

MARKET WATCH



SOLD



**1134 Sarta Rd
Oakville, Ontario**

A captivating bungalow nestled in the heart of West Oakville, this 4 bedroom, 2 bath home exudes warmth & character, offering a seamless blend of modern comfort & timeless charm. Boasting an array of features, including not one, but 2 fireplaces & a heated backyard pool, this property is an oasis of relaxation and style. Experience the convenience of single-level living in this thoughtfully designed open concept bungalow.

JUST LISTED



**1278 Playler Place
Oakville, Ontario**

This exquisitely renovated 4+2 bedroom, 3+1 bathroom home is a true masterpiece that seamlessly combines modern elegance with comfortable living. Situated in sought-after Glen Abbey, this home offers both style and functionality for today's discerning homeowner. Step inside and be captivated by the spacious open-concept layout, designed to maximize natural light and flow.

FOR SALE



**122 Montrose St N
Cambridge, Ontario**

This charming 1.5 storey detached home features an inground pool and numerous updates that have been thoughtfully carried out over time. Nestled in a prime location, this property offers not only a place to call home, but a lifestyle filled with amenities and possibilities. As you step outside to your private 35 by 66 foot lot, you'll immediately sense the potential that this property holds.

If a Roommate Moves In With a Tenant, Does the Roommate Become Obligated to the Landlord?

When a Landlord and Tenant Enter Into a Rental Agreement the Agreement Contains Contractual Obligations Between the Landlord and Tenant. If the Tenant Brings In a Third Person As a Roommate, Legally, the Third Person Becomes An Occupant Rather Than a Tenant. As An Occupant the Third Person is Without Any Contractual Obligations Owed to the Landlord.

Understanding the Legal Difference Between a Tenant and Occupant Including Relevant Rights and Duties

When a person moves into a rental unit after entering into a lease arrangement, such a person legally becomes a tenant. If the person then brings a third-party person to live in the rental unit, such as a boyfriend or girlfriend, the third-party person becomes an occupant rather than a tenant.

The Law - Contractual Obligations

Defining who is a tenant versus who is merely an occupant was well explained within the Small Claims Court case of Dick v. Robinson, 2021 CanLII 48732 wherein it was said: "Since an occupant or a roommate is not a tenant, that person has no contractual relationship with the landlord, irrespective of whether the occupant or roommate pays a fee to the tenant or subtenant to reside in the rental unit. Where the occupant pays a portion of the rent for the unit directly to the landlord, and defaults in payment of his or her share of the rent, the tenant remains liable to the landlord for payment of the entirety of the rent irrespective of any agreement between the tenant and the occupant with respect to payment of rent."

Independent Responsibility

With the above said, it is important to appreciate that a lack of contractual obligations fails to mean that a lack of any legal responsibility exists between a landlord and an occupant; and accordingly, it is emphasized that only the contractual obligations are lacking; however, civil liability and even criminal sanctions may arise if a landlord engages in misconduct directed toward an occupant or an occupant engages in misconduct directed toward a landlord. For example, if an occupant damages the rental unit or other property of the landlord, the landlord may bring a lawsuit against the occupant. Of course, the lawsuit would need commencement within a court of proper authority, such as the Small Claims Court, rather than the Landlord Tenant Board. Equally, if a landlord were to damage the property of an occupant, the occupant may bring a lawsuit against the landlord; and in such circumstance, such a lawsuit would proceed in a court rather than the Landlord Tenant Board.

Summary Comment

Legally, there is a technical difference between a tenant and an occupant. A tenant will have contractual obligations owed to the landlord and a landlord will have contractual obligations owed to a tenant; however, a landlord and occupant are without contractual obligations owing to each other.

*Source: paladin.legal



CENTURY 21
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August 2023 MARKET STATS

Statistics provided by the Toronto Real Estate Board

CENTURY 21
Miller Real Estate Ltd.
Brokerage

MLS Sales Activity

**AUGUST
2023**

**Units
5,294**

**Average
Price
\$1,082,496**

**AUGUST
2022**

**Units
5,584**

**Average
Price
\$1,079,048**

0.3%
\$1,082,496

YEAR-OVER-YEAR
**AVERAGE
SALE PRICE**

-5.2%
5,294

YEAR-OVER-YEAR
**NUMBER
OF SALES**

-9.1%
20

YEAR-OVER-YEAR
**AVERAGE
DAYS ON
MARKET**

DETACHED	SALES	AVG PRICE
416	451	\$1,635,145
905	1,813	\$1,361,943

TOWNS	SALES	AVG PRICE
416	208	\$971,090
905	728	\$925,718

SEMI	SALES	AVG PRICE
416	138	\$1,235,723
905	308	\$992,822

CONDO	SALES	AVG PRICE
416	1,086	\$724,549
905	523	\$666,167

Can a Tenant Be Evicted For Having a Pet?

A Clause Within a Lease That Purports As a Pet Ban Is Void. Only In Very Limited and Specific Circumstances May a Pet Ban Be Valid.

Understanding That Lease Terms Banning Pets Are Usually Unenforceable Except In Limited Circumstances

A clause within a lease that disallows pets is unlawful and void for being contrary to section 14 of the Residential Tenancies Act, 2006, S.O. 2006, Chapter 17, which forbids a landlord from banning a tenant from owning a pet; and accordingly, even if the tenant previously agreed to the term within a lease, a 'no pets' clause is null and void and unenforceable. The Residential Tenancies Act, 2006 specifically states: A provision in a tenancy agreement prohibiting the presence of animals in or about the residential complex is void.

Exceptions

With the above said regarding the section 14 provision within the Residential Tenancies Act, 2006 that voids a pet ban, a few exceptions to this rule do remain depending on specific circumstances. The exceptions that may allow for a pet ban are found in section 76 of the Residential Tenancies Act, 2006 where it is stated:

- (1) If an application based on a notice of termination under section 64, 65 or 66 is grounded on the presence, control or behaviour of an animal in or about the residential complex, the Board shall not make an order terminating the tenancy and evicting the tenant without being satisfied that the tenant is keeping an animal.
- (2) The Board shall not make an order terminating the tenancy and evicting the tenant relying on clause (1) (a) if it is satisfied that the animal kept by the tenant did not cause or contribute to the substantial interference.
- (3) The Board shall not make an order terminating the tenancy and evicting the tenant relying on clause (1) (b) if it is satisfied that the animal kept by the tenant did not cause or contribute to the allergic reaction.

Summary Comment

In circumstances where a lease governed by the Residential Tenancies Act, 2006 contains a clause banning a tenant from owning a pet, such a clause is, generally, void and unenforceable with some exceptions. The exceptions involve a pet that poses safety risks, such as a demonstrably dangerous dog, or where the pet is substantially interfering with the reasonable enjoyment or living conditions of others residing within the residential complex, such as excessive dog barking, pets causing allergy issues, among some limited other things. Where the exceptions may apply, a landlord may bring an Application to the Landlord Tenant Board seeking an Order allowing a ban on the troublesome pet.

*Source: paladin.legal



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Have questions about your neighbourhood market? We are here to help!

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