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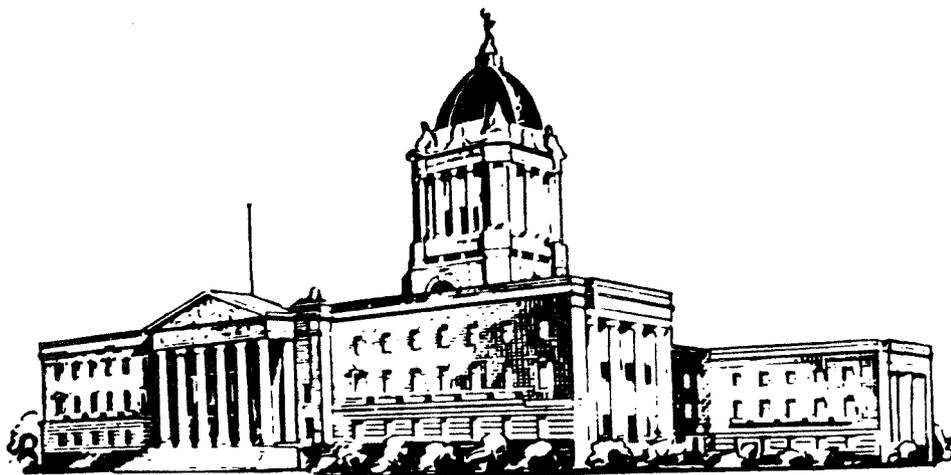


ISSN 0542-5492

Fourth Session — Thirty-First Legislature
of the
Legislative Assembly of Manitoba
STANDING COMMITTEE
ON
STATUTORY REGULATIONS
AND ORDERS

29 Elizabeth II

*Published under the
authority of
The Honourable Harry E. Graham
Speaker*



THURSDAY, 17 JULY, 1980, 2:00 p.m.

MANITOBA LEGISLATIVE ASSEMBLY
Thirty - First Legislature

Members, Constituencies and Political Affiliation

Name	Constituency	Party
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WESTBURY, June	Fort Rouge	Lib
WILSON, Robert G.	Wolseley	PC

LEGISLATIVE ASSEMBLY OF MANITOBA
THE STANDING COMMITTEE ON STATUTORY REGULATIONS AND ORDERS
Thursday, 17 July, 1980

Time — 2:00 p.m.

HAIRMAN — Mr. Warren Steen (Crescentwood).

MR. CHAIRMAN: Order please. We have a quorum. The first person on the list is Mr. Sidney Silverman on his own behalf, I'm told.
Mr. Silverman.

**BILL NO. 83 — AN ACT TO AMEND
THE LANDLORD AND TENANT ACT
AND THE CONDOMINIUM ACT**

MR. SIDNEY SILVERMAN: Good afternoon, Chairman and Members of the Committee. I am quite a little disappointed because you have promised me I'll have a full house. I can't see the cause being full; I'm still looking for people to come.

MR. CHAIRMAN: I got you a cooler day, anyway, Mr. Silverman.

MR. SILVERMAN: Thank you, Mr. Chairman, as you know, my name is Sidney Silverman and I'm presenting this brief on my own behalf. Firstly, I would like to give credit to the government for amending the Landlord and Tenant Act and changing the word from chattels to personal belongings. The tenant abandons his premises and he has left all his chattels behind, including his wife, because a wife is considered a chattel. The tenant's wife told the landlord that he would have to store all the chattels, including her, for 90 days in a safe and dry place. After that period, the chattels, including her, would have to be auctioned off. She asked the landlord to bill the auctioneer all her qualifications and for that particular change I would like to thank the government because from now on we wouldn't be responsible and we wouldn't have to store the tenant's wife. Now you can see the improvement which the government has made. We won't have to store the tenant's wife, only his personal belongings. It appears that giving notice has not been amended with the exception of one word. The problem arises when a landlord must give a written notice while the tenant may give verbal notice. The only change which has been made is that verbal has been changed to oral; that's a big change, meaning that now a tenant will have to give notice with his mouth open. He can't give it halfway open, but it'll have to be all open. The problem remains the same. In one instance, when the tenant gave his verbal notice with his mouth open, the landlord advertised and brought a prospective tenant. The present tenant became annoyed and asked the landlord why he is bringing a prospective tenant. The landlord replied, "You gave me notice." The tenant said, "I only said I would move, and when I will find a nice place and a cheaper rent, only then will I move." Now you see the problem.

Another time when a tenant gave his verbal notice, of course, with his open mouth, the landlord produced a written notice for him to sign but the tenant refused to sign stating "what happens if I can't find another place." So he wants to be sure before he is going to move out that he's going to have a place; never mind the landlord having another tenant. Forget it, the landlord is rich anyway, so what's a month or two months. In this instance, a tenant moved into a two-storey house which had a bedroom on the main floor. The second floor had two bedrooms and a bathroom. He lived there for three months paying only one-month's rent and, of course, the security deposit. He lived another two months without paying and, as usual, he skipped out. When the landlord entered the premises, he found that the tenant had cut a hole in the bedroom floor, on the main floor, not upstairs, and placed an old toilet over it without any connections to flush. He had put a sign on the basement door reading, "Off Limits"; meaning don't go down there. He also left a notice requesting that the landlord refund his security deposit, notwithstanding that the landlord has lost two-months' rent.

Now, gentlemen, it appears that a new tenant organization has been formed and this tenant organization calls itself "Two-by-Four Tenants Organization." When a tenant joins this particular organization he receives a 2x4 and a lecture, what to do with it.

In one instance, a member used a 2x4 to smash 39 panes of glass on the premises and, of course after they did these damages, then they vacated the premises.

In another instance, three brothers rented a house and became members of this organization. Each received a 2x4. One of the brothers all of a sudden died and the others had a rig. On the first of the month and when the landlord came for the rent, instead of the rent they gave him a 2x4. Of course the 2x4s weren't that long; they were about four feet, four and a half feet long.

A MEMBER: That's enough.

MR. SILVERMAN: I should say so. When they gave him the 2x4 they said to the landlord, now the fun starts. What we have to do is chase each other and they chased each other around the yard, out of the house, into the attic and they keep going, into the house and out of the house into the yard, and it took them exactly over an hour. Finally, the landlord had a good beating. What happened to the landlord? He fell to the ground. He was lying there; no mercy for the landlords.

Just imagine, why would the landlord have the nerve to come on the first day of the month and request his rent, so that's why they gave him this particular beating. When he was lying down they tried to put him on the veranda. They carried him; they put him on the veranda and he was lying there for a few minutes and then they decided they'd better call a taxi to take him to the hospital. Actually,

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the taxi came and the cab driver and his cab had also received blows; believe you me you couldn't recognize the taxi, and he had a black eye and that's how the taxi driver was driving the landlord to the hospital. All this happened. These blows came from these 2x4s, you understand that. Now after they performed their duty, they have been recognized by their organization for being brave men to beat up the landlord.

Gentlemen, these are incidents that have happened and they are continuing to happen. I wish I could stay here for an hour or two and I would be able to bring you more of these incidents, which sometimes are actually hard to believe. But in all fairness, gentlemen, it is not that easy a life for the landlords today. Society has changed and of course landlords have changed, and who gets the best of it? And I can assure you that the tenants have the upper hand because they have the first word, the last word and they have all the words in between. And this statement I'm making to you in all fairness which I happen to know that these things happen every day and it is happening even today.

With this, I conclude my brief and I would like to thank you for the time given to me and hopefully, next time when you make some amendments I'll be able to be of service to you. Thank you.

MR. CHAIRMAN: Thank you, Mr. Silverman. I ask everybody that appears here as a delegation if they would permit questions.

MR. SILVERMAN: Oh, if there are any questions I'd be glad to answer them.

MR. CHAIRMAN: To the members of the committee, are there any questions?
Mr. McKenzie.

MR. MCKENZIE: Mr. Silverman, you mentioned that the agreement with the landlord and the tenant had to be in writing whereas the tenant could be oral. Could that not be part of the lease agreement? I think there was one of the committee members . . .

MR. SILVERMAN: Yes. Notwithstanding the Landlord and Tenant Act, which I call the Tenant Act, states specifically that the tenant could give his notice verbally, or orally. I will accept that word anyway. And if the landlord wishes to present to the tenant a written out notice for him to sign, then the tenant would then have to sign, but the problem that happens in that instance is that the tenant refuses to sign and not only refuses, he challenges the landlord and he says do something to me, I'm not signing. Because first of all, I want to find out if I can get another suite, and after I get a suite, I'll move out. You'll come to me, I'll sign it. Only then I will sign it. And that is the problem. Now, if we want to talk about it, I want to say to you that this is unfair, unreasonable and uncalled for; I believe that both sides, the landlord and tenant, should be treated the same. If I deliver a notice in writing, not only does the landlord have to deliver a notice in writing, he also has to state the reason why I'm giving you notice. All we are asking, we want the tenant to give us notice, never mind the reason, for one reason or another. If he doesn't like it, fine; it's his prerogative.

He can move as long as he pays the rent. Of course, some of them give notice and move without paying the rent. But that's another story. What I am saying to you is that it is unfair for anybody to request that one side has to do that, while the other side is not obligated. They can get away.

I can start tearing apart The Landlord and Tenant Act from the beginning to the end, the unfairness, and this is why I, in 1970, came before this Law Amendment Committee. I don't know, there may have been different members, but some of the faces are the same. They may recall the bill that was presented was Bill No. 49. Then, only then, I came before the committee and I stated that it is not a Landlord and Tenant Act and it is a Tenant Act. Of course, I was successful in receiving a couple of amendments then but they didn't go very far. Since then, of course, I have not changed my mind and I'm still calling it a Tenant Act. The Act is read towards the tenant. I can go on and prove it to you that this is what The Landlord and Tenant Act is, unfair to the landlord. The landlord has no say.

The tenant, no matter what he does, he's right. Not the landlord. Because, if the landlord is in contravention under The Landlord and Tenant Act, the Rentalsman then takes him to court before a magistrate and in many instances he has to pay a fine for the very simple reason that he wasn't aware that he is in contravention under The Landlord and Tenant Act. I can say to you, 10 years later, and I can substantiate and I believe the Minister will substantiate that, that at no time was any tenant taken to court regardless what he did wrong under The Landlord and Tenant Act, and I can prove to you that hundreds of landlords have been taken to court for one reason or another, because he was green, he didn't know, he didn't know The Landlord and Tenant Act. He thought that he is doing the right thing, what is proper, but under the Act, no, he couldn't do it. So what did he do? The Rentalsman takes him to court and he has to pay a fine. Now, why should that be? Why shouldn't the law, The Landlord and Tenant Act protect the landlord the same? If I am wrong, sure, I have to be punished; but if you're wrong, why aren't you treated the same? Why am I better than you, or you are better than me? If I am wrong, I am wrong. I think that's a fair comment, you gentlemen will agree, but that is not what is happening today in Winnipeg, in the province of Manitoba.

All due respect to the Rentalsman's office, I say to you that a landlord hasn't got a fair chance to come out then, and he's lucky if he comes out alive. I know of two gentlemen, they collapsed in the Rentalsman's office; they took them to the hospital a couple of years ago. I haven't heard of a tenant collapsing in the Rentalsman's office.

MR. CHAIRMAN: To the members of the committee, are there any further questions? Mr. McKenzie.

MR. MCKENZIE: I have one more. What's the vacancy rate in your apartments, Mr. Silverman?

MR. SILVERMAN: In the apartments on the low price rental units is 15 percent. I can prove it to anyone that challenges this particular figure. I can

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like you down after the meeting any time, I'll show you. There is a little block on Corydon Avenue which has eight suites. All this has been occupied until last year. I'd say that at all times, since over a year and a half ago, this little block has only five suites that have been rented and he has a vacancy of three suites at all times. Needless to tell you, while he's having three vacancies, he also has been faced with increases in the utilities. Like Greater Winnipeg Gas Company, increased only twice this year; we don't know whether they will keep up with their original increases like last year. They increased three times during last year.

The City of Winnipeg Waterworks Department, last year they increased the sewer rate so they left the water rates to be increased this year. And I can assure you that they did increase it this year. Of course, I don't need to say to you that the realty taxes also have been increased. Now, you tell me what has not been increased? The wages, the upkeep of apartments, which has gone up high sky from 6 an hour to 16.50 for a carpenter. We're not talking plumbers; they make more money than a doctor and a lawyer. People say, well, the lawyers are the doctors are the highest paid people in their profession. I say to you that that is wrong. The electrician, the plumber and many others, I certainly could say to you that they make close to those paid

R. CHAIRMAN: Order, order. Mr. Silverman. Mr. Malinowski on a point of order.

R. DONALD MALINOWSKI (Point Douglas): Mr. Chairman, I believe that we have a bill before us, Bill 15; we're talking about The Tenants Act, not about a minimum wage or whatever wage. I believe that Mr. Silverman went very far away from our subject.

R. SILVERMAN: I'm sorry to differ with you.

R. CHAIRMAN: Mr. Silverman, I'll ask you if you'll stick to the bill, please.

R. SILVERMAN: Okay.

R. CHAIRMAN: Can you please shorten your answers a little bit?

R. SILVERMAN: Well if there's any questions, I'll be glad to answer them. I see one of the gentlemen up, raise their right hand.

R. CHAIRMAN: Okay. Mr. Hanuschak, did you wish to ask Mr. Silverman a question?

R. HANUSCHAK: Yes, Mr. Chairman, through you Mr. Silverman, I noted on a couple of occasions at you very carefully avoided including the word "landlord" in the name of the Act and you will also recall that 10 years ago when you appeared before the committee that you were somewhat critical of the use of the word "landlord". As I remember it you said to the committee, what kind of a landlord am I? Nobody calls me lord. So have you come up with some other substitute word for the term "landlord" that we could use?

MR. SILVERMAN: Would you want me to recommend something to replace The Landlord and Tenant Act?

MR. HANUSCHAK: No, just for the word "landlord". Instead of being called landlord, what would you suggest? Even though I call you Lord Silverman all the time, as you know.

MR. SILVERMAN: Now, if you give me a chance for one minute I think I should be able to come up with a nice wording for the Act. I believe that this Act should be called, I would say . . . I wouldn't say manager. I believe that the best word — (Interjection)— No, if I would tell you there are three or four you wouldn't believe me, so there's no use telling you. All limits are reached, so let's forget that wording.

MR. CHAIRMAN: Mr. Silverman, perhaps while you're thinking of the wording and so on, maybe you could answer Mr. Kovnats' question.

Mr. Kovnats.

MR. SILVERMAN: Certainly, I'll be glad to.

MR. KOVNATS: Mr. Silverman, you were talking about an apartment on Corydon that had eight suites, five were rented, three were not rented.

MR. SILVERMAN: That's right.

MR. KOVNATS: Do you believe that increasing the rent by 10 percent, 12 percent, 14 percent, will rent those unrented apartments at this time?

MR. SILVERMAN: At this time?

MR. KOVNATS: Yes.

MR. SILVERMAN: No. If the man who tacked the rent, the landlord — the lord I was going to say because Al Mackling suggested that word — I would say he has not increased the rent since over a year ago, for the very simple reason that he has vacancies, and he maintained. If he is going to increase the rent yet, he may find himself with four or five vacancies and he has suffered quite a great financial loss last year, so he isn't increasing it because for the very simple reason is the market; the supply is greater than the demand at the present time.

MR. KOVNATS: Mr. Silverman, I think I was trying to establish that, that the supply is greater than the demand at this time and the increase in rent would just in fact decrease the possibilities of him renting those apartments. You've just agreed with what I was going to ask. Thank you.

MR. SILVERMAN: Well, I don't think that that will not happen. Those in this particular area where people are actually taking a liking to these particular areas, say they like Wellington Crescent, regardless what people will charge, as long as they will live on Wellington Crescent, then when they go over there to Wellington — I'm giving you an example, I'm not stating just exactly Wellington Crescent but other certain streets where people like to live — and even

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the rent will be say, twice as much as they can get in a different area, they will try to pay twice as much and start to complain that they're paying too much rent. It's their prerogative and I'm saying to you in all honesty that the tenant can go out today and find himself say, a very similar apartment to which he lives right now at a lower rent. Now the only thing that I say is that, in some instances, landlords would have to increase it — and those are isolated cases — over and above 10 percent. We, the landlords, have recommended a 10 percent increase. But why I'm saying they would increase over and above the 10 percent, and those are isolated cases, and I will prove to you that in one particular area — oh, I'm sorry, this is a fourplex — . . .

MR. CHAIRMAN: Mr. Silverman, I'm going to have to caution you. You're starting to repeat yourself when you're answering questions and you . . .

MR. SILVERMAN: Well, he asked me a question and I would like to reply to him why.

MR. CHAIRMAN: Well, you were given 15 minutes for your presentation and you've had some very lengthy answers. We have a list of 80 people who wish to make representations and we're only . . .

MR. SILVERMAN: Well, Mr. Chairman, I was here the whole day yesterday and part of the night. I didn't get home until a quarter to one.

MR. CHAIRMAN: I'm asking you if you could possibly make your answers a little shorter.

MR. SILVERMAN: Okay, I'll shorten the answers, but how much would you like me to shorten them?

MR. CHAIRMAN: A two-by-four size. To the members of the committee, are there any further questions to Mr. Silverman? Seeing none, we thank you kindly, sir.

MR. SILVERMAN: Thank you, and gentlemen.

MR. CHAIRMAN: The next person on the list is Lewis Udow. Lewis Udow. Josephine Kowaluk. Josephine Kowaluk. Mrs. Harvich. Mrs. Harvich, is she present? Robert Cowan, representing tenants in a block owned by Globe General Agencies, Robert Cowan. C.M. Carter, C.M. Carter. M. Sheps, M. Sheps. J.G. Young, listed as a private citizen, J.G. Young. Mrs. Jean Simpson, Mrs. Simpson. Steve Nalewany, present? Madeleine Bernier. John Farquharson representing a group it says, but it doesn't have the name of the group. Yvonne Carroll. The Winnipeg Society of Seniors, Mr. John Lopuck, President. Mr. Lopuck, is he present? Bettian Commadore. Mrs. B. Gordon listed as representing a group but no name given. Mrs. B. Gordon. Stuart Cohen, representing residents of the Grenoble Manor Apartments; Stuart Cohen, is he present? Peter Menzies, Peter Menzies? Jeff Gaye, Jeff Gaye? Harvey Stevens; is Harvey Stevens present? Mr. B. Flower, representing the Manitoba Land Surveyors Association; is Mr. Flower present? A. Sekundiak, A. Sekundiak? Barry Hallson, Barry Hallson? Sally McCulloch, Sally McCulloch? Daly DeGagne, Daly

DeGagne? Neil Sandell, Private Citizen; Neil Sandell? Irvine L. Ross; Mr. Ross you are present.

MR. IRVINE L. ROSS: Thank you, Mr. Chairman. I'm here as a private citizen, my name is Irvine L. Ross. I'm also a committee member of the Tenants Association of 188 Roslyn Road. But I'm here primarily on my own behalf.

Sir, the Minister has been quoted in the news as saying that rents would not exceed an average of 10 percent. I would like to state that my own rate has increased since 1973, 129 percent and this year's current increase alone, is 33 percent — 134 a month more than I paid last year. This percentage increase is common to the tenants in our apartment block and it's possibly higher in some cases on account of equalization. I'd like to state, in an aside, if I may, that I'm working at full capacity right now to enable me to pay the rent of last year. I don't anticipate, nor do I desire to work at 133 percent of my present capacity.

I believe that the primary reason for this outrageous increase is to obtain a maximum number of lease vacancies. You see, this block was purchased last year, in early 1979, by Adway Marketing and Management. I might say, the same notorious owner of 55 Nassau Street and other places about which you heard yesterday. A few months after they took over, we were offered leases, just prior to the end of June, because our renewal date is October 1, and these leases incorporated a consent provision, which is, incidentally, I'm told by the Rentalsman, legal. The consent provision was for conversion to condominium. The sweetener that they offered was no increase in rent that year. The vast majority of the tenants in this 34-suite apartment block returned their leases signed but with the offending clause deleted and marked "not acceptable". Since Adway needed 50 percent consent from the tenants, they embarked on a new course and notwithstanding what the Minister advised us yesterday, that they cannot get around that 50 percent consent requirement. — (Interjection)— Thank you. I'd like to draw this to your further attention: They first fired the resident couple who were the caretakers as of November 30 of last year. Then they converted that one bedroom apartment and one other vacant two bedroom apartment into display suites at a very very lavish cost. It is unbelievable the amount of money they spent on the display suites, which were there only for the purpose of displaying condominiums.

In January of 1980, we formed a tenants association and a committee and we protested officially to the Rentalsman, Mr. Lock, and to Adway Marketing over the removal of a resident superintendent. We also wrote Adway requesting a meeting between their principals and our committee. To date, we have never been able to meet with them. They've refused, notwithstanding many requests in writing. Nor, to the best of my knowledge, have they had the courtesy to reply to us in writing at any time. I do know, however, that they advised a Rentalsman privately, that they would never meet with or deal with our association.

Since then, as you've already been told very eloquently yesterday, they have advertised the sale of condominium apartments and erected a large sign

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on the premises to this effect. I might tell you as well, to bolster my theory, that they've also spent a tremendous amount of money on the exterior of the building. I'm not an excellent judge of construction and renovating costs, but I would estimate this to be between 75 and 100 thousand dollars, because they had painters and workmen working there for almost three months. Dozens of them around the clock. The painting and the renovating was on the exterior of the building and the hallways and the lobby. They never replaced the superintendent. They never did an ounce of work in any of the suites to improve the quality of life, for what we were being overcharged.

Their strategy, in my opinion, is clear. Since they are bound by the legislation that the Minister referred to, requiring consent of 50 percent of the leases, and not, I beg, 50 percent of the tenants, there's a vast difference, they can achieve their ends by obtaining a high vacancy situation, or by refusing to accept our signed leases which we've amended because they retained the same clause of conversion in their tenancy agreement and all we intend to do, at least I will, and the vast majority of the tenants have agreed to do the same, I will delete that clause, I will mark it "not acceptable". I will sign my lease and I will return it.

I am not planning on moving because if I move sideways, laterally, as was suggested yesterday by Mr. Migneault and others, I have to move into a much smaller apartment to maintain the price that I'm paying now, if I'm able to. Incidentally, 7 Evergreen Place is going up just around the corner from us. They are advertising 2-bedroom suites, somewhat similar to the suite I am presently renting, at 465 per month. You pay your own heat, you pay your own laundry, you pay your own hydro, you pay parking in addition to that. I estimate that the cost of that 900 square feet, which is 200 square feet smaller than where I live, would cost me approximately 525 to 535 a month. So how could I move laterally?

Yes, I could move into some of the apartments that were mentioned yesterday by Miss Rodway, for example, on Gloucester. I can move into an apartment worth 125 a month that they are not charging 300 a month for. That's lateral movement, but in no time at all that 15 percent vacancy rate that Mr. Silverman described today will be zero, because all of us who are presently paying much higher rents will be living in the same apartment blocks which are rat-infested and are poorly controlled and poorly maintained by the landlords. This is a quality of life that I object to. I've done everything that was requested of me in my 60-odd years in this city and I intend to continue to do so, but I must express my indignation, regardless of the political stripe of this or any other government that has the duty and the responsibility of looking after the citizens of this entire province. I must express my indignation and my absolute contempt for anybody who refuses to see the plight of the citizens at large. I digressed, you will forgive my emotion.

I said that they need 50 percent of the leases and not 50 percent of the tenants. I regret I cannot quote the section of the Act that is presently in force that refers to, but I have read it. Now, if they don't accept our amended leases, you know where that leaves us. They can allow us to pay last year's rent. We have

no lease and we're on a month-to-month situation. As soon as we are without leases, they no longer need the consent of that apartment. They can be down for as low as six or seven apartments with leases, because there are a few people who may sign the lease and pay the new rent. All they need then is 50 percent of those eight to ten apartments. In other words, all they need are three or four signatures. They can also sell my apartment from under me and the new purchaser may simply sign the lease with the Adway people and give his consent in that lease and, subsequently, purchase it officially as soon as the conversion has taken place. I wonder whether this has been brought to the attention of the Minister. It is my humble opinion, and I say this respectfully, that he has been ill-informed and ill-advised.

The Minister has also suggested yesterday, the tenant is protected by arbitration in Bill 83. I believe he is sincere about that. I'll ask him to take another look at it. Unless arbitration is compulsory on both the tenant and the landlord, whoever he may be, or she, it is useless and it's frustrating. It has no point. There is absolutely no purpose in there. It's simply window-dressing. Why would we expect them to consent to arbitration when, after six months, they will not reply to a business letter?

Now, why should rent controls be abolished? This is very interesting. I believe in free enterprise and I have no objection to any businessman making a profit at my expense. I expect it to be just and reasonable and I think he's entitled to get a fair return for his investment. But I think that shelter is a top priority. It ranks, Mr. Minister, with medical care and with food; it is not 15th or 20th down the list. Surely, if your government controls the rates for medical care and car insurance, the sale of liquor and pari mutuel betting, they can do no less for shelter, which is far more important. I beg that you reconsider your Bill 83 on those grounds alone, if nothing else. I don't believe that any government has the right to shrink from its responsibility to the community at large, regardless of the political bent of that government. To do less is an abdication of your duties.

In conclusion, I feel strongly that the government should prevent conversions completely. Let the developers that wrecked their condominiums, as such, and sell them as such. Rent controls should be retained, notwithstanding my feeling about free enterprise. With due consideration to the reasonable and profitable operation of such rentals — and I maintain that the person or office to do that is, as was suggested yesterday, the office of the Rentalsman — there should be no contemplation of removing or closing down those offices. I believe that in time, if the building, housing and rental situation improves, the work of the Rentalsman will be lessened and so will the bureaucracy that is necessary to the preservation of that office. I thank you.

MR. CHAIRMAN: Thank you, Mr. Ross. Will you permit questions, sir?

MR. ROSS: Certainly.

MR. CHAIRMAN: Mr. Corrin.

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MR. BRIAN CORRIN: Mr. Ross, did I hear you right? Did you tell us that you complained to the Rentalsman about the owner of your block's ongoing plans and progress towards condominium conversion and that you didn't get a response?

MR. ROSS: No, I didn't say that. We received every co-operation, Mr. Corrin, from the Rentalsman. It is the landlord represented by the Adway Marketing and Management Company who have recently changed their names now to Sunridge, as a little red herring, I presume. They have refused to meet with us and in private conversation with Mr. Gibbons, one of their key representatives in the sales field, he assured me that there was just no way that we could stop the conversion of the condominiums. But they have refused to officially recognize our association; they have never contacted us, other than there was a telephone call from one of the representatives in the company to one of our members, to our Chairman. But, no, we have never received a reply and only through the Rentalsman were we informed that had no intention of talking to us.

MR. CORRIN: Did the actual work of conversion commence — and I think that you said that it did — prior to them obtaining a consent? Have they obtained a consent to convert, to this day?

MR. ROSS: Not to my knowledge because our committee has been very very active. It's a small committee but then we have a small apartment block. What we had done is on a one-on-one basis. We canvassed every tenant and explained to them the ramifications of the conversion and what was necessary, and we advised them not to sign any consents until the committee had met with Adway. We had no intention of stopping the condominium conversion. All we wanted Adway to do — and we advised them of this in writing — was we wanted them to meet with us so that we could preserve our right to remain in the apartment block regardless of any future sales, private sales. We were willing to give them the consent and all we asked our associated tenants to do was not to sign until this meeting had taken place. So, in recent canvassing that we've done we have found that few, if any — I doubt whether there are three people in the apartment block who have signed the consent to a conversion — and they have proceeded on this basis with the big sign which advertises "Condominiums, Adway Marketing and Management", and they proceeded with all the improvements that I mentioned, including those two display suites which, if any of the members were to see what they did with those display suites, it is obvious that it is a fait accompli, as far as they're concerned.

MR. CORRIN: This, Mr. Ross, was the point I was making. In view of the fact that the conversion has not been legally affirmed and recognized and you have been in touch with the Rentalsman, I'm wondering how it is possible that the display suites and the sign can continue to exist.

MR. ROSS: That's a good question, Mr. Corrin. I hope that members of the committee will take note of the situation.

MR. CORRIN: Have you had any discussions with the Rentalsman, to enquire as to why he allows this situation to continue in face of the law.

MR. ROSS: I regret that the only person that could answer that question would be Miss Conway, the Chairman of our committee, who was conducting all the correspondence. My recent absence from the city leaves me unable to answer that question directly.

MR. CHAIRMAN: Mr. McGill.

HON. ED MCGILL: Thank you, Mr. Chairman. Mr. Ross, you mentioned the essential nature of shelter and on that basis you felt that the government should continue to exercise control over the cost of shelter. I gather that you rather favour a permanent system of rent controls?

MR. ROSS: Yes, most definitely. I don't think it would inhibit the rights of the landlords to have reasonable raises, reasonable increases in income. I believe it is a two-sided question. It shouldn't be considered from the point of view of one individual or one group but rather the majority who are going to suffer. I don't think that the landlord is going to suffer as badly as the others. The landlord can get out of the rental business. He can buy stocks and bonds. His poor tenants are not so fortunate. Their welfare, I think, is of much more importance to everybody in the community than the fact that the landlords want substantial increases in a hurry.

MR. MCGILL: Mr. Ross, you mentioned that your rent had increased since 1973 about 179 percent . . .

MR. ROSS: 129 percent, Mr. McGill.

MR. MCGILL: 129 then. Have you kept track of how the cost of food has increased since 1973?

MR. ROSS: I'm keenly aware of all the increases, Mr. McGill.

MR. MCGILL: It's a pretty essential part of our living equation. Would you favour rigid controls of the price of food?

MR. ROSS: I believe that the government or an agency of the government could certainly be expected to ride herd, without necessarily imposing controls. I believe that public exposure to abuses is a very very integral and important part of watching what's going on in our community. It doesn't necessarily have to become law. Because I mention food as one of the priorities in the same category as shelter and medical care, it does not mean that I necessarily favour the imposition of price controls on food. I believe that the bureaucracy it would require to monitor or to impose price controls would be so great that I don't know where it would end. I'm not qualified to even suggest whether that would be a good idea; I think not. Does that answer your question?

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MR. MCGILL: Well, I'm just trying to establish . . . You are concerned about shelter as an essential part of our living expense and I am suggesting that food is equally essential, if not more important, and yet we don't have a system of control of the price of food. The price of food is largely, and a big percentage of it is wages. Where do you stop, Mr. Ross, in the control by government of the costs of these very essential things in our everyday living?

MR. ROSS: Mr. McGill, your point or your question is a familiar one and I agree with it in some principle. I believe in specific instances we have to cast aside an argument of that sort. Where food is concerned, if my wife goes to the supermarket and finds that tomatoes are selling at 1.29 a pound, she won't buy them. She'll substitute and she can find other items providing protein, equally acceptable to our palates. She doesn't have to buy water melon; she doesn't have to buy bananas; she doesn't have to buy canned salmon. There are many things on the shelves that she can buy which will feed us very adequately, I think you'll agree. We can make adjustments there; we cannot make adjustments as easily in shelter and that's where you and I would separate the argument.

MR. MCGILL: Mr. Ross, you say that you can make adjustments in the purchase of food but that you are not prepared to look for accommodation that is different from that which you have?

MR. ROSS: I didn't say that. I said I can look for accommodation which is similar to what I have, with a view to maintaining a reasonable lifestyle for the remaining years left to me. But to do that I have to pay as much as I'm paying now, or almost as much, for less space and I don't like doing that. The alternative I mentioned was moving into lower quarters. Now what do I do next year when the agencies referred to — I won't honour them by mentioning their names — begin to shoot their rents up. Within two or three years, I'm in the same position as Miss Rodway was talking about, or that other lady last night was talking about that old farmer with a speech impediment, who is absolutely helpless. I can find myself in that position, perhaps not as quickly.

MR. MCGILL: Mr. Chairman, to Mr. Ross, would you agree that the problem we're all facing with respect to escalating rents is the same cost price squeeze that we're facing with respect to food and many other essential things in our life, and that they are all part of the inflationary spiral and it's very difficult to single out or separate one cost, the cost of shelter, and control it rigidly and leave the others to find their own levels?

MR. ROSS: Mr. McGill, I believe, obviously you have missed the point of my presentation. I am not speaking as eloquently about the two sides of rent control, I'm not sufficiently well informed, but I am extremely well informed on what's happened to me, and I'm one of 34 apartments who have been so affected. I'm speaking primarily about the reason for an outrageous increase in one year, of going up by 134 a month in one year, that my rent has increased

129 percent in a period of seven years. I cannot deal with that as easily as I can with other things. I leave the ramifications, the pros and the cons of rent control to people like yourself and members of the Opposition, who are better informed than I am in that matter. But nobody is better informed than I am on the subject of what Adway Marketing is attempting to do to our condominium and I beg you to consider my closing statement, when I said, stop the conversions. That has nothing to do with rent control, just stop the conversions. Tell the developers to build all the condominiums they want to, but leave me out of it.

MR. MCGILL: Mr. Ross, I'm glad you made that clear. Your major complaint is about the condominium conversions and the ability of certain people, in your view, to evade or avoid what the regulations are now and proceed with those conversions.

MR. ROSS: I also said, Mr. McGill, that rent control should be retained with due consideration as to the reasonable and profitable operation of such rentals, and I'm hoping that the government could find a better system than the one that appears about to be dropped us in Bill 83.

MR. CHAIRMAN: Mr. Parasiuk.

MR. WILSON PARASIUK: Mr. Ross, would you consider it a just provision of this bill, as the Minister is proposing to amend it, that if you aren't happy with your huge increase in rent, and you then decide to go to arbitration, but your landlord decides not to go to arbitration and there are indications from your statements about what your landlord has done to date, that in all probability your landlord won't want to go to arbitration. Are you satisfied with the provision that gives you one month's rent as a moving expense; do you think that is a just provision?

MR. ROSS: No, definitely not. As was stated yesterday, it wouldn't move you very far. I think, Mr. Mudge said, it certainly couldn't get me to the Saskatchewan border where I might hope to be treated a little more favourably. And that is not a political statement, forgive me.

MR. PARASIUK: With respect to safeguarding tenancy in an apartment, I think it was yesterday I asked Jean Carson whether in fact she wanted condominium conversions stopped, you yourself say that you do want condominium conversions stopped, she said that what she was looking for, just as a minimum, would be some type of safeguarding of tenancy within an apartment, possibly that is being converted, with some guarantee that there would be fair rents over a period of time. I believe that is what some people at 55 Nassau Street have negotiated with Dayon Development, the previous owner of that particular apartment. Have you tried to negotiate something like that with your present landlord?

MR. ROSS: I can only repeat what I said earlier, that we have sent them communications time and time again, copies went to the Rentalsman, asking

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for a meeting for the express purpose of maintaining our tenancy. We've never asked for an outright freeze on our rentals, although we would have been happy if they'd have offered us that. But we wanted a guarantee of tenure. As long as we had a lease, we never spoke about, there must be a limit, we never imposed any restrictions, prior to the meeting. We simply asked that they meet with our committee. The only reply I got verbally from Mr. Gibbons was, who the devil wants to meet with 30 or 40 people who are going to stand there, everybody's going to stand up and yell at once time, when we only asked him to meet with a committee of four or five.

MR. PARASIUK: Mr. Ross, given that your attempts to in fact achieve tenancy safeguards within a condominium have failed, do you then feel that it's necessary for government to bring about legislation which would require someone attempting to convert an apartment to a condominium to give tenants within that apartment, especially long-time tenants, some safeguard to continued tenancy in that converted condominium, as tenants?

MR. ROSS: Yes.

MR. PARASIUK: You feel that's necessary because it hasn't been talked over?

MR. ROSS: Absolutely.

MR. CHAIRMAN: Any other members wish to ask questions? Seeing none, thank you very kindly, Mr. Ross.

MR. ROSS: Thank you, Mr. Chairman, and Committee.

MR. CHAIRMAN: The next person on my list is Sara Kandewitt. Sara Kandewitt. John Cran, John Cran. Mrs. G. Thompson, Mrs. G. Thompson. Peter Schultz, Peter Schultz. Jim Egan, University of Manitoba Students' Union, Jim Egan, representing the University of Manitoba Students' Union. Mrs. I. Brown, Mrs. I. Brown. Susan Poelvoorde, and I may be pronouncing that one incorrectly, Susan Poelvoorde. Sandra Oakley, Manitoba Federation of Labour, Equal Rights and Opportunities Committee, Sandra Oakley. Dianna Hooper, Chairman of the Board of Directors, Community Education Development Association, Dianna Hooper. Carl Wemass. Bertha Arnold, private citizen Bertha Arnold?

I have seven names that have been added in the last few hours, to the list. G.J. Towle. Mrs. Audrey Kussner. Mrs. Kussner, yes. Did I pronounce it correctly, madam?

MRS AUDREY KUSSNER: No, Kussner.

MR. CHAIRMAN: My apology.

MRS. KUSSNER: You'll have to excuse me if I'm a little nervous, Mr. Chairman. Mr. Chairman, and members of the committee, I am here to represent myself about Bill 83.

I was in an accident seven years ago and now I'm on medical assistance. I receive 264.00 a month of which I am to pay 150.00 rent plus all my utilities and

food. Through worry about how much the rent will go up, it is playing havoc with my health. We have to keep after things to be done. My son-in-law had to come and fix some things for me. When the lights are burnt out in the hall, one tenant was told, tenants are putting their burnt-out lights in the hall.

I don't know the name of the owner. I just moved in the block in June and I was told by the owner the rent was 150.00, gave him half the month's rent when I took the suite. When I went to pay the caretaker the rent, he told me then that my rent was 180.00 and I said, I beg your pardon, my rent is 150.00, as told to me by the owner. I do not know their names because I'm so new there.

We never have a caretaker around. He's gone to two other blocks to do work even though they have people looking after those two blocks. either that or he's gone strawberry picking or blueberry picking, and the wind slammed my door and I was accidentally locked out of my suite for four-and-a-half hours the other day and somebody had to phone all around to find out — being the owner — to find out where he was so I could be let in my suite. I had to sit on the steps for four-and-a-half hours and I am not well. I have had strokes plus car accidents and I waited four-and-a-half hours to get into my suite, which I think is disgraceful that there is no one there. What if we have a fire? Do you understand what I mean? If we have a fire in the building and things like that.

My bathroom needs painting, the paint is peeling all off the wall. The previous tenant, her daughter or her niece painted the living room and the bedroom and kitchen but the lady couldn't afford the bathroom and the paint is just disgraceful. And I'm worried about, if they can raise my rent up. I was told by the Rentalsman, that seeing I rented the suite at the 1st of June that my rent would not be raised again till the next 1st of June. Is that true? That's true.

MR. CHAIRMAN: Mrs. Kussner, do you mind giving us your address so that the Minister could follow up.

MRS. KUSSNER: 1010 Wolseley.

MR. CHAIRMAN: 1010 Wolseley. Is there an apartment number as well?

MRS. KUSSNER: Apartment block. There's two blocks together, 1010 and 1012.

MR. CHAIRMAN: You're in 1010.

MRS. KUSSNER: Yes.

MR. CHAIRMAN: Can we ask you publicly for the suite number so that the Minister can follow up your concerns?

MR. KUSSNER: Do you have to go to the landlord because I'm scared if you go I shall be put out?

MR. CHAIRMAN: Mr. Jorgenson.

MR. JORGENSON: I wonder, Mrs. Kussner, if you've been to the Rentalsman's office?

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MRS. KUSSNER: All I did was phone in when I read about what is going on now. All I asked him was, could they raise my rent up in a month because I have no lease.

MR. JORGENSEN: But you have not been to him on these other matters?

MRS. KUSSNER: No, I haven't. Because when I lived in another block I was told that the Rentalsman has nothing to do with things being painted and stuff like that.

MR. JORGENSEN: Oh, yes, he has.

MRS. KUSSNER: Well, that's what I was told by the Rentalsman.

MR. JORGENSEN: We'll look into it for you, Mrs. Kussner.

MRS. KUSSNER: Thank you.

MR. CHAIRMAN: Mrs. Kussner, do you mind answering questions from members of the committee?

MRS. KUSSNER: Not as long as I can answer them.

MR. CHAIRMAN: Okay. Mr. Corrin, please.

MR. CORRIN: Mrs. Kussner, I commiserate with your situation. I certainly have nothing but pity for someone in your position and I do believe, and I presume the Minister believes it as well, that what has happened to you is illegal and presumably the Minister's office and the Rentalsman will look after you.

But I wanted to tell you and ask you whether you knew that there was a provision in Bill 83 that would make legal what your landlord has done to you. There's a provision in here that will allow a suite, every time it is vacated, to be the subject of a rent increase, so that every time a new tenant comes in there can be an increase. Right now there is a law that protects people from that; it says that each suite can only have its rent increased once per year. When the law is changed the law will allow a suite's rent to be increased every time the tenant moves out and a new one comes in. So if it were a suite that had a lot of different tenants the rent could be raised three, four, five times a year.

MRS. KUSSNER: I understand this, sir. In fact, people that have moved out of the block are having a hard time getting their deposit back.

MR. CHAIRMAN: Are there any other questions from members of the committee? Seeing none, thank you very kindly.

MRS. KUSSNER: Thank you.

MR. CHAIRMAN: Wayne McNabb is the next name on the list, Wayne McNabb. Peter Thiessen. Muriel Smith. Maxine Hamilton. Ellen Smith.

The next person is an Alex N. Sinler who has asked that a letter be distributed that he has written

in to the committee, which the Clerk has a copy, plus a petition.

I will go back now to the first page.

Just before I recognize you, Mr. Kovnats, perhaps at this time I should ask all persons who are present if there's anybody here who would like to get their name on the list but just hasn't come forward as of yet to the Clerk and added it. As I mentioned a few moments ago, we had nine added this afternoon and only one of them was present. Is there anybody who is present now who had their name on the list from yesterday and were missed because they couldn't make it yesterday? I could start over at the first of the page and read through all the names but I think the easiest way would be to ask if there is any present.

MR. KOVNATS: Mr. Chairman, that was going to be my suggestion, to ask if there were any presentations to be made by anybody in here.

MR. CHAIRMAN: Mr. Jorgenson, the Minister, has suggested to me that since there are no more presentations, and we have missed so many, that the committee could now rise and meet again at 8:00 and that those who have been missed, we will do our best to accommodate them this evening.

Committee rise.

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