

Protection for Students Living in Residence

In consultation with past and present students who have lived in residences that are owned and operated by public post-secondary institutions in Winnipeg and Brandon, the Canadian Federation of Students–Manitoba has developed the following position, and seeks the support of the Manitoba Government, and the Residential Tenancies Branch.

Summary:

Students who live in university or college operated residences in Manitoba are not protected by the *Manitoba Residential Tenancies Act*—legislation that outlines tenant rights.

The *Manitoba Residential Tenancies Act* offers protections to most Manitobans who rent their homes or apartments.

Protections under the Act include rent control and issues of personal security and safety and ensuring that landlords respect privacy and space. These rights and protections are fundamental to safe living environments and that many people take for granted.

In absence of protection under the Act, university and college administrators can violate the privacy of student residents by entering their living quarters with little or no notice, evict student tenants with little or no notice, and impose highly restrictive regulations on students' lives. University and college residents are also not protected from controlled rent increases.

Students do not have the same right to submit complaints or appeal their cases to a neutral body in disagreements with their landlords (the institutions).

Many students who live in campus residences are international students, rural or northern students, students from other provinces and Aboriginal students. Not being protected under the Act makes attending post-secondary education more difficult for students who already face major financial barriers. Including student residences under the *Manitoba Residential Tenancies Act* will ensure that students are protected in their homes, and have the same rights as other renters in the province.

Campaign Goals:

The Federation seeks provincially-mandated standards of protection, accountability and transparency for student residences.

The Federation seeks the inclusion of students and their residences at universities and colleges under the *Manitoba Residential Tenancies Act*.



Residential Tenancies Campaign Q&A

Q. University residence tenancy agreements are usually set for an 8-month academic year. Won't including Student residences in the Act disallow the university from setting specific tenancy dates?

A. The Residential Tenancies Act Part 2, Section 10 reads that A rental period is not required to coincide with a calendar period. So universities can still set the length and dates of tenancies.

Q. University Residences have specific rules and regulations. Won't including student residences under the Act undermine the University's autonomy over these rules?

A. The Residential Tenancies Act Part 2, Section 11(2) reads that A landlord may, in addition to the obligations set out in a tenancy agreement, establish and enforce a rule concerning the tenant's use, occupancy or maintenance of the rental unit or residential complex or services and facilities if the rule is in writing, made known to the tenant, and is reasonable in all the circumstances. Part 5, Section 75 also notes that A tenant shall comply with an additional obligation or rule imposed on the tenant, in accordance with section 11.

So universities can still establish specific rules and guidelines for student residents. Institutional policies not conflicting with the Act are protected under this subsection. So a "no pets", "no noise" and "no smoking" policy can still be established by institutions, and additional rules may apply to individual residents on a case-by-case basis.

Q. What constitutes "reasonable circumstances".

A. The Residential Tenancies Act Part 2, Section 11(3)(a-d) highlight what constitutes as a "reasonable circumstance", including ensuring protection for the landlord's property from abuse, promote the safety of residents, that the rule applies to all tenants in a fair manner and that residents are clearly informed of how to comply with the rules.

Q. The university has forbidden student residents from allowing guests into their dorms or suites. Will inclusion of student residences under the Act change that?

A. Section 5. 66(1) notes that A landlord shall not unreasonably restrict access to a rental unit or reasonable access to and use of common areas in the residential complex by persons entering the residential complex with the express or implied consent of a tenant of the rental unit.

Students should have the right to allow their friends, family or guests into their residences without fear of repercussion.

Q. The university has also restricted political candidates or their representatives from entering student residences. Under the Act, will that change?

A. Section 5. 66(2)(a-b) notes that A landlord shall not restrict reasonable access to rental units or a residential complex between 9:00 a.m. and 9:00 p.m to [...] candidates for election [...] elected officials on business related to his or her elected office.

So under the Act, students living in residences will have more access to become engaged in the broader community, and exercise their democratic rights.

Q. Universities often ask for advance payment of rent, which is difficult because on top of textbooks costs and tuition fees, it is difficult to pay 8-months rent in September. Will the Act change that?

A. Part 2. Section 15. notes that A tenancy agreement shall not provide that rent becomes payable in advance of the payment date specified in the tenancy agreement, and a provision of this kind is void.

Inclusion of students under the Act will ensure that as residents, students are not pre-paying for a service not yet delivered.

Part 2. Section 16. also notes that A landlord shall not require the delivery of a post-dated cheque, negotiable instrument or order of pay for use as payment of rent, but such cheque, negotiable instrument or order may be voluntarily given.

So universities can strongly encourage post-dated cheques for rent as assurance, but not require them.

Residential Tenancies Campaign Q&A

Q. I've had complaints about broken doors and fixtures in my student residence, and the university wouldn't repair it or it took weeks to repair. If I wanted to move out, I would still have to pay for the rest of the academic year's rent. If student residences are included under the Act, will that change?

A. Part 6, Section 89 (1)(a)(i-x) and (b) outline that should the landlord fail to respond to issues outlined in subsections 53, 59, 60, 61, and 62 (changing locks or doors on request, repairing suites or withholding services such as water, electricity or other services agreed upon in the contract), the tenant may give the landlord a notice of termination.

So students who feel that the university is not living up to their end of the agreement can terminate the contract with just cause, without having to pay for the rest of the tenancy agreement.

Q. Because many students graduate or move on from living in residences, the universities require that each year students who want to live in residences must re-apply. Will this change under the Act?

A. Should student residences be included under the Act, they will likely fall under the category of "Temporary Tenancies" as outlined in Section 102 of the Act. In terms of renewals, this means that there would be no automatic renewals of temporary tenancies, as outlined in Part 2, Section 24 of the Act.

Q. The university, security, or Resident Assistants (RA's) have entered my residence without my knowing. Will I be protected from this under the Act?

A. Yes. Part 5, Sections 54(1-3) outlines that A landlord shall not enter a rental unit occupied by a tenant under a tenancy agreement except where (a) an emergency exists and entry to the rental unit is necessary; (b) the tenant consents to the entry [...]

Should the landlord require to enter the suite, Section 54(3 and 4) highlight that there must be at least 24 hours advance notice given to the tenant, and that the tenant has the right to an alternative time for the entry, which must be for reasonable purposes outlined under section 54(3)(i-iv).

This means that the university cannot arbitrarily enter your suite or unit.

Q. I had a get-together with my friends for a glass of wine in my student residence, and was told by my RA that I was not permitted to do so. What rights do I have to use my space?

A. Under the Act, Part 5, Section 62 states that A landlord or a person the landlord permits in the residential complex shall not interfere with the enjoyment of the rental unit or residential complex for all usual purposes by a tenant or a member of the tenant's household.

This means that your residence is your home. As long as your behavior is lawful and not disruptive to others, then you can enjoy your space!

Q. I've had some of my belongings taken away by my RA because I violated a rule. Is this acceptable?

A. Under the Act, Part 5, Section 63 notes that A landlord shall not seize the personal property of a tenant for a contravention by the tenant of the tenancy agreement or this Act, including the obligation to pay rent.

Q. Wouldn't student residences be considered a form of government subsidized housing? Subsidized housing doesn't fall under the Residential Tenancies Act.

A. Subsidized housing is housing where rental rates are decided based on tenant income, or where tenants receive financial reimbursements to aid with the cost of their rent. Like private rental units, rent for living accommodation provided by universities or colleges is based on market-determined values, and therefore should have the same rent increase parameters and overall tenant protections as privately owned rental units.