



Notes on the Definition of a Rooming House

The definition of a rooming house is difficult. Typically we will look for a number of indicators such as:

1. Separate leases (or lease-like arrangements) between individual tenants and the landlord or primary tenant
2. Multiple mail boxes
3. Numbers on bedroom doors
4. External/keyed locks on bedroom doors (of whatever variety)
5. No natural 'self-determination' of co-tenants (e.g. tenants are not involved in the determination of the next tenant)
6. Advertisements offering single rooms for rent (by the owner, not the other tenants)

These and other indicators create evidence that it is a rooming house. Not all of the indicators have to be in place for a rooming house determination to be made.

Conversely, if there is one joint tenant agreement, no locks on doors (beyond basic privacy sets), and the tenants recruit the next (replacement) tenant, then it is likely that someone could successfully argue that the occupants are 'living as a family' and the rules applying to a rooming house would NOT apply.

Fundamentally the issue comes down to tenancy and self-determination (indicators 1 and 5 above) and that is the fundamental difference between a single-family dwelling and a rooming house from a safety perspective as well. That is, 5 individuals 'living as a family' and sharing a common lease, and self-determining their next member of the tenancy agreement are more likely to be aware of the activities that are occurring in the house, are more likely to speak to and have some control of unsafe activities, and are more likely to enter rooms (even force entry into locked rooms) when there is some concern about smoke or odor that could indicate an unsafe situation. Tenants who are NOT living as a family (e.g. individual leases) are psychologically separated from their co-habitants, and would have a legal restriction from entering someone else's tenancy space. It is the difference between a parent entering a child's locked room when he/she smells smoke vs. breaking into a neighbour's apartment in the apartment building when

there are similar concerns. In one case the individual has a right and in the other there is a risk of being charged with breaking and entering. In fact, the question of police access might well be helpful in framing the definition – in a single family dwelling, the police would need a single search warrant. In a rooming house, they would need individual warrants for each bedroom. This difference creates a different risk of safety and as a result should trigger different building code standards.

Additionally we would need to make a distinction between a rooming house and boarders. A boarding situation would need to be defined as a having a requirement for the owner / primary tenant to occupying the building as well, and in the case of a primary tenant, the leases or implied lease arrangement of the boarder would have to be with that primary tenant (leasing the whole building or unit) and not a second lease with the landlord. There would also have to be a limit to the number of boarders before it was identified as a rooming house. E.g. Currently the City's zoning by-law limits boarders to two individuals.