrator" means a person appointed as such by the Board and includes any person similarly appointed as a deputy Rentals Administrator;
- (n) "Rentals Appraiser" means any person appointed as such by the Board or by a Rentals Administrator;
- (o) "shared accommodation" means any room or rooms forming part of the residence of the landlord or of his agent and of which the entrance and any facility are used in common by the landlord or agent and the occupant or occupants of the room or rooms;
- (p) "tenant" means any person who holds possession of any housing accommodation or shared accommodation under any lease;
- (q) "term certain" means a period of possession of housing accommodation, the right to which possession, according to the law of the province in which the accommodation is situated, would terminate at the end of the period without notice by either landlord or tenant were it not for the provisions of this Order.

#### PROPERTY AND LEASES NOT AFFECTED BY THIS ORDER

##### Exemptions from Order

2. (1) The provisions of this Order shall not apply to
- (a) any living or sleeping room in an educational, religious, philanthropic, charitable, scientific, artistic, professional, social or sporting institution, or in any hospital or convalescent or nursing home, or in any clubhouse;
- (b) any real property used solely for agricultural purposes;
- (c) any lease of any housing accommodation in which lease His Majesty in right of Canada is landlord and Wartime Housing Limited is his agent;

all of which are hereby exempted from the provisions of Section 5 of the Wartime Leasehold Regulations.

(2) In any case in which a Rentals Administrator has exempted any real property or any transaction or person from any provisions of any previous Order of the Board, such property, transaction or person shall to the extent of such exemption be exempt from the corresponding provision of this Order unless and until a Rentals Administrator otherwise directs in writing.

#### PART I—MAXIMUM RENTALS FOR HOUSING ACCOMMODATION

##### Fixed maximum rentals

3. Maximum rentals that have been fixed for housing accommodation before October 1, 1943 or under this Order shall not be varied except in accordance with the provisions of this Order.

4. (1) Maximum rentals that have been fixed before October 1, 1943, are the following:—

- (a) a maximum rental fixed before October 11, 1941, for any housing accommodation by any Order of the Board referred to in the Appendix to this Order (subject to the latest conclusive variation of such maximum rental heretofore made under the authority of the Board);
- (b) the rental lawfully payable under a lease in effect on October 11, 1941, for any housing accommodation or, if there was no lease in effect for the accommodation on that date but there was a lease in effect for the accommodation at some time or times since January 1, 1940, the rental lawfully payable under the latest lease in effect between January 1, 1940, and October 11, 1941 (subject to the latest conclusive variation of such maximum rental heretofore made under the authority of the Board);
- (c) the rental lawfully payable under the first lease made between October 11, 1941, and December 10, 1942, for any housing accommodation for which no maximum rental had been fixed on or before October 11, 1941 (subject to the latest conclusive variation of such maximum rental heretofore made under the authority of the Board);
- (d) the maximum rental conclusively fixed under the authority of the Board for any housing accommodation that was rented for the first time on December 10, 1942, or between December 10, 1942, and October 1, 1943.

##### Particular fixed maximum rentals

(2) Maximum rentals payable under any lease referred to in clause (b) of subsection (1) preceding shall include the following:

- (a) a rental which is subject to seasonal variation during year-round possession, in which case the rental payable in each season shall be the maximum rental payable in any corresponding season;
- (b) a rental payable under a sub-lease made between a tenant and a sub-tenant and in effect at the same time as the lease referred to; in which case a lease may be made or renewed at the rental payable under the sub-lease if the same housing accommodation, appurtenances, furniture, furnishings, equipment, fixtures, services and facilities are supplied as were supplied under the sub-lease;
- (c) an altered rental payable upon the exercise of an option contained in the lease; but, unless the option is exercised, such altered rental shall not constitute a maximum rental;
- (d) a rental payable for any housing accommodation customarily rented only for a season or part of a season; in which case the maximum daily, weekly, monthly and seasonal rentals in each season shall be the respective daily, weekly, monthly and seasonal rentals payable in the last corresponding season before October 11, 1941.

(3) In any case in which there is a fixed maximum daily rental and a fixed maximum weekly rental for any housing accommodation customarily rented only for a season or part of a season and the accommodation is occupied by the same tenant



for seven consecutive days or longer, the maximum rental that may be charged, demanded, received, collected or paid for such occupancy shall be the maximum weekly rental.

(4) In any case in which there is a fixed maximum weekly rental and a fixed maximum monthly rental for any housing accommodation customarily rented only for a season or part of a season and the accommodation is occupied by the same tenant for one month or longer, the maximum rental that may be charged, demanded, received, collected or paid for such occupancy shall be the maximum monthly rental.

*Lessening accommodation or services, etc.*

5. (1) Housing accommodation for which there is a fixed maximum rental shall include all appurtenances, furniture, furnishings, equipment, fixtures, services and facilities that were supplied or were to be supplied by the landlord for such maximum rental.

(2) During the term of any lease now or hereafter in effect for any housing accommodation or during any period of renewal or extension of such lease, no person shall, in the absence of an agreement between the landlord and tenant to the contrary, discontinue or lessen any heating, lighting or cold or hot water service supplied or to be supplied by the landlord unless he obtains from the Rentals Appraiser a written permit so to do and complies with the terms of such permit or unless such discontinuance or lessening is due to governmental order or fuel not being available.

(3) An application for a permit shall be made on a form provided by the Board; and the Rentals Appraiser may grant or refuse a permit.

(4) If the landlord of any housing accommodation for which there is a fixed maximum rental lessens the amount of the accommodation or of any appurtenances, furniture, furnishings, equipment, fixtures, services or facilities which were supplied or to be supplied for the maximum rental, whether or not a permit has been granted under this Section, he shall either before or within thirty days after the date of such lessening, make an application in accordance with Section 9 to the Rentals Appraiser for a variation of the maximum rental; provided that nothing in this subsection shall be deemed to authorize a landlord to break the conditions of any lease in effect for the accommodation.

*Increasing accommodation or services, etc.*

6. If the landlord of any housing accommodation, since the date on which the maximum rental therefor was last fixed, increases the amount of such accommodation or supplies any appurtenances, furniture, furnishings, equipment, fixtures, services or facilities that were not supplied for the rental fixed on such date, he shall not collect or receive any rental in excess of the maximum rental unless, upon application by him, the maximum rental is varied under the provisions of Section 7 and he complies with the provisions of Section 8.

*Variation of fixed maximum rentals*

7. (1) An application may be made by the landlord of any housing accommodation to the Rentals Appraiser for a variation of the fixed maximum rental for the accommodation by reason of any of the following special circumstances affecting such accommodation:

- (a) an increase in the taxes or water rates payable by the landlord since the date on which the maximum rental was last fixed and resulting otherwise than from a structural alteration, addition or improvement; in which case, the Rentals Appraiser may increase the maximum rental by an amount which is commensurate with the amount of such increase in taxes or water rates;
- (b) an increase in the amount of the accommodation or the supplying of appurtenances, furniture, furnishings, equipment, fixtures, services or facilities that were not supplied or to be supplied for the maximum rental; in which case, the Rentals Appraiser may increase the maximum rental by an amount which is commensurate with the increased rental value of the accommodation, but in no event shall the maximum rental be increased to an amount that is higher than the rental generally prevailing on October 11, 1941, for similar accommodation in the neighbourhood;

- (c) renovation of the accommodation involving an expenditure of an amount not less than ten per cent of the assessed value of the accommodation; in which case the Rentals Appraiser may increase the maximum rental by an amount which is commensurate with the increased rental value of the accommodation, but in no event shall the maximum rental be increased to an amount that is higher than the rental generally prevailing on October 11, 1941, for similar accommodation in the neighbourhood;
- (d) the maximum rental referred to in clause (a) or clause (b) of subsection (1) of Section 4 for any unit of housing accommodation in a multiple family building is lower than the maximum rental generally prevailing for similar units of housing accommodation in the same building; in which case, the Rentals Appraiser may increase the maximum rental to an amount not exceeding such generally prevailing maximum rental for such similar units;
- (e) the maximum rental for one year for the accommodation is less than twice the total of the taxes and water rates payable by the landlord; in which case the Rentals Appraiser may increase the maximum rental to an amount equal to twice such total but in no event shall the maximum rental be increased to an amount that is higher than the rental generally prevailing on October 11, 1941, for similar accommodation in the neighbourhood;
- (f) the tenant at the date of the application is sub-letting more than two rooms in the accommodation and
  - (i) under the terms of the lease in effect the tenant agreed in writing not to sub-let without the landlord's consent and such consent has not been given, or
  - (ii) the tenant is in possession under an oral lease and on the date on which the maximum rental for the accommodation was last fixed more than two rooms therein were not being sub-let,
 and the maximum rental has not been increased under any previous order of the Board by reason of increased wear and tear caused by the tenant; in which case, the Rentals Appraiser may increase the maximum rental by ten per cent.

(2) An application may be made by a tenant of any housing accommodation to the Rentals Appraiser for a variation of the fixed maximum rental of the accommodation by reason of the circumstance that

- (a) the maximum rental referred to in clause (c) of subsection (1) of Section 4 is higher than the rental generally prevailing on October 11, 1941, for similar housing accommodation in the neighbourhood; in which case, the Rentals Appraiser may decrease the maximum rental to such generally prevailing rental; but an application shall not be made if the maximum rental was varied or fixed by a decision made under the authority of the Board or is an altered rental referred to in clause (c) of subsection (2) of Section 4; or
- (b) since the date on which the maximum rental for the accommodation was last fixed, there has been a lessening of the amount of the accommodation or of any appurtenances, furniture, furnishings, equipment, fixtures, services or facilities that were supplied or to be supplied for the maximum rental; in which case, the Rentals Appraiser may decrease the maximum rental by an amount which is commensurate with the decreased rental value of the accommodation.

(3) No application by a landlord or a tenant for a variation of a fixed maximum rental shall be considered by a Rentals Appraiser unless it is by reason of one or more of the special circumstances set forth in this Section or in Section 5.

(4) Any variation of the maximum rental for any housing accommodation under this Order shall be deemed to be the fixation of the maximum rental for such accommodation.

*When an increased or decreased maximum rental may be charged*

8. (1) If a fixed maximum rental has been increased under clauses (a), (b), (c), (d) or (e) of subsection (1) of Section 7 and the tenant has not agreed to pay any increased rental, the increased maximum rental shall not be charged, demanded, received, collected, or paid earlier than the expiration of the current term of the lease then in effect, but may be charged thereafter, if, in the case of a lease not for a



term certain the landlord has given the notice referred to in Section 17 or if, in the case of a lease for a term certain, the landlord has given the demand for renewal referred to in subsection (3) of Section 18.

(2) When the fixed maximum rental for any housing accommodation has been increased under the provisions of this Order,

- (a) by reason of any increase in the taxes or water rates referred to in clause (a) of subsection (1) of Section 7 and the tenant has agreed to pay an increased rental for that reason, the increased maximum rental may be collected to the extent of and in accordance with the agreement; or
- (b) by reason of an increase in the amount of the accommodation or the supplying of any appurtenances, furniture, furnishings, equipment, fixtures, services or facilities referred to in clause (b) of subsection (1) of Section 7 and the tenant has agreed to pay an increased rental for that reason, the increased maximum rental may be collected as from the date of such supplying to the extent of and in accordance with the agreement, or
- (c) by reason of the renovation referred to in clause (c) of subsection (1) of Section 7 and the tenant has agreed to pay an increased rental for that reason, the increased maximum rental may be collected as from the date of such renovation to the extent of and in accordance with the agreement, or
- (d) by reason of the circumstance referred to in clause (d) or clause (e) of subsection (1) of Section 7 and the tenant has agreed to pay an increased rental for that reason, the increased maximum rental may be collected as from the date on which the landlord's application was filed to the extent of and in accordance with the agreement;

provided that the right to collect, receive or pay any such increased rental shall be postponed until the date on which such maximum rental has been conclusively increased under the provisions of this Order.

(3) When the fixed maximum rental for any housing accommodation has been increased by reason of a sub-letting referred to in clause (f) of subsection (1) of Section 7 the increased maximum rental may be charged

- (a) in the case of a lease not for a term certain, from the date specified in a notice given by the landlord to the tenant in accordance with subsection (2) of Section 17;
- (b) in the case of a lease for a term certain, during the period of any renewal of the lease if the landlord gives to the tenant a demand for renewal in accordance with subsection (4) of Section 18.

(4) When the fixed maximum rental for any housing accommodation has been decreased under this Order

- (a) by reason of the circumstance that the fixed maximum rental was higher than the rental generally prevailing on October 11, 1941, for similar housing accommodation in the neighbourhood, the decreased maximum rental shall take effect from the date on which the relevant application was filed or the date on which the matter was referred by a Rentals Administrator to the Rentals Appraiser, or the date on which the Rentals Appraiser decreased the maximum rental of his own motion, as the case may be;
- (b) by reason of the lessening of any appurtenances, furniture, furnishings, equipment, fixtures, services or facilities, the decreased maximum rental shall take effect from the date on which the lessening occurred;

and the lease in effect for such accommodation shall be deemed to have been amended accordingly.

(5) Notwithstanding the provisions of the Wartime Leasehold Regulations prohibiting the charging, demanding, receiving, collecting and paying of any rental in excess of the maximum rental, in any case in which the landlord of any housing accommodation is entitled under this Order to make an application for an increased maximum rental for the accommodation, a lease may be made which provides for a rental higher than the fixed maximum rental subject to the maximum rental being varied under the provisions of this Order; but the right to collect, receive or pay

any rental in excess of the fixed maximum rental shall be postponed until the date on which the maximum rental has been conclusively increased under the provisions of this Order.

#### *Procedure for application for variation of maximum rentals*

9. (1) An application to a Rentals Appraiser for the variation of a fixed maximum rental shall be made in the following manner:

- (a) a form of application provided by the Board shall be completed in duplicate by the applicant and all information required by such form shall be given;
- (b) both copies of the completed application shall be filed with the Rentals Appraiser;
- (c) the Rentals Appraiser shall forward a copy of the application to the opposite party by mail;
- (d) the opposite party to the application may, within ten days after the date on which it was mailed to him, forward or give to the Rentals Appraiser any written statement that he desires to make.

(2) The Rentals Appraiser may require such additional information from either party as he may direct, may conduct a hearing if he desires and may adopt such procedure as he deems proper.

(3) The Rentals Appraiser may require the evidence of the parties to be given under oath or affirmation and may administer such oath or affirmation, and may inspect the accommodation; but no expense shall be incurred without the written authorization of a Rentals Administrator.

(4) The Rentals Appraiser may fix or vary the maximum rental of the accommodation described in the application or may dismiss the application.

(5) If the application is by reason of a sub-letting referred to in clause (f) of subsection (1) of Section 7, the Rentals Appraiser may refer the application to the Court of Rental Appeals for decision; in which case, the provisions of Section 11 shall apply as if the reference were an appeal.

(6) A Rentals Appraiser, of his own motion, may vary the maximum rental for any housing accommodation by reason of the existence of any circumstance referred to in Section 7.

(7) Any decision by a Rentals Appraiser shall be on a form provided by the Board and, in the absence of an appeal under Section 11, the decision shall be conclusive as between the parties.

(8) On any application, no costs shall be awarded to either party.

#### *Fixation of maximum rental not previously fixed*

10. (1) The landlord of any housing accommodation described in subsection (2) following shall, before or within thirty days after making a lease therefor, make an application to the Rentals Appraiser to fix the maximum rental therefor; and a landlord who has made the application may collect the rental payable under the lease until the maximum rental is fixed but, if he does not make the application within such thirty days, the tenant may thereafter withhold payment of all rental until the landlord has made the application but shall notify the Rentals Appraiser that the application has not been made.

(2) Housing accommodation to which this Section applies shall be:

- (a) that for which there was no lease in effect between January 1, 1940, and October 1, 1943;
- (b) that which has been altered since the date on which the maximum rental therefor was last fixed, resulting in substantially different accommodation;
- (c) that which has been customarily rented for a season or seasons only, if rented for any period not included in such season or seasons;
- (d) that which has been converted from commercial accommodation;
- (e) that for which the maximum rental is not ascertainable by the landlord.



(3) If there is no lease in effect for the housing accommodation at the time of the application, the landlord shall complete a form of application provided by the Board and shall furnish such information as the Rentals Appraiser may require and the provisions of subsections (2), (3), (4) and (7) of Section 9 shall apply to the application.

(4) If there is a lease in effect for the housing accommodation at the time of the application, all of the provisions of Section 9 (except subsection (5)) shall apply as if the application were for variation of a fixed maximum rental.

(5) If there is a lease in effect for the housing accommodation at the time of the application, the maximum rental fixed under this Section shall take effect from the date of the commencement of the lease; and, if the rental payable under the lease is higher than such fixed maximum rental, the lease shall be deemed to have been amended accordingly.

(6) In no case shall a maximum rental for any housing accommodation be fixed under this Section at an amount that is higher than the rental generally prevailing on October 11, 1941, for similar accommodation in the neighbourhood.

(7) A Rentals Appraiser may, of his own motion, fix the maximum rental for any housing accommodation referred to in this Section and, in the absence of an appeal under Section 11, the decision of the Rentals Appraiser shall be conclusive as between the parties.

#### *Appeal from Rentals Appraiser*

11. (1) The decision of a Rentals Appraiser fixing or varying the maximum rental for any housing accommodation may be appealed by either party to the Court of Rental Appeals

(2) An appeal shall be made in the following manner:—

- (a) a notice of appeal provided by the Board shall be completed in duplicate by the party who is appealing;
- (b) the party who is appealing shall, within fifteen days after the date of the Rentals Appraiser's decision or within such further time not exceeding thirty days as a Rentals Administrator may allow
  - (i) serve one copy of the notice of appeal on the opposite party, if any, by personal service or by prepaid registered mail;
  - (ii) file the other copy and proof of service on any opposite party with the Rentals Appraiser or other officer designated by a Rentals Administrator;
- (c) the Rentals Appraiser shall ascertain from the Court of Rental Appeals the date of the hearing of the appeal and shall forward to each of the parties by mail a notice stating the date of hearing unless such Court itself sends such notice;
- (d) the Rentals Appraiser shall forward to the Court of Rental Appeals a copy of his decision, all material filed on the application and a memorandum setting forth such additional facts as were established before him; and such material and memorandum shall be open to inspection by either party;
- (e) on the appeal, any relevant evidence may be submitted by either party.

(3) The Court of Rental Appeals may require such information in such manner as it may direct, may adopt such procedure at the hearing as it deems proper, may inspect the accommodation and, for the purpose of informing itself in the execution of its powers and duties, shall have the powers of a commissioner appointed under the Inquiries Act (R.S.C. 1927, Chapter 99); but no expense shall be incurred without the written authorization of a Rentals Administrator.

(4) The said Court may confirm or revoke the decision of the Rentals Appraiser or make such variation or fixation of the maximum rental as could be made by the Rentals Appraiser under the provisions of this Order.

(5) The decision of the said Court shall be on a form provided by the Board and shall be conclusive as between the parties.

(6) On any appeal under this Section, no costs shall be awarded to either party.

## PART II—TERMINATION OF LEASES FOR HOUSING ACCOMMODATION

### *Dispossession under this Order*

12. Except as provided in Sections 13, 14, 15 and 16, no tenant of any housing accommodation shall be dispossessed of such accommodation or be evicted therefrom and no landlord shall demand that any tenant vacate or deliver up possession of any housing accommodation.

### *Dispossession under provincial law*

13. The landlord may recover possession of the accommodation in accordance with the law of the province in which it is situated if the tenant

- (a) is in default in payment of his rent for fifteen days or longer; or
- (b) is breaking any material provision of his lease, other than a provision to vacate, unless the breach is permitted under any Order of the Board; provided that the landlord, before exercising his rights under this Section by reason of this clause, shall inform the tenant in writing of the nature of the alleged breach; or
- (c) is in possession under a lease for a term certain of five months or less made on or after October 1, 1943, provided that this clause shall only apply to the first such lease made in any period of twelve months; or
- (d) is the landlord's employee, servant or agent; or
- (e) must vacate in order to enable the landlord to comply with the order of any duly constituted authority under the law of the province or municipality in which the accommodation is situated, declaring such accommodation as unfit for human habitation; or
- (f) has given to the landlord, after the making of the lease for the accommodation but not as a term of the lease or a condition of obtaining it, a written notice of his intention to vacate the accommodation on a stated date and has failed to so vacate; or
- (g) is in occupation under a lease for a term certain, has received from the landlord a demand for renewal in accordance with Section 18, has not given to the landlord a notice of renewal in accordance with Section 19, and has failed to vacate at the end of such term certain; or
- (h) is in occupation under a lease that is not for a term certain, has received from the landlord a notice in accordance with Section 17 and has not given to the landlord a notice in accordance with such Section; or
- (i) is in occupation of housing accommodation that is customarily let for a season or seasons and his lease is for a season or a part thereof; or
- (j) is a tenant in respect of whom an order has been made by the Court of Rental Appeals under Section 14; or
- (k) has been given a notice to vacate in accordance with Section 15 or Section 16; or
- (l) is a tenant of His Majesty in right of Canada or of any province thereof; or
- (m) has assigned his lease or has sub-let the entire accommodation for the remainder of the term of the lease, and for the purposes of this clause the term of a periodic tenancy shall be the current lease month in the case of a monthly lease and the current lease year in the case of a yearly lease. A landlord shall not be entitled to exercise his rights under this Section by reason of this clause if, by privity of contract, consent or otherwise, the relation of landlord and tenant has been established between him and the assignee or sub-tenant as the case may be.

### *Dispossession of obnoxious tenants*

14. (1) If the landlord of any housing accommodation wishes to terminate the tenant's lease because the conduct of the tenant or his sub-tenant or someone living with the tenant or sub-tenant is obnoxious to the other occupant or occupants of the building in which the accommodation is situated, or tends to harm its character, or because the tenant or his sub-tenant or someone living with the tenant or sub-tenant is damaging the accommodation or because the tenant or sub-tenant by not taking reasonable care of it is causing it to deteriorate, the landlord may apply to the Court of Rental Appeals for an order exempting the lease from the provisions of this Part.



- (2) The application shall be made in the following manner:
- (a) a form of application provided by the Board shall be completed in duplicate by the landlord and all information required by such form shall be given;
  - (b) both copies of the application shall be filed with the Rentals Appraiser;
  - (c) the Rentals Appraiser shall ascertain from the Court of Rental Appeals the date of the hearing of the application;
  - (d) the Rentals Appraiser shall forward a copy of the application to the tenant by registered mail and shall forward to both parties a notice stating the date on which the Court of Rental Appeals will hear the application, unless the Court itself forwards such notice to both parties;
  - (e) the tenant may, within ten days after the date on which the application was mailed to him, forward or give to the Rentals Appraiser any written statement that he desires to make;
  - (f) the Rentals Appraiser shall forward to the Court of Rental Appeals all material filed on the application.
- (3) On the hearing of the application, the Court of Rental Appeals may require such information in such manner as it may direct, may adopt such procedure as it deems proper and may grant or refuse the order; but no costs shall be awarded to either party.

*Dispossession for purpose of personal residence*

15. (1) If the landlord of any housing accommodation desires the accommodation as a residence for himself or for his father, mother, son, daughter or daughter-in-law for a period of at least one year from the date of vacation by the tenant, or if the personal representative of the deceased landlord desires the accommodation as a residence for the father, mother, son, daughter, daughter-in-law, widow or widower of the deceased landlord for at least that period, he may give to the tenant a notice to vacate which shall be on a form provided by the Board or in the form set forth in the Appendix to this Order as Form No. 1.

(2) Unless the lease provides for a longer notice, at least six months' notice to vacate shall be given directing the tenant to vacate

- (a) in the case of a monthly lease, at the end of a lease month or, in the case of a weekly lease, at the end of a lease week, but in neither case between September 30 and the following April 30;
- (b) in the case of any other lease not for a term certain, at the end of the term or, if the unexpired portion of the term is less than six months, at the end of the following term;
- (c) in the case of a lease for a term certain, at the end of the term, but if the unexpired portion of the term is less than six months at the date on which the notice is given, the notice shall be null and void and the provisions of Section 20 shall apply.

(3) If a tenant is required to vacate any housing accommodation under this Section, the accommodation shall not, without a permit in writing of the Rentals Appraiser, be rented in whole or in part to another tenant or be sold to any person during a period of one year from the date on which the notice directs the tenant to vacate.

*Dispossession for purpose of sub-division*

16. (1) If the landlord of any housing accommodation desires possession of the accommodation for the purpose of dividing it by means of structural alteration into family units, so as to accommodate more persons in the accommodation he may make an application to the Rentals Appraiser for a permit to give a notice to vacate to the tenant.

(2) The application shall be on a form provided by the Board and all information required by the form shall be given.

(3) The landlord shall file with the application his plans of the proposed division and shall satisfy the Rentals Appraiser that he has obtained or is able to obtain from all proper authorities any necessary permits for the division.

(4) The Rentals Appraiser may require any additional information, may inspect the accommodation and may grant or refuse the permit.

(5) If the Rentals Appraiser refuses to grant a permit under this Section, the landlord may appeal to the Court of Rental Appeals; in which case, the Rentals Appraiser shall forward to the Court all material filed with him and a memorandum of any additional information obtained by him and the Court shall have all the powers conferred on the Rentals Appraiser by this Section.

(6) If a permit is granted under this Section, the landlord may give to the tenant a notice to vacate which shall be on a form provided by the Board or in the form set forth in the Appendix to this Order as Form No. 2.

(7) Unless the lease provides for a longer notice, at least three months' notice to vacate shall be given directing the tenant to vacate

- (a) in the case of a monthly lease, at the end of a lease month or, in the case of a weekly lease, at the end of a lease week, but in neither case between September 30 and the following April 30;
- (b) in the case of any other lease not for a term certain, at the end of the term or, if the unexpired portion of the term is less than three months, at the end of the following term;
- (c) in the case of a lease for a term certain, at the end of the term, but if the unexpired portion of the term is less than three months at the date on which the notice is given, the notice shall be null and void and the provisions of Section 20 shall apply.

(8) If a tenant is required to vacate any housing accommodation under this Section, the accommodation shall not, without a permit in writing of the Rentals Appraiser, be rented in whole or in part to another tenant or be sold to any person until the division specified in the application is completed. This subsection shall not prevent a landlord from making a lease of any family unit referred to in subsection (1) preceding for occupation by the tenant after completion of the unit.

*Increasing rental to maximum rental*

17. (1) If the rental for any housing accommodation payable under a lease that is not for a term certain is less than the fixed maximum rental for the accommodation and the maximum rental has not been increased by reason of the sub-letting referred to in clause (f) of subsection (1) of Section 7 the landlord may give to the tenant a notice which shall be on a form provided by the Board or in the form set forth in the Appendix to this Order as Form No. 3, requiring the tenant to pay a specified increased rental not exceeding the fixed maximum rental for the accommodation.

(2) If the maximum rental for any housing accommodation has been increased by reason of a sub-letting referred to in clause (f) of subsection (1) of Section 7, and the tenant's lease is not for a term certain, the landlord may give to the tenant a notice which shall be on a form provided by the Board or in the form set forth in the Appendix to this Order as Form No. 4, requiring the tenant to pay a specified increased rental, not exceeding the increased maximum rental for the accommodation; and, if the tenant gives to the landlord the notice referred to in subsection (4) of this Section, the increased rental shall be payable until the end of the lease month in which the tenant discontinues the sub-letting and notifies the landlord in writing of such discontinuance; if the tenant thereafter resumes the sub-letting of more than two rooms, the increased maximum rental shall be payable by the tenant from the date of such resumption while such sub-letting continues.

(3) The notice referred to in subsection (1) and (2) shall be given not later than the time prescribed by the law of the province in which the accommodation is situated for the giving of a notice to vacate, and shall require payment of the increased rental from the date on which the tenant would have been required to vacate had the notice been a notice to vacate under such law.

(4) Unless the tenant, within fifteen days after receipt of the notice, gives to the landlord a notice in writing agreeing to pay such increased rental, the notice given by the landlord shall be deemed to have terminated the lease and the landlord may recover possession of the accommodation in accordance with the law of the province in which it is situated.

*Landlord's demand for renewal*

18. (1) If the landlord under any lease of housing accommodation for a term certain desires to ascertain whether the tenant is willing to renew the lease or intends to vacate the accommodation at the end of the term, he may give to the



tenant a demand for renewal, which shall not be given earlier than three months before the date of expiration of the term or later than fifteen days before such date of expiration.

(2) A demand for renewal at the same rental shall be on a form provided by the Board or in the form set forth in the Appendix to this Order as Form No. 5.

(3) If the rental payable under the lease is less than the fixed maximum rental for such accommodation and has not been increased by reason of a sub-letting referred to in subsection (1) of Section 7, the landlord may require payment of a specified increased rental, not exceeding the maximum rental, if the tenant renews the lease; and in such case, the demand shall be on a form provided by the Board or in the form set forth in the Appendix to this Order as Form No. 7.

(4) If the maximum rental for any housing accommodation has been increased by reason of a sub-letting referred to in clause (f) of subsection (1) of Section 7 and the tenant's lease is for a term certain, the landlord may give to the tenant a demand for renewal which shall be on a form provided by the Board or in the form set forth in the Appendix to this Order as Form No. 8 requiring the tenant, if he desires to renew the lease, to pay a specified increased rental not exceeding the increased maximum rental for the accommodation; and if the tenant gives the notice of renewal referred to in subsection (1) of Section 19, the increased rental shall be payable during the period of renewal unless the tenant discontinues the sub-letting of more than two rooms and notifies the landlord in writing of such discontinuance, in which case the increased rental shall be payable until the end of the lease month in which the tenant so notifies the landlord; if the tenant thereafter resumes the sub-letting of more than two rooms the increased rental shall be payable by the tenant from the date of such resumption while such sub-letting continues.

#### *Tenant's notice of renewal.*

19. (1) If the tenant of any housing accommodation for a term certain has been given a demand for renewal in accordance with Section 18 and desires to renew his lease, he shall, within fifteen days after receipt of such demand, complete the notice of renewal contained in the demand for renewal and return it to the landlord or give to the landlord a notice of renewal in the form set forth in the Appendix to this Order as Form No. 6.

(2) In the absence of agreement to the contrary, a notice of renewal may not be withdrawn.

(3) In the absence of agreement to the contrary, the period of renewal shall be for a further term certain of one year.

(4) Each renewal for a term certain arising under a notice of renewal given under this or any previous Order of the Board shall constitute a lease.

#### *Overholding in absence of demand for renewal.*

20. If the tenant of any housing accommodation for a term certain to whom the provisions of Section 13 do not apply has not been given a demand for renewal, he may, at his option, vacate the accommodation at the end of such term or remain in possession of the accommodation; but, if he remains in possession, the landlord may, before accepting payment of any rent, require that the tenancy shall be from month to month but, in the absence of such a requirement, the period of tenancy created by the payment and acceptance of rent shall, in the absence of agreement to the contrary, be governed by the law of the province in which the accommodation is situated.

#### *Landlord's right of inspection.*

21. (1) In the absence of agreement with the tenant to the contrary, the landlord of any housing accommodation shall be entitled to show or have his agent show prospective buyers through the accommodation at all reasonable times,

- (a) if the lease in effect on October 1, 1943 is not for a term certain; or
- (b) during the period of renewal arising as the result of a notice of renewal given under the provisions of Order No. 108 of the Board in the case of a lease for a term certain; or
- (c) if the tenant remains in possession of the accommodation under Section 20.

(2) If the tenant refuses to permit the inspection, the landlord may apply to the Rentals Appraiser for a notice by such Appraiser directing the tenant to permit any person specified in the notice to inspect the accommodation at a time specified in the notice and informing the tenant that, if he fails to permit such inspection, the landlord may apply to the Court of Rental Appeals for an order exempting the lease from the provisions of this Part.

(3) If, after receipt of the notice by the Rentals Appraiser, the tenant fails to permit the inspection, the landlord may make an application to the Court of Rental Appeals for an order exempting the lease from the provisions of this Part; in which case the provisions of subsections (2) and (3) of Section 14 shall apply.

#### *Rights of sub-tenants*

22. (1) A sub-tenant of any housing accommodation shall have, in respect of the tenant of the accommodation, the same rights and obligations under this Order as the tenant has in respect of his landlord.

(2) If the landlord of any housing accommodation terminates the tenant's lease for the accommodation in accordance with this Order, no sub-tenant of the accommodation may remain in occupation of the accommodation after the date of such termination except to the extent that he has acquired such right against the landlord under the law of the province in which the accommodation is situated by establishing privity of contract with or obtaining the consent of the landlord or otherwise.

### **PART III—SHARED ACCOMMODATION**

#### *Shared accommodation in designated area*

23. This Order shall not apply to any shared accommodation situated in any area referred to in Administrator's Order No. A-421, or in any area designated under the authority of the Administrator's Order No. A-488 or under any Order of the Board respecting shared accommodation.

#### *Dispossession under provincial law*

24. Part II of this Order shall not apply to any shared accommodation and the landlord may recover possession of the accommodation in accordance with the law of the province in which it is situated.

#### *Shared accommodation when let as a unit*

25. All shared accommodation (other than that referred to in Sections 23 and 26) shall be deemed to be housing accommodation to which all the provisions of Part I of this Order shall apply.

#### *Shared accommodation let at a rate per person*

26. No person shall let any shared accommodation at a rate per person unless the accommodation is equipped and furnished (including bedding, linen and the laundering thereof) for the sleeping accommodation of each occupant. For the purposes of this Part, when shared accommodation is let at a rate per person the occupant of the accommodation shall be deemed to be a roomer (or a boarder if any meals are supplied to him for an inclusive rate).

#### *Maximum rate per person*

27. (1) If any shared accommodation is equipped and furnished (including bedding, linen and the laundering thereof) for the sleeping accommodation of each occupant,

- (a) the maximum rate per person at which the landlord of such accommodation may let it to any number of occupants shall be the rate per person that he had in effect for that number of occupants on July 1, 1943;
- (b) the maximum rate per person at which the landlord may let such accommodation to a number of occupants, for which number he had no rate per person in effect on July 1, 1943, shall be the rate per person first charged by him after July 1, 1943, for that number of occupants.



(2) No person shall charge, demand, receive, collect or pay for any shared accommodation a rate per person that is higher than the maximum rate per person fixed for the accommodation under this Section, except to the extent that it is varied under Section 28.

*Variation of per person rates*

**28.** (1) An application may be made by the landlord of any shared accommodation to the Rentals Appraiser to increase the maximum rate per person for the accommodation by reason of either of the following special circumstances:

- (a) the maximum rate per person is lower than the rate per person generally prevailing for similar occupancy of similar accommodation in the neighbourhood;
- (b) the supplying of any furniture, furnishings, equipment, fixtures, services, meals or facilities that were not supplied or to be supplied for such maximum rate; in either of which cases, the Rentals Appraiser, if satisfied that such maximum rate per person is lower than the rate generally prevailing for similar accommodation in the neighbourhood, may increase it to an amount not exceeding such generally prevailing rate.

(2) An application may be made by a roomer or a boarder to decrease the maximum rate per person for the shared accommodation which he occupies, by reason of either of the following special circumstances:

- (a) the maximum rate per person is higher than the rate per person generally prevailing for similar occupancy of similar accommodation in the neighbourhood;
- (b) the lessening of any furniture, furnishings, equipment, fixtures, services, meals or facilities that were supplied or to be supplied for such maximum rate;

in either of which cases, the Rentals Appraiser, if satisfied that such maximum rate person is higher than the rate per person generally prevailing for similar occupancy of similar accommodation in the neighbourhood, may decrease it to the amount of such generally prevailing rate.

*Posting up maximum rates*

**29.** A Rentals Administrator may from time to time by notice published in Canadian War Orders and Regulations require landlords of any shared accommodation in any area designated in the notice to keep posted in a conspicuous place in the accommodation a maximum rate card on a form provided by the Board, or to complete any form designated in the notice and file it with such officer as the notice may direct.

PART IV—GENERAL PROVISIONS

*All leases amended*

**30.** All leases made before or after October 1, 1943, shall be deemed to be amended in so far as is necessary to give effect to the provisions of this Order.

*Notices, etc., to and by wives, etc.*

**31.** For the purposes of this Order,

- (a) any demand for renewal, notice of intention to vacate or other document that is required or permitted by this Order to be given by or to any person may be given by or to the widow, widower or legal representative of any such person or the wife or husband of any such person who is a member of His Majesty's Forces;
- (b) any application, statement or other document that is required or permitted by this Order to be made, filed or posted by any person may be made, filed or posted by the widow, widower or legal representative of any such person or the wife or husband of any such person who is a member of His Majesty's Forces;

- (c) personal occupation of any housing accommodation by the wife, husband, widow or widower of the landlord or of the tenant of such accommodation shall be deemed to be personal occupation by such landlord or tenant.

*False statement*

**32.** (1) No person shall make any false or misleading statement or representation in or in respect of any notice, demand, application, return, receipt, statement or other document that is required or permitted by or under this Order to be given, made, filed or posted.

(2) No person shall dispossess or evict any tenant from any housing accommodation, or require any tenant to vacate or deliver up possession of any housing accommodation, under any false or misleading representation.

*Agreement to waive rights*

**33.** Any agreement in a lease under which the tenant agrees to waive any of his rights under this Order shall be null and void.

*Certain consideration deemed to be rental*

**34.** (1) Any payment passing to the landlord in consideration of the right to possession or right to continue in possession of any housing accommodation or shared accommodation shall be deemed to be rental.

(2) In any case in which the right to possession of any housing accommodation or shared accommodation is conditional upon purchase by the tenant of any furniture or other chattels, any sum paid or to be paid therefor in excess of the fair market value of such furniture or chattels shall be deemed to be rental.

(3) Any agreement of sale of housing accommodation which provides for forfeiture in the event of default in payment of the purchase price without liability for the unpaid part of such price shall, for the purposes of this Order, be deemed to be a lease and any payments made thereunder shall be deemed to be rental.

(4) If any agreement between a landlord and a tenant of any housing accommodation provides for payment by the tenant, in addition to the stipulated rental, of any sum as consideration for an option granted to the tenant to purchase the accommodation, such sum shall be deemed to be rental.

*Statement by landlord to tenant*

**35.** In every case in which a lease or renewal of a lease for any housing accommodation or shared accommodation other than that referred to in Sections 26 and 27 is made

- (a) to a new tenant, or
- (b) at a change in rental, or
- (c) involving a change in the furniture, furnishings, equipment, fixtures, services or facilities of the accommodation,

the landlord or his agent shall, at the time of making such lease or renewal, give to the tenant a signed statement on a form provided by the Board, showing the maximum rental for the accommodation and such further information as is required by the form, and shall forward a signed copy of the statement to the Regional Rentals Office within ten days thereafter.

*Powers of Rentals Administrator*

**36.** (1) Notwithstanding anything contained in this Order, a Rentals Administrator may

- (a) require any person to furnish any information in any specified form and manner;
- (b) enter or authorize any other person to enter any housing accommodation or shared accommodation to inspect it or to examine any books, records and documents relating thereto;



- (c) require any person to produce any or all books, records and documents relating to any housing accommodation or shared accommodation at any place before the Rentals Administrator or before any person appointed by him; and may take or authorize any person to take possession of any or all such books, records and documents;
  - (d) exempt any lease from any provision of this Order, effective on and after such date as he may designate;
  - (e) fix or vary the maximum rental for any housing accommodation or shared accommodation that is not the subject of a pending application or appeal;
  - (f) refer to a Rentals Appraiser the fixation or variation of any maximum rental that has not been fixed or varied by a decision made under the authority of the Board;
  - (g) vary any decision of a Rentals Appraiser that is not the subject of a pending appeal or, with the approval of the Chairman of the Board, vary any decision of a Court of Rental Appeals fixing or varying a maximum rental;
  - (h) authorize the re-opening of any decision fixing or varying a maximum rental and the re-consideration of the matter as if the decision had not been made;
  - (i) for any area, appoint any person as a Rentals Appraiser with such of the powers of a Rentals Appraiser under this Order as he may designate;
  - (j) determine whether any particular real property is housing accommodation or commercial accommodation or shared accommodation or a hotel or any real property or accommodation referred to in subsection (1) of Section 2 and may direct that such real property shall be governed by the provisions of such Order of the Board as he may designate accordingly; and such determination and direction shall be conclusive.
- (2) A Rentals Administrator shall have the powers of a commissioner appointed under the Inquiries Act.
- (3) The method and procedure of exercising his powers shall be such as a Rentals Administrator may adopt.
- (4) The decision of a Rentals Administrator shall be final and conclusive.

#### *Area having no Rentals Appraiser*

37. In any area in which no Rentals Appraiser is appointed, all applications under this Order shall be made to the Court of Rental Appeals for such area, in which case all of the provisions of this Order shall apply as if the application were made to a Rentals Appraiser and the decision of that Court shall be conclusive as between the parties.

#### *Previous Orders*

38. Orders Nos. 108 and 183 of the Board are hereby revoked and the provisions of this Order are substituted therefor; provided that

- (a) all applications received before October 1, 1943, by a Rentals Committee or by a Court under the provisions of Order No. 108, or required to be made under such provisions by reason of a notice to vacate given before October 1, 1943, shall be disposed of in accordance with that Order, and
- (b) the provisions of Order No. 108 shall govern all rights and obligations resulting from a notice to vacate, demand for renewal or notice of renewal given before October 1, 1943, in accordance with such provisions.

#### *Effective date*

39. This Order shall be effective on and after the 1st day of October, 1943.

Made at Ottawa, the 16th day of July, 1943.

D. GORDON,  
Chairman.

## APPENDIX

### MAXIMUM RENTALS FIXED BEFORE OCTOBER 11, 1941

1. Before October 11, 1941, Order No. 7 of the Board was in effect in the following areas. Under that Order, the maximum rental for housing accommodation situated in any of those areas is as follows:—

- (a) for any housing accommodation for which there was a lease in effect on January 2, 1940, the maximum rental is the rental in effect on that date;
- (b) for any housing accommodation for which there was no lease in effect on January 2, 1940, but for which there was a lease in effect at some time or times during 1939, the maximum rental is the rental payable under the latest lease in 1939.

#### AREAS

##### Alberta:

Calgary.

##### British Columbia:

Nanaimo and Districts of Nanaimo, Mountain and Wellington; New Westminster; Prince Rupert; Vancouver, North Vancouver; Victoria, Esquimalt, Saanich, Oak Bay and the district commonly known as View Royal and being those portions of Sections 3, 27, 8 and 92 in Esquimalt District lying to the northwest of the Island Highway.

##### Manitoba:

Brandon.

##### Nova Scotia:

Dartmouth and Woodside; Halifax, Armdale, Rockingham Station, Dutch Settlement, Fairview Station, Falkland, Jollimore and Melville; New Glasgow, Trenton, Stellarton and Westville; Sydney.

##### Ontario:

Barrie; Kingston, Portsmouth; Ottawa, Eastview, New Edinburgh, Overbrook, Rockcliffe, Westboro and Woodroffe; Parry Sound, Nobel and Townships of McDougall and Foley; Trenton; Windsor.

##### Quebec:

Brownsburg; Thetford Mines.

2. Before October 11, 1941, Order No. 33 of the Board was in effect in the following areas. Under that Order, the maximum rental for housing accommodation situated in any of those areas is as follows:—

- (a) for any housing accommodation for which there was a lease in effect on January 2, 1941, the maximum rental is the rental in effect on that date;
- (b) for any housing accommodation for which there was no lease in effect on January 2, 1941, but for which there was a lease in effect at some time or times during 1940, the maximum rental is the rental payable under the latest lease in 1940.

#### AREAS

##### Alberta:

Camrose; Claresholm; Edmonton, including the area known as Dunvegan Yards, and the Town of Beverley; Lethbridge; Medicine Hat; Red Deer, the Village of North Red Deer and the District of Pine Lake.

##### British Columbia:

The area known as North Saanich.

##### Manitoba:

Dauphin.



## New Brunswick:

Moncton, the Town of Sunny Brae, the Parish of Moncton in the County of Westmorland and the Parish of Coverdale in the County of Albert; Sussex.

## Nova Scotia:

Truro; Yarmouth.

## Ontario:

Alliston and the Township of Tosorontio; the Township of Essa including Cookstown; Stayner, the Village of Creemore and that part of the Township of Nottawasaga lying south of Provincial Highway Routes Nos. 26 and 91 and east of the Highway between Concessions 4 and 5 leading southward to the Village of Creemore; that part of the Township of Sunnidale lying south of Provincial Highway Route No. 26, including New Lowell; the Township of Vespra (all in the County of Simcoe).

Belleville.

Brockville.

Fort William and Port Arthur.

Goderich.

Hamilton; the Town of Dundas; that part of the Township of Ancaster lying north of Provincial Highway Route No. 53 and east of the line between Township lots 36 and 37; the Townships of Barton and Saltfleet; the Village of Stoney Creek, the Village of Waterdown; those parts of the Township of East Flamborough lying south and east of Provincial Highway Route No. 5; the Town of Burlington; that part of the Township of Nelson lying south and east of Provincial Highway Route No. 5; Burlington Beach and Hamilton Beach.

Niagara Falls; the Township of Stamford, Fort Erie and Fort Erie North; the Village of Crystal Beach and the Township of Bertie.

Ojibway, Lasalle and the Township of Sandwich West; Riverside, Tecumseh and the Township of Sandwich East.

Oshawa, Whitby; the Townships of Whitby, Whitby East and Pickering.

Pembroke and the Townships of Pembroke, Stafford, Alice and Petawawa.

Peterborough; that part of the Township of North Monaghan bounded on the east and southeast by the Otonabee River, on the north by McKellar Street and on the west by Monaghan Road, including both sides of such streets; that part of said Township consisting of Kenneth Avenue, High Street, Frank Street, Chamberlain Street, Brown Street, Lundy's Lane, Romaine Street west and St. Mary's Street; that part of Smith Township consisting of Wolseley Street, Bennett Street and Bellevue Avenue; that part of Douro Township consisting of River Road and Leahy's Lane.

Prescott, and those parts of the Townships of Edwardsburg and Augusta lying south of the Canadian National Railway line to Montreal, west of Provincial Highway Route No. 16 and east of Conway's Creek.

Sault Ste. Marie.

St. Catharines; Merriton; Port Dalhousie; that part of the Township of Grantham lying west of the New Welland Canal; the Township of Louth.

Those parts of the Townships of Gloucester and Nepean, in the County of Carleton, not included in the areas to which Order No. 7 applied.

Welland and the Township of Crowland; Thorold and the Township of Thorold; the Village of Fonthill and the Township of Pelham; Port Colborne, the Village and Township of Humberstone.

## Quebec:

Arvida; Chicoutimi; the Towns of Jonquière and Kénogami; the Villages of Rivière-du-Moulin and Ste. Anne-de-Chicoutimi; the Parishes of Jonquière, Simard, Tremblay and Chicoutimi.

Lachute and the municipalities of Chatham and St. Jérusalem; the Town and municipality of Ste. Thérèse de Blainville; the Town of Ste. Rose; the municipality of St. Janvier; the Town of St. Jérôme.

Valleyfield; the Villages of Bellerive, Nouveau-Salaberry, Ste. Cécile and St. Timothée; the Parishes of Grande Ile, Ste. Cécile and St. Timothée (all in the County of Beauharnois).

## Saskatchewan:

Regina; the Village of North Regina; those parts of Sections 29, 30, 31 and 32 in Township 17, Range 19, west of the second meridian, lying outside the city of Regina and including that area commonly known as North Annex.

Swift Current.

Yorkton.

## FORMS

## FORM No. 1

Notice to Vacate for the purpose of Personal Residence.

Date.....

To (name and address of tenant)

Take notice that I require you to vacate housing accommodation known as ..... on the ..... day of ....., 194 , next, as I desire the accommodation as a residence for.....for (one of the persons named in Section 15 (1)) a period of at least one year from the date on which this notice directs you to vacate.

.....  
Landlord.

## FORM No. 2

Notice to Vacate for the purpose of sub-division.

Date.....

To (name and address of tenant)

Take notice that I require you to vacate housing accommodation known as ....., on the ..... day of ....., 194 , next, as I desire possession of the accommodation for the purpose of dividing it by means of structural alteration into family units so as to accommodate more persons in the accommodation. Permit No. .... for the giving of this notice has been granted by the Rentals Appraiser.

.....  
Landlord.

## FORM No. 3

Notice to Tenant to Pay Increased Rental  
(Lease not for a term certain)

Date.....

To (name and address of tenant)

1. Take notice that on and after the ..... day of ....., 194 , next, I require you to pay a rental of \$.....per month, being a rental not in excess of the maximum rental for the housing accommodation of which you are my tenant.

2. And further take notice that unless you notify me in writing within fifteen days after you receive this notice that you will pay a rental of \$..... per month, you must vacate the housing accommodation known as ..... on the ..... day of ....., 194 , next.

(fill in same date as in paragraph 1)

.....  
Landlord.



## FORM No. 4

Notice to Tenant to Pay Increased Rental  
(Tenant sub-letting—lease not for term certain)

Date.....

To (name and address of tenant)

1. Take notice that on and after the ..... day of ....., 194 , next, I require you to pay a rental of \$..... per month, being a rental which does not exceed the increased maximum rental granted because you are sub-letting more than two rooms in the accommodation of which you are my tenant.

2. And further take notice that unless you notify me in writing within fifteen days after you receive this notice that you will pay a rental of \$..... per month, you must vacate the housing accommodation known as ..... on the ..... day of ....., 194 , next.

(insert same date as in paragraph 1)

3. If, within fifteen days after you receive this notice, you notify me in writing that you will pay a rental of \$..... per month, such increased rental shall be payable until the end of the lease month in which you discontinue the sub-letting of more than two rooms in the accommodation and notify me in writing of such discontinuance, and the rental payable thereafter shall be \$..... per month, being a rental not in excess of the previous maximum rental for the accommodation, but if, after you so notify me, you resume the sub-letting of more than two rooms, the increased rental of \$..... per month shall be payable from the date on which you resumed such sub-letting.

Landlord.

## FORM No. 5

LANDLORD'S DEMAND FOR RENEWAL AT SAME RENTAL  
(Lease for a term certain)

Date,.....

To (name and address of tenant)

Take notice that, if you desire to renew your lease of housing accommodation known as.....for a further term certain of one year commencing the.....day of....., 194 , next, at \$..... per month, being the rental payable under your present lease, you are required to complete the attached notice of renewal, being Form No. 6, and return it to me within fifteen days after you receive this demand for renewal, or you may give to me, within that time, a notice of renewal in the same words as Form No. 6, but if you do not give to me a notice of renewal within fifteen days you will have no further right to possession of the accommodation after the..... day of....., 194 .

Landlord.

## FORM No. 6

## TENANT'S NOTICE OF RENEWAL

Date.....

To (name and address of landlord)

Take notice that, at the termination of my lease of housing accommodation known as....., I desire to renew the lease for a further term certain of one year at \$.....per month, as specified in your demand for renewal.

Tenant.

## FORM No. 7

## LANDLORD'S DEMAND FOR RENEWAL AT INCREASED RENTAL

(Lease for a term certain)

Date.....

To (name and address of tenant)

Take notice that, if you desire to renew your lease of housing accommodation known as....., for a further term certain of one year, commencing the.....day of....., 194 , next, at a rental of \$.....per month, being a rental not in excess of the maximum rental for the accommodation, you are required to complete the attached notice of renewal, being Form No. 6, and return it to me within fifteen days after you receive this demand for renewal, or you may give to me, within that time, a notice of renewal in the same words as Form No. 6, but if you do not give to me a notice of renewal within fifteen days you will have no further right to possession of the accommodation after the..... day of....., 194 .

Landlord.

## FORM No. 6

## TENANT'S NOTICE OF RENEWAL

Date.....

To (name and address of landlord)

Take notice that, at the termination of my lease of housing accommodation known as....., I desire to renew the lease for a further term certain of one year at \$.....per month, as specified in your demand for renewal.

Tenant.



## FORM No. 8

## LANDLORD'S DEMAND FOR RENEWAL AT INCREASED RENTAL

(Tenant sub-letting — lease for a term certain)

Date.....

To (name and address of tenant)

1. Take notice that, if you desire to renew your lease of housing accommodation known as....., for a further term certain of one year, commencing the.....day of....., 194 , next, at \$..... per month, which amount does not exceed the increased maximum rental granted because you are sub-letting more than two rooms in the accommodation, you are required to complete the attached notice of renewal, being Form No. 6, and return it to me within fifteen days after you receive this demand for renewal, or you may give to me, within that time, a notice of renewal in the same words as Form No. 6, but, if you do not give to me a notice of renewal within fifteen days you will have no further right to possession of the accommodation after the .....day of....., 194 .

2. If, within fifteen days after you receive this demand for renewal, you give me the notice of renewal referred to in paragraph 1, the increased rental of \$..... per month shall be payable during the renewal period unless you discontinue sub-letting more than two rooms and notify me in writing of such discontinuance, in which case the increased rental of \$.....shall be payable until the end of the lease month in which you so notify me and the rental payable thereafter shall be \$.....per month, being a rental not in excess of the previous maximum rental for the accommodation, but if, after you so notify me, you resume the sub-letting of more than two rooms the increased rental of \$..... per month shall be payable from the date on which you resume such sub-letting.

Landlord.

## FORM No. 6

## TENANT'S NOTICE OF RENEWAL

Date.....

To (name and address of landlord)

Take notice that, at the termination of my lease of housing accommodation known as....., I desire to renew the lease for a further term certain of one year at \$.....per month, as specified in your demand for renewal.

Tenant.