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THE ACT OF DWELLING: ALTERNATIVES TO STUDENT HOUSING IN WINNIPEG

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PREFACE

My first realization of Habraken's concept of supports as an alternative to mass housing was in 1970 while I was designing a housing project at the Faculty of Architecture, University of Manitoba. The concept of separating housing into two production processes and decision-making processes, one for support structures and the other for detachable units, was appealing to me. The community was able to make decisions about the nature of a support structure and occupants were able to make decisions about the layout and equipment of their dwelling within a support structure. Industrialization was utilized to give people once more the opportunity to house themselves.

My continued interest in the principles and design methodologies for supports and detachable units as developed by SAR (Foundation for Architectural Research) eventually led to four months of research at SAR in Eindhoven, Holland from January to April, 1972. While there I carried out various design exercises including a design model for a support structure in order to familiarize myself with the potentialities and limitations of SAR methodologies. I realized that the architect's role of designing supports (instead of designing dwelling units) was only one example of a necessary change of attitude amongst all professionals involved in the housing process. In order to reintroduce the natural relationship between people and their dwelling environment, a prerequisite was that all professionals needed to follow the example set by SAR and to consciously reassess their roles; user participation was to be considered a starting point for any housing project.

When I returned to Winnipeg in May 1972, I began gathering information for my thesis. The first decision that I made was to utilize student co-operative rental housing as a model for determining the major forces that act on the rental housing process. Was there a need for tenant participation in the housing process? What were the forces that tend to eliminate the natural relationship between people and their dwelling environment at the scale of the dwelling?

The need for participation stems from the past. North American universities experienced a social upheaval during the sixties. There was a demand for more student representation on governing bodies. There was an increased sense of individualism and a corresponding desire to experiment with different life styles. Student residences and dormitories were criticized for being paternalistic and restrictive with their rules and regulations. Residence and dormitory design and construction were criticized for being too rigid and inhuman.

Students at the University of Manitoba, though considered conservative when compared to other radical student bodies, were also demanding changes. Students secured representation on the Senate. "Students were 'turned away or turned off' by the University's housing situation."¹ The problem was one of finding sufficient married student housing of a satisfactory quality and price. Some students addressed themselves to this problem and decided to form a Student Co-operative Housing Association for purposes of providing large scale co-operative type housing.

The College Housing Co-operative Limited in Winnipeg, was the result of

¹"Co-op Student Housing", Winnipeg Free Press, April 5, 1967.

student participation in a housing process. The first experience that student co-op members had with housing was the process of purchasing, occupying, managing and maintaining an existing building. From this experience, the student co-op members continued on to the process of initiating and participating in the planning, financing and design of larger residential student co-op. Students found a willing developer, secured financing and were consulted during the design process. Students provided information on the kinds of communal facilities needed, on how apartments should be designed for students, and their rent limitations.

As it stands today, the Student Co-op continues to be a good example of student-tenant participation in the on-going housing process. Students participate either personally or via an elected representative in the Board of Directors of the Co-op. Students participate in the social programs initiated by the management. Students are hired by the management for maintenance tasks and all student-tenants are encouraged to minimize the necessary maintenance to public and private spaces. Students also participate in personalizing their dwelling space through actions such as installing and arranging personal furnishings or to a limited extent by painting or wall papering.

The need for personalizing dwelling space is a natural result of the act of dwelling. One of the problems that I encountered was an attempt to prove the need for personalization by quantitative analysis. It was concluded that any such effort would only produce generalized statistics for designing dwelling units and not support structures. But the following questions still remained unanswered. What types of personalization are required to satisfy the needs and limitations of various student life styles
What types of personalization are possible in student co-operative rental

housing?

I am grateful to the Faculty of Architecture, University of Manitoba for permitting me to receive academic credit for my research at SAR. I am equally grateful to SAR for providing space and resources for my research and to the members of SAR for their co-operation. John Habraken provided perceptive criticisms of my support structure design model and Haren Vakil guided me through SAR methodology in a way that gave it a broader scope than I had originally perceived. Joop and Else Kapteyns helped to make my stay in Eindhoven as enjoyable as it was educational. I was pleased that Jos Weber afforded some time to explain his work while I was in Hamburg and again when he visited the University of Manitoba. Eric Lye, my main advisor, gave patient support and guidance throughout two years of work. Peter Diamant, my external advisor, gave critical viewpoints and encouragement to complete my thesis. Val Alers acted as my third examiner. There are several other people that provided valuable advice and information. Garry Charles assisted me in understanding property management policies at the Student Co-op, Bryan Klein helped to organize my thoughts on legal agreements, and Terry Maunu listened to and aided me in clarifying many of my ideas. I am very grateful to two people who have made this thesis presentable. Susan Peterson typed and retyped for many long hours and Jim Wellein printed the final draft. I am forever indebted to Rene McHugh for her constructive criticisms, her typing, drafting proofreading, and above all, for her moral support. To my parents, Lew and Hilda Duddridge goes many thanks for their moral and financial support. Finally, I would like to thank all those who permitted photographs, measurements and interviews.

INTRODUCTION

Concern

This thesis concerns tenant participation in the rental housing process. To be more specific, it concerns two spheres of tenant participation in a part of the rental housing process that begins when any residential building is inhabited by tenants. Within the sphere of the individual, tenant participation occurs when people move into a building, occupy and use space for residential purposes and become tenants or occupants. This process is the primary concern and is referred to as the act of dwelling. Within the sphere of the community, tenant participation occurs when people become involved in issues which determine the right of say of the community and the right of say of the individual. This involves participation in community government, either personally or via elected representatives for purposes of making decisions that settle issues. This process is of equal concern because it directly affects the act of dwelling. Therefore, dwelling exists in two spheres: the sphere of the individual, that is the private sphere, and the sphere of the community, that is the public sphere.

For an individual tenant, a group of occupants or a family, the act of dwelling determines what a dwelling is:

"A dwelling is only a dwelling, not when it has a certain form, not when it fulfils certain conditions which have been written down after long study, not when certain dimensions and provisions have been made to comply with municipal by-laws, but only and exclusively when people come to live in it."¹

¹N. J. Habraken, Supports: An Alternative to Mass Housing, trans. B. Valkenburg (London: The Architectural Press, 1972), p. 16.

Dwelling is a relationship between people and environment that arises from the most common actions of daily life. Dwelling is the sum of human actions within a certain framework or protective environment created by man. Some of these human actions affect the environment itself. For example, tenants rearrange furnishings, refinish walls or floors and install additional appliances such as a clothes washer. Tenants may partition a large space with curtains or wardrobes creating two rooms. Some tenants may even break through a party wall and take over vacant neighboring space, or transform a balcony into a green house as an extension of interior space.

"Dwelling is therefore insoluably connected with building, with forming the protective environment. These two notions can not be separated, but together comprise the notion of man housing himself; dwelling is building. We are constantly faced with the results of the same relation between man and matter."²

Habraken calls this relationship between man and dwelling the natural relationship because it is the outcome of human nature. But recently, as a result of mass housing, modern man has lost this relationship compared to his more primitive ancestors who built their own protective environment. With the absence of the natural relationship, all of the inventiveness and spontaneity that it generates is replaced from the outside by professional builders. In addition to the energies spent on an artificial expression of the act of dwelling, efforts are made to prevent people from expressing their own values, needs and aspirations. Restrictions are imposed by the community that eliminates the right of say of the individual. The entire system is attempting to break the

²Ibid., P. 18.

source of energy and impulses created by a natural relationship between man and dwelling.

Habraken's desire to reintroduce the natural relationship is realized in his idea of supports and detachable units. This idea recognizes that a dwelling exists in the sphere of the community and the sphere of the individual. Each sphere gives the possibilities for a decision making process, for a production process and for action. Supports are in the public sphere and they are the right of say of the community; supports are designed and constructed in one production process. Detachable units are in the private sphere and they are the right of say of the individual; they are designed and manufactured in another production process. This idea allows for industrialization of support structures and for mass production of detachable units. A dweller becomes an important participant in this process because he is able to select dwelling space in a support structure and to choose the required detachable units to complete a dwelling. Industrialization and mass production gives man the opportunity to house himself. Supports plus detachable units equals a dwelling.

This thesis adopts the concept of supports and detachable units as a means to reintroduce the natural relationship into student housing in Winnipeg. The distinction between support structure and detachable units is a distinction between the right of say of the community and the individual tenant. The concept of supports and detachable units allows for a translation of the right of say of the community and the individual tenant in material terms.

"The support structure contains all that does not fall within the competence of the individual dweller and about which he has no responsibility. The detachable units contain all about which the individual dweller does have competence and about which he there-

fore holds responsibility"³

This thesis seeks to identify specific aspects of the physical environment relative to student housing in Winnipeg, some or all of which may be either a part of the support structure, the right of say and under the control of the community, or a part of a set of detachable units, the right of say and under the control of the individual.

"The question what belongs to the support structure and what belongs to the detachable units can therefore not only be answered in a technical sense. The division is based on the opinion society has of the role of the individual, i.e. on the amount of freedom the occupant exercises. In each design, this division must be explicitly stated."⁴

The division between supports and detachable units is not explicitly stated at this point, but remains the subject for further investigation.

When a certain aspect of the physical environment is a part of the support structure and the right of say of the community, then the act of adapting that aspect of the physical environment is said to be communalization. Similarly, when a certain aspect of the physical environment is a part of the set of detachable units and the right of say of the individual, then the act of adapting that aspect of the physical environment is said to be personalization. Personalization of dwelling space is the result of the act of dwelling; it is the expression of individual personality, values, needs, aspirations. Communalization of dwelling space or of communal space is the result of the act of administering or managing the support structure. However, the term communalization also takes on another sense in this thesis. Communalization can also be the result of the act of dwelling; it may be the result of group action and expresses

³Stichting Architecten Research, "SAR 65", Eindhoven, Nederland, 1965.

⁴Ibid.

the values, needs or aspirations of a group or family. The sense that the term communalization takes on depends upon whether one is discussing the act of dwelling from inside the dwelling or the act of administering and managing the dwelling from the outside.

Seven types of actions are listed below, each of which affects a certain aspect of the physical environment. These actions are referred to as either types of personalization or communalization depending upon whether they are within the right of say of the individual or the community. The title given to each type of personalization, or communalization implies the types of action involved, and that part of the physical environment which is affected. These actions do not necessarily encompass every possible action inherent to the act of dwelling. Theoretically, the types of actions identified are categories of actions that are possible in student housing in Winnipeg. In reality, the types of action identified below are categories of actions that are the result of the act of dwelling as represented by various student housing situations in Winnipeg. The seven types of personalization are described and illustrated as follows:

- Type 1 - "furnished dwelling" - tenant rearranges furnishings included with a dwelling and adds personal possessions. See figure 0.1.
- Type 2 - "unfurnished dwelling" - tenant adds and rearranges personal furnishings within a dwelling space. See figure 0.2.
- Type 3 - "refinishable dwelling" - tenant changes the character of a dwelling by altering the material, color or texture of walls, floors or ceilings. See figure 0.3.
- Type 4 - "repartitionable dwelling" - tenant alters the size, location, or configuration of spaces within a dwelling and their relationship

to one another by relocating partitions, appliances or storage components. See figure 0.4.

Type 5 - "dwelling with interchangeable plumbing fixtures" - tenant interchanges plumbing fixtures, or tenant separates and combines plumbing fixtures by relocating partitions. See figure 0.5.

Type 6 - "internally expandable dwelling" - tenant increases the size of dwelling space by expanding into adjacent vacant interior space. See figure 0.6.

Type 7 - "externally expandable dwelling with interchangeable facade elements: - tenant increases the size of dwelling space by relocating the facade separating interior from exterior; or, tenant changes the character of the facade by interchanging opaque, translucent or transparent elements. See figure 0.7.

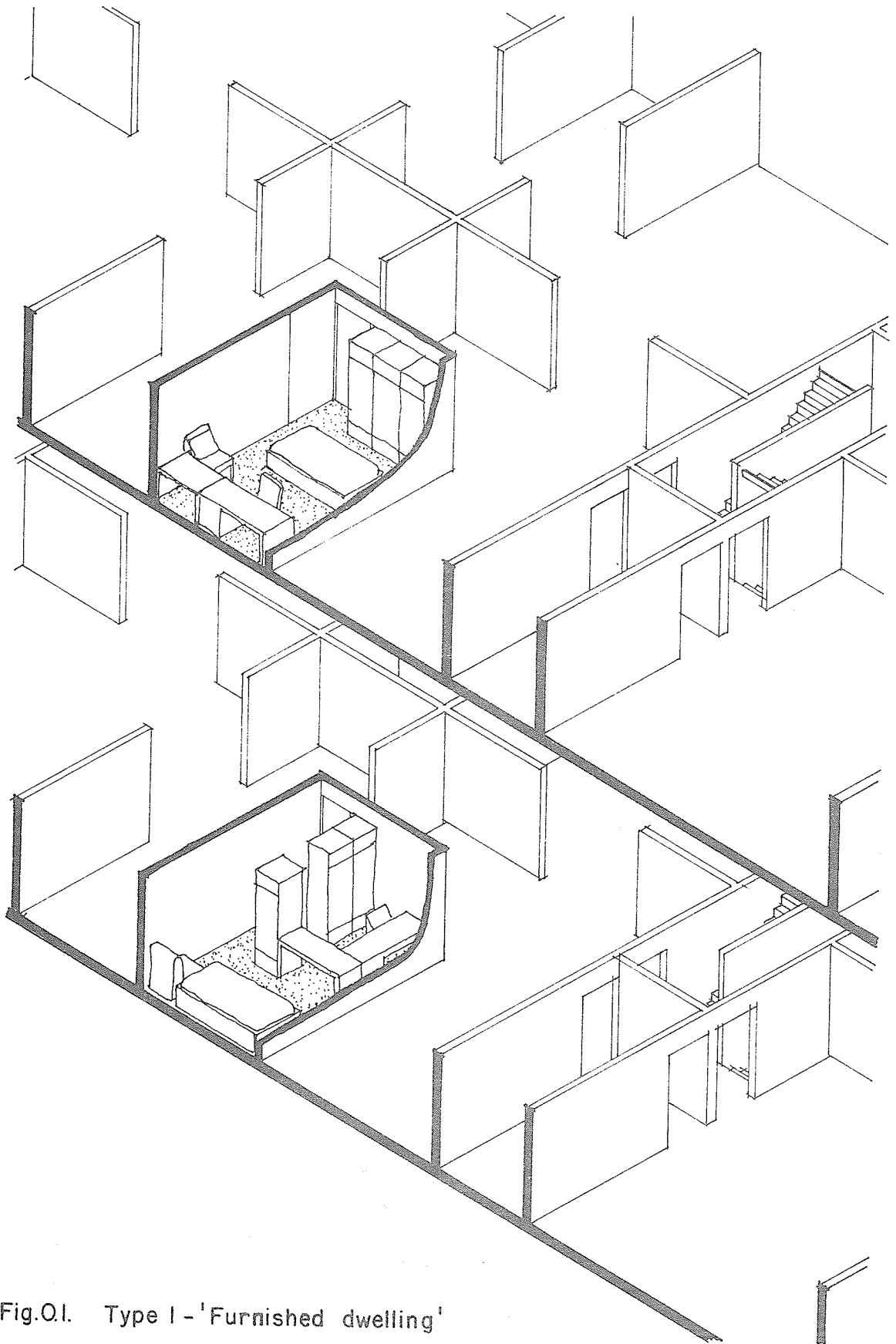


Fig.01. Type I - 'Furnished dwelling'

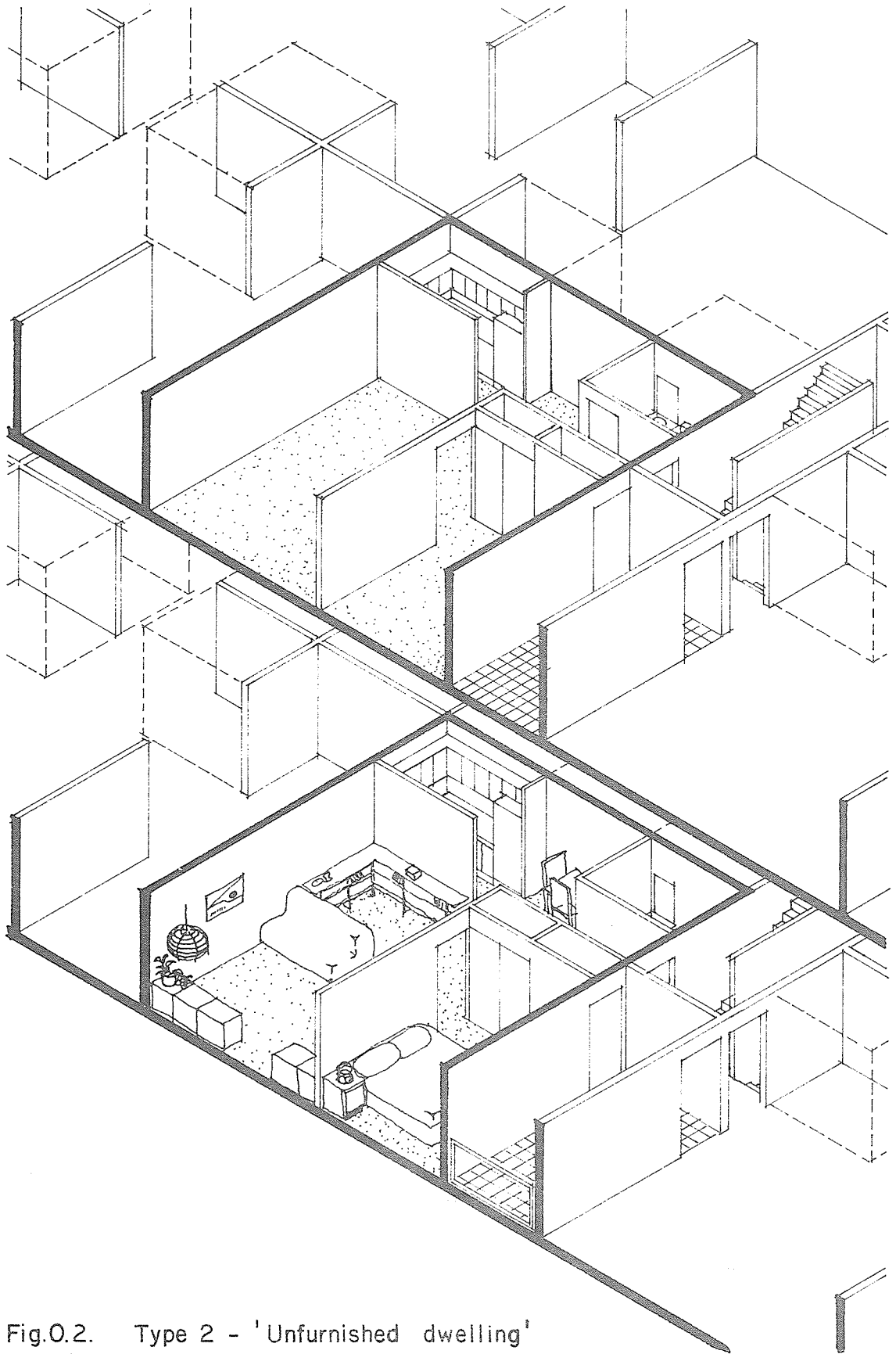
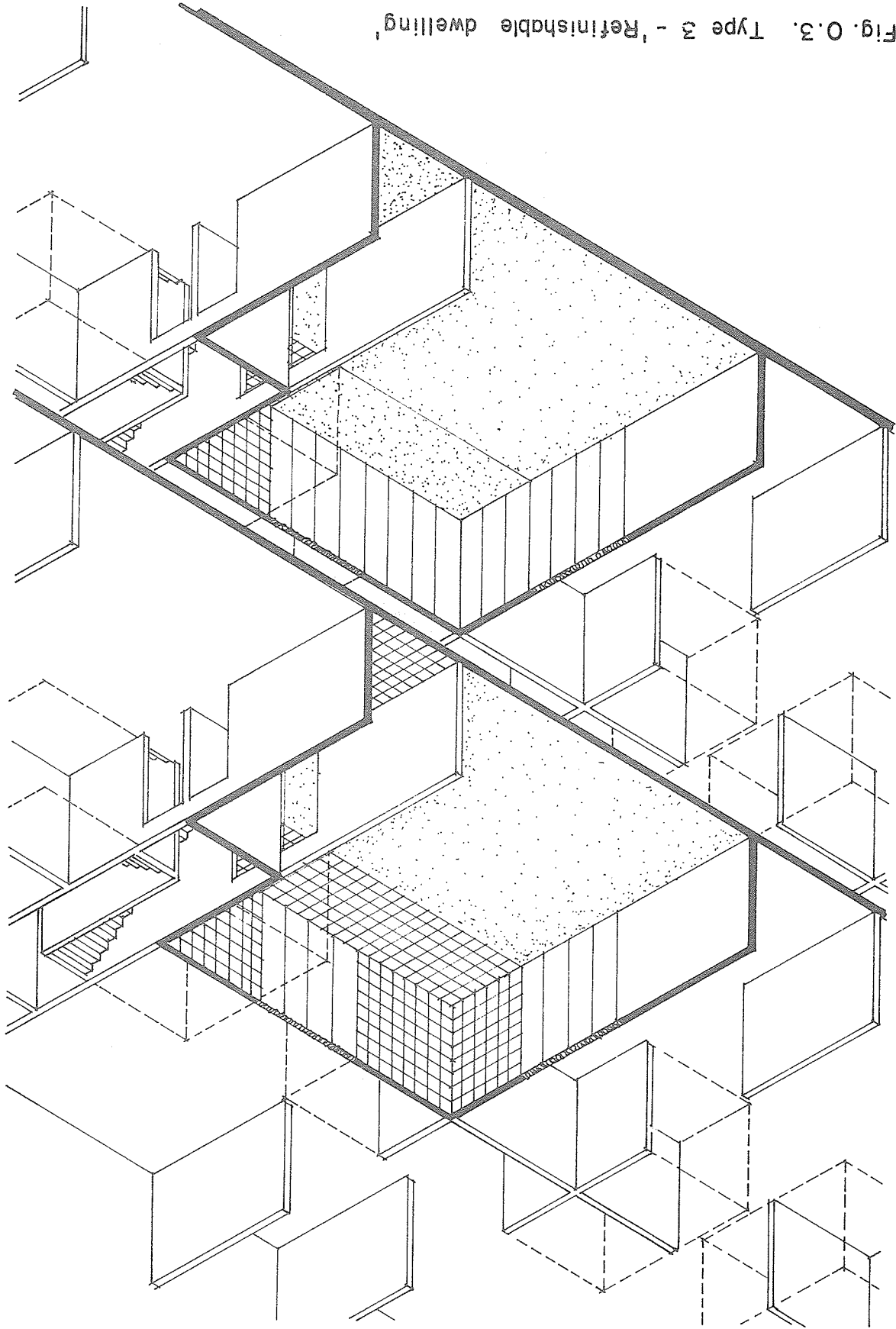


Fig.O.2. Type 2 - 'Unfurnished dwelling'

Fig. O. 3. Type 3 - 'Refinishable dwelling'



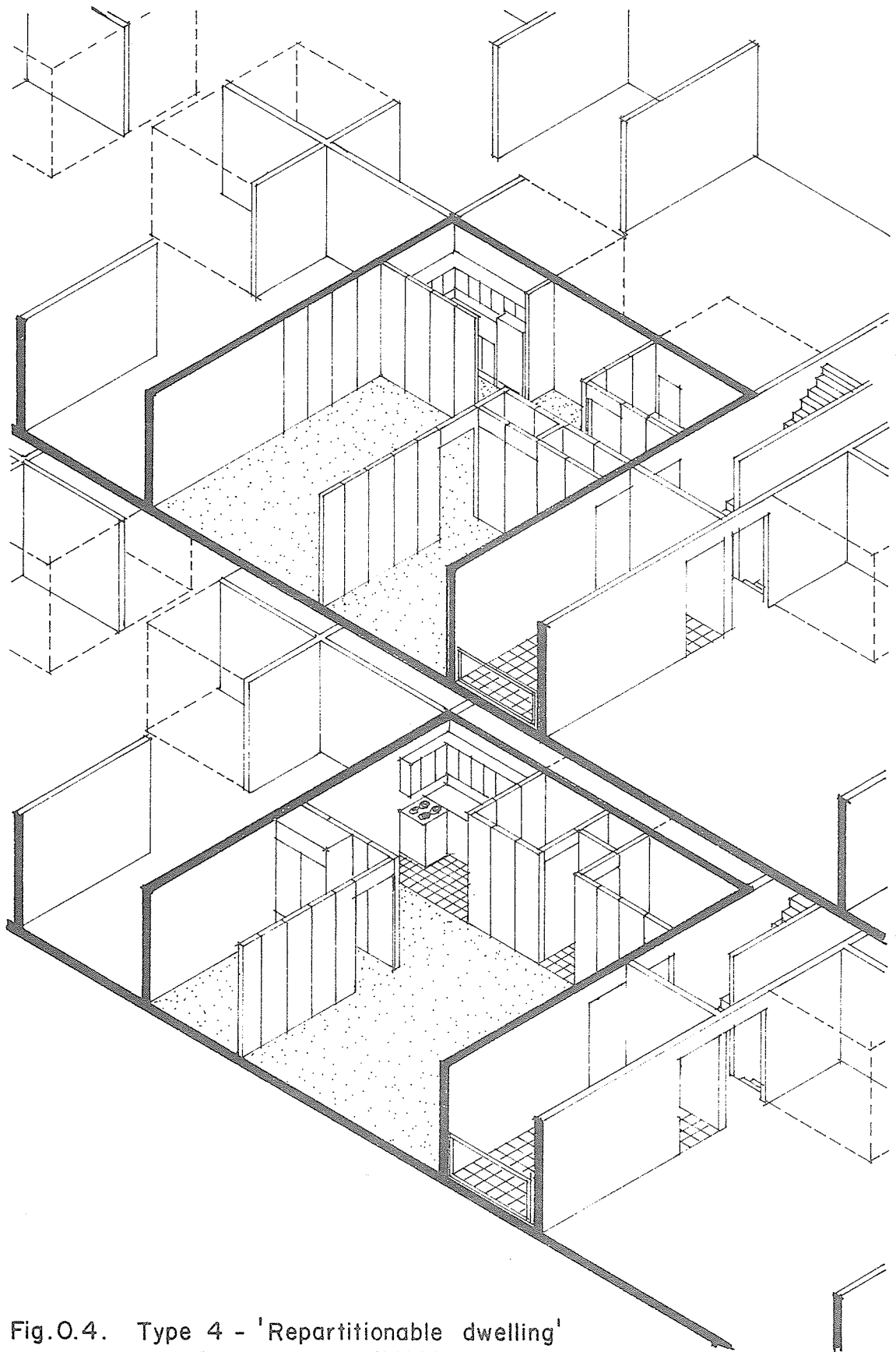
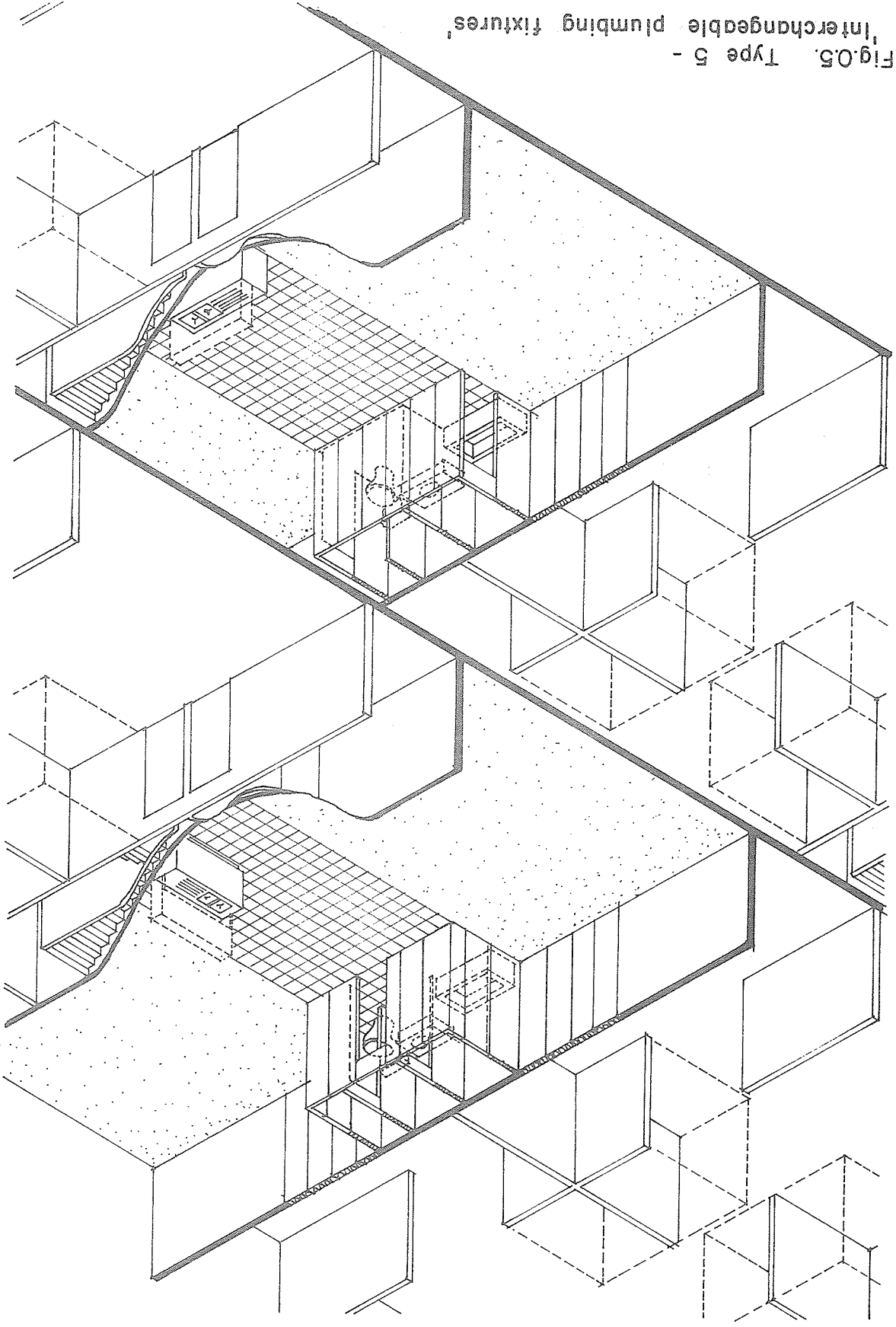


Fig.O.4. Type 4 - 'Repartitionable dwelling'

Fig.05. Type 5 -
'interchangeable plumbing fixtures'



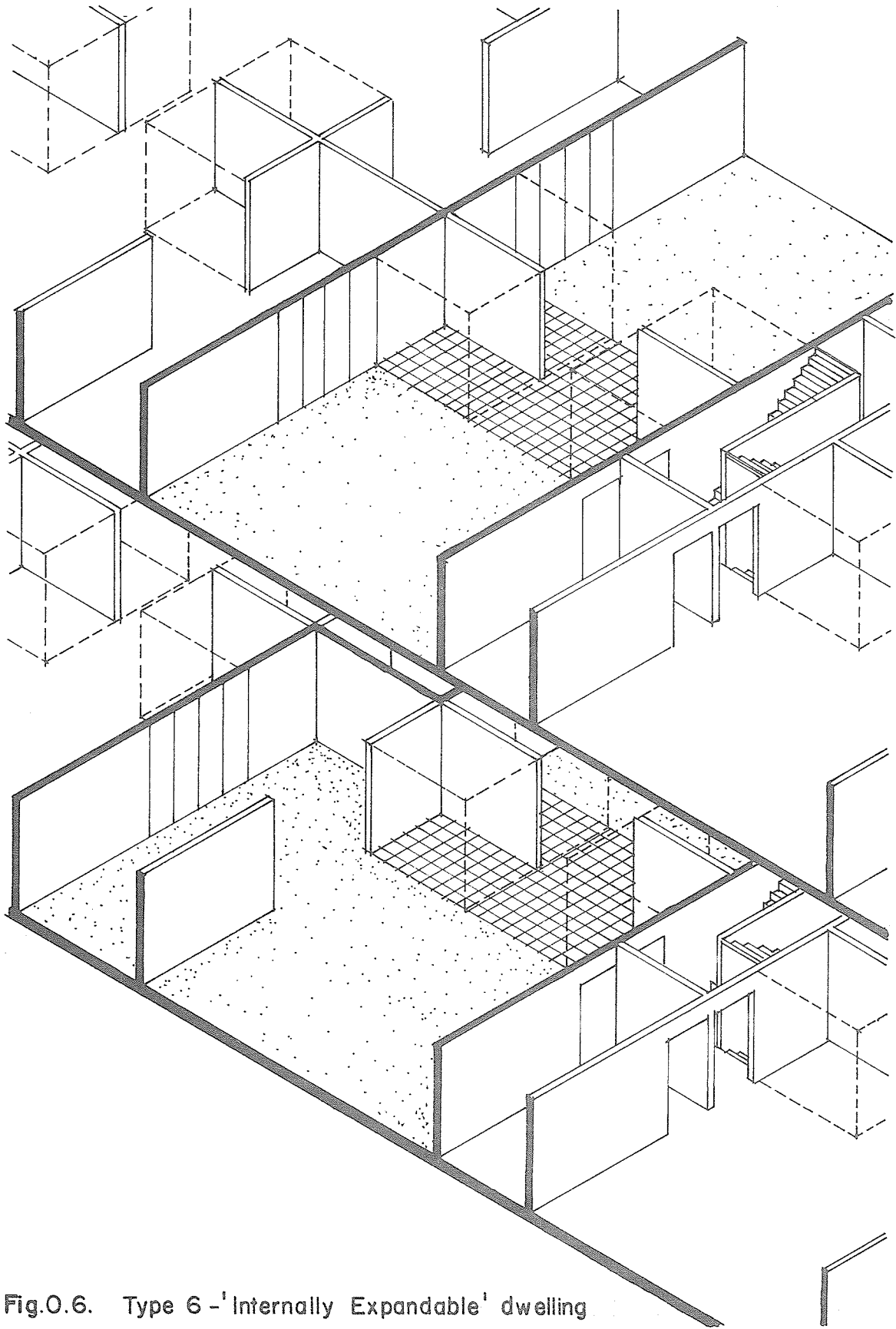


Fig.O.6. Type 6 - 'Internally Expandable' dwelling

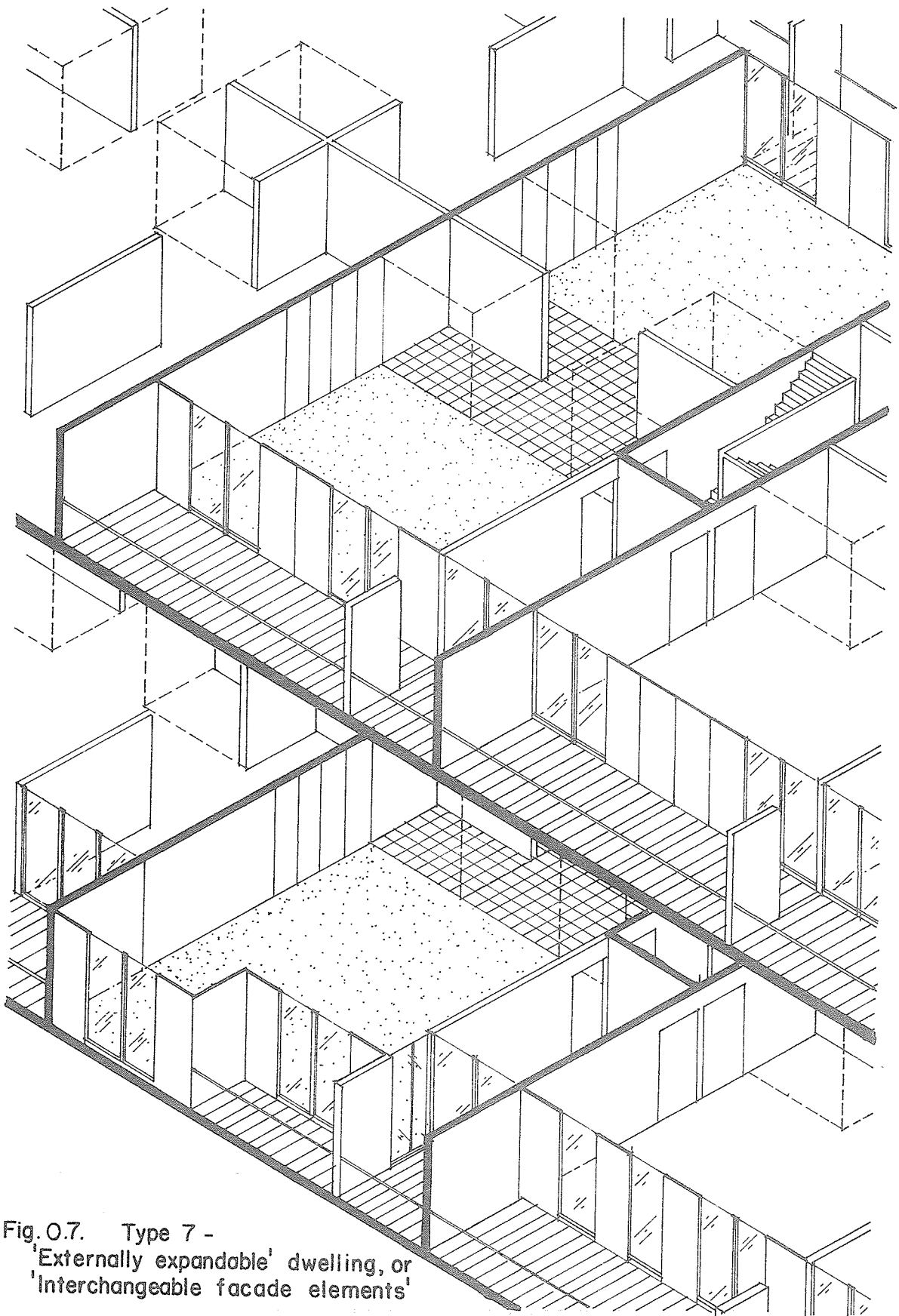


Fig.O.7. Type 7 -
'Externally expandable' dwelling, or
'Interchangeable facade elements'

Conceptual framework

The preceding drawings illustrate seven types of personalization or communalization of dwelling space. There is a need to reintroduce the natural relationship into student housing where these types of actions can occur. This need is verified by observing the types of personalization or communalization that are presently the result of the act of dwelling. As is demonstrated in Chapter V, each of the seven types of actions are manifested in various student housing situations, but not all seven types of actions are evident in student co-operative rental housing. Although the act of dwelling naturally results in some form of personalization or communalization of dwelling space, it is hypothesized that there are at least four factors that tend to limit the types of actions that occur in student co-operative rental housing in Winnipeg: i) the needs and limitations of individual, group or family life style, ii) the legal agreements between a landlord and a tenant governing the use and occupancy of dwelling space, iii) the property management policies concerning renting, maintaining and adapting dwelling space and equipment, and iv) the spatial and technical limitations of a support structure and detachable units.

The concepts included in the above hypothesis form the conceptual framework of this paper and Table 0.1 illustrates these concepts. Table 0.1 consists of four columns of ideas. The columns are titled 'Personalization - Communalization', 'Life style', 'Legal Agreements' and 'Property Management'. The ideas under each heading are located within the range 'individual - community' according to whether they fall within the right of say of the individual or the community. The lines which contain the concepts symbolizes a support structure.

TABLE 0.1 CONCEPTUAL FRAMEWORK

	Personalization Communalization	Life Style	Legal Agreements	Property Management	
individual	Type 1 Furnished dwelling Type 2 Unfurnished Dwelling Type 3 Refinishable Dwelling	individual	Tenancy agreement (lease)	Managing the act of dwelling	individual
range	Type 4 Repartitionable Dwelling Type 5 Interchangeable plumbing fixtures Type 6 Internally expandable dwelling	Married or common law couple Married or common law couple with child(ren)	General by-laws, rules and regulations	Managing detachable units	range
community	Type 7 Externally expandable dwelling with interchangeable facade elements	Communal group	Municipal by-laws Landlord and Tenant Act.	Managing support structure	community

Within the column titled 'Personalization - Communalization' seven types of actions are listed. A 'furnished dwelling' (type 1) is considered to be within the right of say of an individual. Rearranging furniture does not require the right of say of the community. At the other end of this range, an 'externally expandable dwelling' with 'interchangeable facade elements' (type 7) is considered to be within the right of say of the community because this type of action requires the community's approval. All of the other types of actions fall within this range according to whether they are mainly within the right of say of the individual or community. Presently, an individual has the right of say concerning rearranging furniture in a furnished or unfurnished dwelling (types 1 and 2) and refinishing a dwelling (type 3). A repartitionable dwelling (type 4) could also become the right of say of an individual. Interchanging plumbing fixture within a dwelling (type 5), internal expansion of dwelling space (type 6) and external expansion of dwelling space (type 7) are presently within the right of say of the community and it is hypothesized that even though an individual may be given the right of say regarding these types of actions, the community may also require a right of say.

Under the title 'Life Style', the four general categories of student life styles identified in Chapter II are listed. An 'individual' tenant makes decisions about types of personalization that are within the sphere of the individual. A 'communal group' of tenants make decisions about communalization of dwelling space that are within the sphere of the community (meaning communal group), but each member makes decisions about personalization of private space. 'Married or common law couples' with or without children are perhaps more closely knit than communal groups.

Therefore individual decisions about types of personalization are more closely related to family decisions to communalize space, and fall within the sphere of the individual and the community (meaning family).

Under the title 'Legal Agreements', a tenancy agreement between a tenant and a landlord permits decisions and actions that are within the sphere of the individual. The community by-laws, rules and regulations are made by a board of directors elected by tenants. Therefore, these decisions are made within the sphere of the individual and the community. The municipal by-laws and the Landlord and Tenant Act, outside of the actual student community are created within the sphere of a larger community and limit the decisions of both landlord and tenant. A standard form of tenancy agreement must conform to the requirements as set out in the Landlord and Tenant Act. A support structure must conform to the standards as set out in municipal by-laws. These concepts are developed in Chapter III.

Under the title 'Property management', the act of dwelling is managed within the sphere of the individual. The management of a support structure that gives the possibilities for dwellings is within the sphere of the community via a property manager. The management of detachable units is within the sphere of the individual and the community. Even though by definition a detachable unit is anything about which a tenant has the right of say, it is assumed that detachable units remain the property of the community. Therefore, detachable units are managed by the community via a property manager but used by individuals to complete a dwelling. These concepts are developed in Chapter IV.

A design model for a support structure is presented in Chapter VI that attempts to distinguish between supports and detachable units according to

the type of personalization or communalization that is possible within the limitations of student life styles, legal agreements and property management policies. It represents many of the ideas that have been developed by many architects as presented in Chapter I. It also reflects some of the quantitative and qualitative characteristics of existing student housing in Winnipeg as presented in Chapter V.

Purpose

This thesis fulfils partially the requirements for an academic degree. As a result, it is perhaps fundamentally conceptual. Within the conceptual framework however, there are some ideas and thoughts that can be useful for tenant associations or groups who are concerned about the need for more participation in the housing process. The term participation refers mainly to personalization of dwelling space that is within the sphere of the individual and secondly to decision making within the sphere of the community where the right of say of tenants needs to be established before it can be translated into material terms. In order to establish the right of say of tenants, legal agreements and property management policies need to be reviewed. This thesis can serve as a conceptual basis for drafting additional terms for a residential tenancy agreement that give tenants a right of say and for determining management policies that give tenants more possibilities for action. The design model for a support structure is also worth considering when existing buildings are renovated or when programs are developed for new buildings.

Problem

The problem is to determine the distinction between supports and detachable units for student housing in Winnipeg. There is no definite line which separates supports or detachable units at this time. Whether a

definite line between these two is desirable is the subject of a deeper investigation. It seems that there is a margin which separates these two production process, decision-making processes and possibilities for action. Mass produced components can become a part of the support structure as well as a part of a set of detachable units. Hand crafted objects can become detachable units as well as a part of the support structure. Something which is within the sphere of influence of the community may become the right of say of an individual and vice versa. Actions which are normally taken by an individual in personalizing space may be taken by the community in communalizing the support structure to satisfy changing requirements within the community. Therefore, the problem is to determine those things which are normally detachable units, the right of say and under the control of an individual, and those things which are normally supports, the right of say and under the control of the community. The margin contains those things which are either supports or detachable units depending upon who has the right of say.

The distinction between detachable units and supports as separated by a margin has an effect on the function of legal agreements, property management policies and a design model for a support structure. Legal agreements need to consider a margin for negotiating the right of say of the individual versus the right of say of the community. Property management policies need to be developed that assume a margin between those actions normally taken by a tenant and those actions normally taken by a landlord. The margin concerns those actions that may be taken by either a tenant or a landlord independently or in conjunction with one another for purposes of either personalizing or communalizing the physical environment according to changing requirements. The design for a support structure must also consider a margin between it and detachable units.

Depending upon the right of say of an individual reflected by those actions permitted by property management policies, certain things that are now considered to be a part of the support structure may become detachable units or vice versa. Therefore, a support structure should be able to include detachable units as a part of the supports, or to exclude certain elements that then become a part of the set of detachable units.

Method

This thesis depends upon three sources of information. The first and most utilized source is a literature search. The second source is observation of student housing situations in Winnipeg, and the third source is interviews with various professionals and tenants involved in the housing process. The bibliography lists nearly all of the public documents, books, articles and periodicals, reports, unpublished materials and other sources of information that comprise a literature search of the subject matter. Many of the interviews with professional people and tenants are also listed in the bibliography. A majority of the observations of student housing in Winnipeg presented in this thesis are taken from several visits to the College Housing Co-operative Limited, better known as the "Student Co-op". Other observations of student housing situations are taken from seven other examples presented in Chapter VI. In all eight case studies, the observations are made as the result of interviews with occupants and property managers, from personal experiences and from photographs and measurements of dwellings.

Statistical surveys are not utilized. Instead, this thesis may act as a conceptual framework within which statistical information can be organized.

CHAPTER I

THE ACT OF DWELLING: SUPPORTS AND DETACHABLE UNITS

Chapter I discusses the idea of supports and detachable units in more detail, from historical influences to a review of N. J. Habraken's philosophies and the work of SAR (Foundation for Architectural Research). There are also some recent projects that have been inspired by the work of SAR or that have responded to the same desire to involve people in the housing process. These projects indicate that a natural relationship exists between man and dwelling and that the act of dwelling results in various types of personalization or communalization of dwelling space.

Historical influences

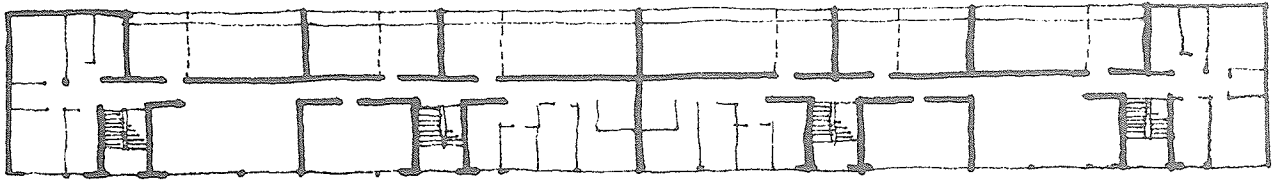
There are many architects who have influenced the modern architectural movement or the 'heroic period' in Europe and North America. Three architects that have made significant theoretical and practical contributions to modern housing are Mies Van der Rohe, Le Corbusier and Gerrit Rietveld. Examples of their work and its significance in terms of supports and detachable units is presented here.

Mies Van der Rohe: The Weissenhofsiedlung Exposition

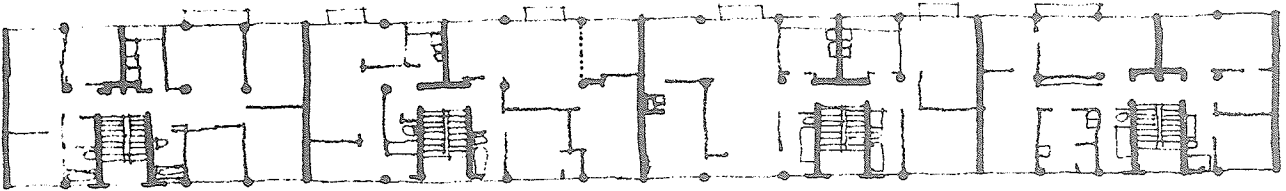
Le Corbusier, along with Gropius and Oud, who was a fellow member with Rietveld in the De Stijl-group from Holland, were invited by Mies Van der Rohe to participate in an exposition of a group of houses called "Weissenhofsiedlung". This exposition held in Stuttgart, Germany (1927) under the direction of Mies:

"proved to be the most important group of buildings in the history

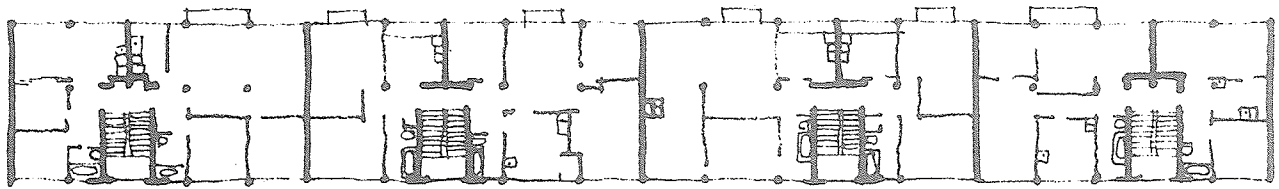
Fig. I.1
WEISSHOF SIEDLUNG APARTMENT HOUSE



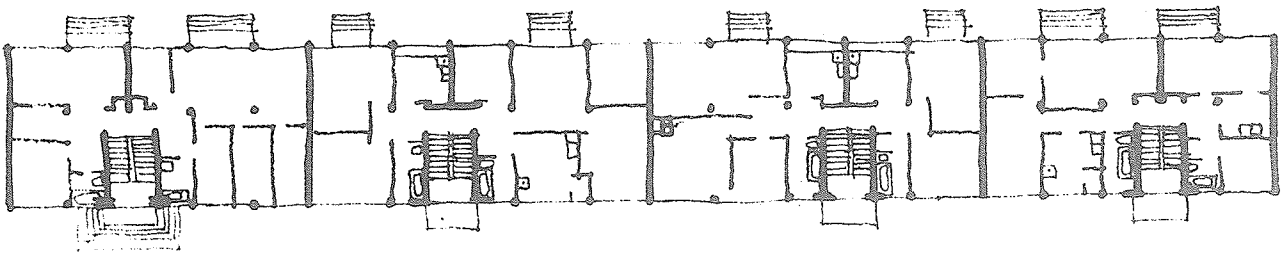
Fourth Floor Plan



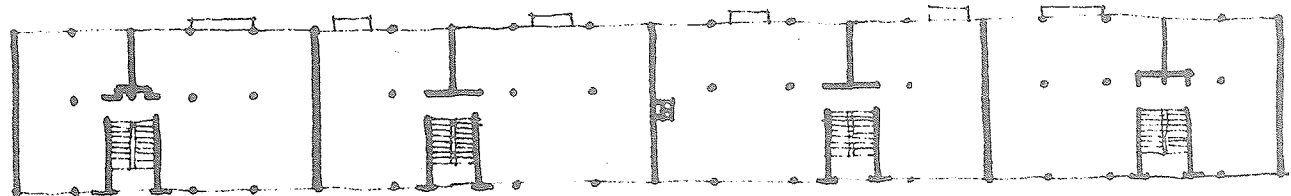
Third Floor Plan



Second Floor Plan



Ground Floor Plan



Construction System (Support Structure)
Architect: Mies Van Der Rohe, Stuttgart, Germany, 1927

of modern architecture. They demonstrated conclusively that the various architectural elements of the early post war years had merged into a single stream. A new international order had been born".¹

This new international order, or 'international style' as it came to be recognized, was based on "a new appreciation of the technical and structural inventions of previous century."² Its aesthetic characteristics were:

"1) the regularity of skeleton structure as an ordering force in place of axial symmetry; 2) the treatment of exteriors as weightless, non-supporting skins rather than as heavy solids, obedient to gravity; 3) the use of color and structural detail in place of applied ornament."³

Mies Van der Rohe's own contribution to the Weissenhofsiedlung exposition may be termed a support structure, although Habraken may differ (see fig. 1.1).

"The flexibility of skeleton construction was demonstrated by Mies in his apartment house. By the use of movable partitions he created twelve apartments, all differently arranged, for each of two basic units. Despite the complex interior, the exterior design is so quiet that one is apt, at first glance, to miss the subtle proportions of the window bands and stairwell."⁴

The quiet facade that Johnson refers to does not presuppose a fixed internal layout. But the horizontal band of windows separated only by structural columns, and the location of French doors with tiny balconies, begins to limit the internal layout possibilities. Internal partitions that connect with the facade must do so at structural columns. Living rooms are always adjacent to the French doors.

It is not known if there has been any recent evaluation of Mies Van der Rohe's apartment house. It would be interesting to know the frequency

¹Philip C. Johnson, Mies Van der Rohe (New York: The Museum of Modern Art, 1974), p. 42.

²Ibid. p.43.

³Ibid.

⁴Ibid.

and type of internal alterations that have been made by its occupants. Would the occupants always connect partitions at the structural column and would they always locate living rooms adjacent to the French doors and balcony?

Le Corbusier: Pessac Housing Project

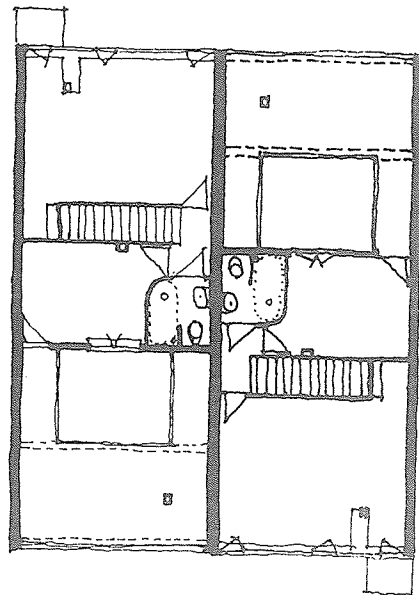
Le Corbusier's contribution at the Weissenhofsiedlung Exposition is considered by some architects to be 'superior to that produced by other members of this international group'.⁵ This project is not discussed here. Instead, there is another housing project at Pessac, France by Le Corbusier that is interesting as an example of a structure that has been altered by its occupants (see figs. 1.2. and 1.4.). A promoter named Henry Fruges initiated the project at Pessac which was called "Quartier Modernes Fruges." It was officially opened in 1926 but not totally completed until after the Weissenhofsiedlung competition. As a matter of fact, it is a good example of a housing process that will never be complete.

Phillipe Boudon has recently surveyed the 51 homes at Pessac.⁶ His original point of departure was to consider the alterations carried out by its occupants. Through interviews with the occupants and by comparing present day photographs with those taken at its opening, he has discovered several types of personalization of the original design. He refers to these transformations as 'suburban mimesis!'. In other words, the transformations reflect the personality, psychology, and aspirations of the occupants. Figure 1.2. illustrates 11 variations on the original plan for

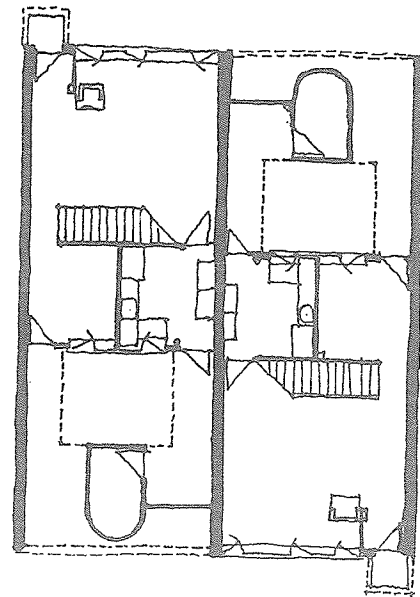
⁵Phillipe Boudon, Lived in Architecture trans. Gerard Onn (Cambridge, Mass: The MIT Press, 1972) p. 11.

⁶Ibid.

Fig. 1.2
PESSAC HOUSING PROJECT

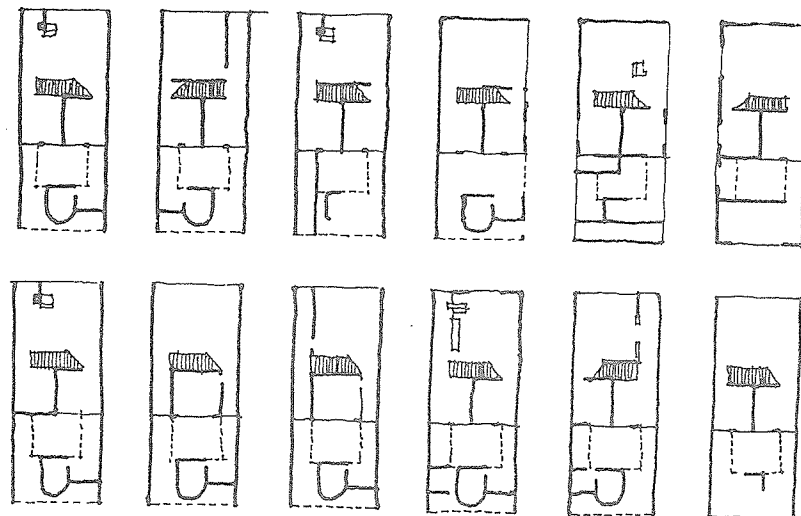


Upper level, house type I



Lower level, house type I

Architect: Le Corbusier, Pessac, France, 1926



Pessac-variations by occupants on Le Corbusiers original plan (upper left)

one of four types of dwellings found at Pessac. The transformations include the creation of a hallway from the outside to the inside (top row, 3rd from left), the transformation of exterior space to interior space, (top row, 2nd from right), the creation of garage (top row far right) and alterations of various internal partitions between spaces.

Boudon discusses some of the alterations made by the occupants in response to their background and to the architect's conception of the scheme:

"where a corridor has been introduced, there is a strong possibility that the occupant was influenced by recollections of the lean-to house. But how much more important to know that, like the traditional lean-to house, Le Corbusier's villas were capable of being altered and were in fact altered."⁷

"the interviews and our own observations combine to produce a clear picture of the many opportunities provided by Le Corbusier's architectural conception for subsequent conversions and alterations. Indeed, one of the essential features of this conception is the fact that it facilitated and, to a certain extent, even encouraged such alterations."⁸

There is one question that may arise in many peoples minds upon discovering the effect that the transformations have on the original design as presented in Boudon's book: is Le Corbusier's Pessac project a success or a failure? In terms of aesthetics only, some may think it a failure because the original architectural expression has been transformed into a variety of individual expressions. Others may think it is a success for the same reason. According to Boudon's interviews, the occupants consider the possibilities to make alterations as a positive feature.

Le Corbusier also had an opinion of the actions by the inhabitants at Pessac. Charles Jencks sums up the architect's original conception of the

⁷Ibid., p. 114.

⁸Ibid.

project and his reaction to the occupants aesthetic aspirations:

"While such collective elements as windows, staircases, heating equipment and kitchen were standardized, and thus achieved economics, they were assembled in rather non-repetitive ways and left with flexible open space. Hence the inhabitants have used these 'standards' in all sorts of ways, walling up ribbon windows, filling out terraces, dividing up open-plan rooms, etc. This has of course destroyed the visual consistency of the architecture - a point which Le Corbusier enigmatically answered - "You know it's life that's always right and the architect who's wrong!" Starting with the idea of resolving two incompatibilities like the individual and the group, it was not surprising that Le Corbusier could end up, as at Pessac, by admiring the way personalization was destroying his own architecture."⁹

Gerrit Rietveld: The De Stijl-group

Gerrit Rietveld belonged to the De Stijl-group, a group of artists and architects, sculptures and poets, founded by Theo van Doesburg. One of its members, J. J. P. Oud, also participated in the Weissenhofsiedlung Exposition along with Le Corbusier, Mies Van der Rohe and Walter Gropius. Artists in the De Stijl group such as Mondrian concentrated on abstracting reality in that:

"they restricted themselves to the straight line and right angle, i.e. to the horizontal and the vertical, in a composition in which they used exclusively the three primary colours red, yellow and blue alongside the noncolours black, grey, white"¹⁰

The Schroder-House by Gerrit Rietveld built in Utrecht, Holland (1924)

"translated Mondrian's partitioning of the plane in terms of space"¹¹

and further developed "a kind of right angled system of co-ordinates."¹²

(see fig. 1.3.):

"In this house, the De Stijl-group sees virtually all its theories formulated in terms of architecture, and more meaningful still, executed. None of the models by Van Doesburg and Van Esteren, no other plans worked out by Oud and Rietveld have ever reflected so

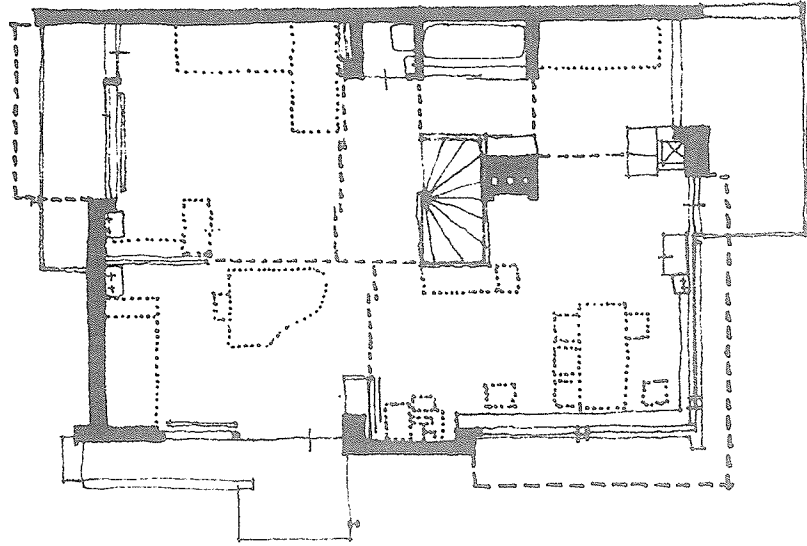
⁹Charles Jencks, Le Corbusier and the Tragic View of Architecture, (Cambridge: Harvard University Press, 1973), P. 74.

¹⁰Istvan L. Szenassy, "G. Rietveld Architect" Stedelijk Museum, Amsterdam and The Arts Council of Great Britain, Hayward Gallery, 1971-72.

¹¹Ibid.

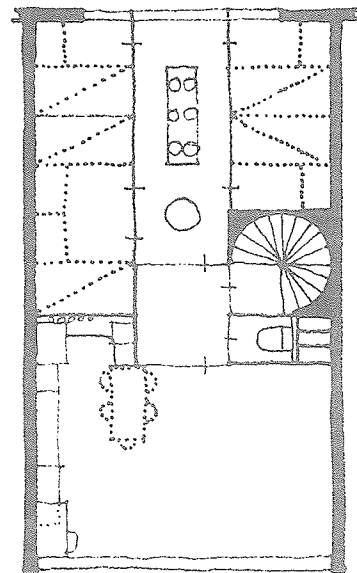
¹²Ibid.

Fig. 13.
SCHRODER HOUSE



Second Floor Plan
Architect: G. Rietveld, Utrecht, Holland, 1924

HOUSE FOR WORKING CLASS



Typical Floor Plan
Architect: G. Rietveld, Rotterdam, Holland, 1924

convincingly the principles of balance, lucid organization and spatial continuity. Significantly, starting from abstractions regarding space and the interrelations of the component parts to each other and to the building as a whole, Rietveld has achieved here a concrete situation in which building, interior and furniture are integrated. This has resulted in a spatial effect of joined parts and intersecting planes that seem to neutralize the gravitational forces. Other such aspects of a spatial and functional procedure such as the application of colour and sliding partitions made the house into an architectural manifesto that has a telling impact on contemporaries and the younger generations alike. To all, this happy merger of theory and practice will remain exemplary of the creativity of the architect."¹³

Rietveld also developed plans for cheap working-class housing in Rotterdam (1923). He saved space by using a staircase as a corridor. Extra space was added to the living room by making bedrooms very small, often with sliding partitions.

"If we want to make a house cheaper without affecting the quality, we'll have to build smaller and simpler houses. One can take the view, a big family has a right to a large house. Sure, but it does not take the architect to solve the problem from this angle. The most the architect can do is to integrate all lost or exclusively used bits of space into one single serviceable room"¹⁴

Supports and Detachable Units

There are many other architectural developments between the twenties and the sixties that may have influenced the development of the concept of supports and detachable units. However, it is necessary to reintroduce the man who has caused many architects, planners and professionals involved in the housing process to reassess the nature and goals of housing for the masses. Nikolass John Habraken, published a book in Amsterdam, Holland in 1961 titled De Draggers en de Mensen which was not translated into an English edition, Supports: An Alternative to Mass Housing, until 1971.

¹³Ibid.

¹⁴Gerrit Rietveld, "De 8 en Opbouw", quoted from "G. Rietveld Architect".

The main thesis of his book is that the housing shortage, or rather its apparent insolubility, is caused by the antithesis between man and the method chosen to combat the problem which is called mass housing. This method arouses resistance from the users because mass housing denies involvement and initiative from the inhabitant. The alternative is to accept consultation and involvement on the part of the users in the most literal sense.¹⁵

Habraken feels that accepting the involvement and initiative of the user should be the starting point for contemporary housing. His concept is to separate the housing process into two spheres of responsibility. The public sphere is the area wherein decisions are made regarding the nature of supports. People can participate in this process at the level of the community. The private sphere is the area wherein decisions are made about the nature of the detachable units. Users can participate by selecting and installing detachable units into a support structure. Supports plus detachable units results in a dwelling. Dwelling is an act. The act of dwelling more closely reflects the natural relationship that used to exist between man and his dwelling before the advent of mass housing.

By separating the housing process into two spheres of decision making, it is also possible to separate the design and construction of supports from the design and manufacturing of detachable units. This may give certain advantages such as industrialization of both supports and detachable units. However, to ensure that a support structure accommodates all types of detachable units and that a detachable unit fits into all

¹⁵Habraken, Supports, P.3.

types of support structures, it is necessary to have a system of agreements. The development of a system of agreements concerning the size and position of material and space is one of the objectives of SAR. (Foundation for Architectural Research).

SAR was established in 1965 by a number of large architectural firms in Holland and the Federation of Dutch Architects guaranteed its financing.¹⁶ One of the documents that was developed at SAR is presented below. This document describes a method for designing support structures and detachable units. It also distinguishes between the production of supports and detachable units. In this way, various professionals involved in the housing process can communicate with one another in a manner that ensures the integration of supports and detachable units.

The following pages present a summary of SAR principles and methodologies. This summary is borrowed directly from a SAR document (originally published in the form of a newsletter) titled "SAR 65".¹⁷ It introduces the purposes of the methodology and defines general terminology; rules concerning the size and position of material and space are proposed. This document is inserted at this point in order to clarify some of the terminology, methods and concepts that are applied throughout this thesis. Following this brief excursion, there is a discussion of applications of this design methodology by SAR and other groups.

¹⁶"Housing: The Flexible Environment," Canadian Architect, December 1970, p. 38.

¹⁷SAR, "SAR 65," Eindhoven, 1965.

SAR 65: INTRODUCTION

"The SAR design methodology has been drawn up as a means to effectuate in the housing process a distinction between two spheres of production. These two spheres of production have been named "support structure" and "detachable units". This distinction is a prerequisite if the occupant is to play a part in the housing process. The occupant can only play his part when he is trusted with a number of decisions concerning the layout and the equipment of his dwelling. The detachable units are the materialisation [sic] of this idea. They constitute a tangible field about which the occupant has right of say. Industry will provide a large range of detachable units, satisfying all individual requirements. The building trade will provide support structures, offering a large range of possibilities for arrangement of detachable units. In this concept the dwelling is the result of an action of the occupant arranging the detachable units of his choice according to his spatial requirements.

The SAR design methodology deals with the design of support structures and detachable units. The first part of SAR 65 contains all rules for positioning and dimensioning of material i.e. of modular co-ordination which must ensure that the separate production of support structures and detachable units remains co-ordinate. The second part of SAR 65 contains all rules for positioning and dimensioning of spaces which are necessary for the design of the support structure.

Rules series 0: General terminology

Rules 0.1

The support structure belongs legally speaking to the imovables [sic], is for inhabitation and is designed in such a way that within it the occupant can decide independently about the layout and the equipment of his dwelling. The detachable units are a set of elements belonging legally speaking to the movables, designed in such a way that by means of those elements the occupant can decide independently about the lay-out and the equipment of his dwelling within the support structure.

Motivation: The concept of support structure and detachable units has been introduced into the housing process in order to translate the right

of say of the occupant in material terms. The support structure contains all that does not fall within the competence of the individual dweller and about which he has no responsibility. The detachable units contain all about which the individual dweller does have competence and about which he therefore holds responsibility.

Observations: The distinction between support structure and detachable units is a distinction in right of say. The question what belongs to the support structure and what belongs to the detachable units can therefore not only be answered in a technical sence [sic]. The division is based on the opinion society has of the role of the individual i.e. on the amount of freedom the occupant can exercise. In each design this division must be explicitly [sic] stated.

The distinction between course building and finishing building is made entirely [sic] on technical grounds. Those terms refer to two phases of the production process. A support structure is a certain kind of structure. A support structure can be a finished product within itself. In the production of a support structure distinction can be made between a course building phase and a finishing building phase.

Recommendation: Make the boundary between support structure and detachable units quite clear in the design process.

Rule 0.2

Support structure material is all material belonging to the support structure. Detachable units material is all material belonging to the set of detachable units.

Motivation: This terminology follows directly from rule 0.1.

Observations: The consequence of rule 0.1. is that in principle every material and every element can belong either to the support structure or to the detachable units depending on the division of competences. Therefore the detachable units do not necessarily have to be industrial productions. Even a masonry wall can belong to the detachable units if the occupant has right of say. (E.g. to remove it).

Recommendation: Use the terms support structure and detachable units only in the sence [sic] as put forward in 0.2. and 0.1. Wherever a distinction

in a technical sence [sic] is wanted use the words course [sic] building and finishing building.

Rules series 1: Size and position of material

Rule 1.1.

Floor plans must be designed on the basis of a 10-20 cm tartan grid.

Motivation: The 10-20 cm grid enables to formulate rules about the position of material. The 10-20 tartan grid is based on the conventions for international modular co-ordination. I.e. the basic module of 10 cm and a preferential module of 30.cm.

Observations: The 10-20 grid is derived from the basic grid of 10 to 10 cm. The 10 cm bands are 30 cm on centre. Therefore 30 cm is the module of the 10-20 grid. This is in accordance with the preferential agreement of the international modular coordination. The distance between tow grid lines can be $n.30+10$, $n.30$ and $n.30-10$.

Recommendations: Use the 10-20 tartan grid for all your housing projects. Also when you are not in a position to make a design for a true support structure. At any rate, communication during the design process will be facilitated and the development of detachable units will be stimulated.

Whenever in a later stage of inhabitation the occupant is permitted to exercise right of say about the lay-out and the equipment of his dwelling the dimensions of the support structure will permit the introduction of a set of detachable units.

Rule 1.2.

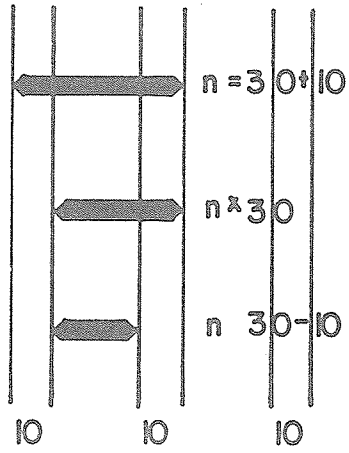
Vertical cross sections must be drawn on a grid of 10-20 cm bands vertically and 20 cm bands horizontally.

Motivation: The internationally accepted rule is that floor to floor heights will be a multiple of 20 cm.

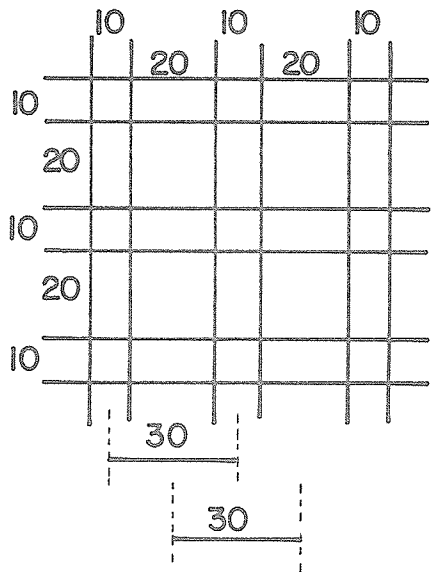
Rule 1.3.

In the horizontal cross section material ends in the 10 cm band of the 10-20 tartan grid.

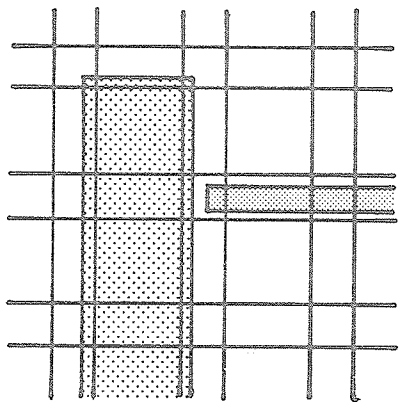
Motivation: This rule applies to the support structure material as well as the detachable unit material. The resulting dimensions of material



rule 1.1



rule 1.2.



rule 1.3.

prove to be quite useful in housing. This rule determines the 10 cm band to accommodate all connections between support structure material and detachable unit material.

Observation: In appendix 2 the series of dimensions are given from which can be chosen in accordance with the above rule.

Recommendations: Observe this rule whenever you consider communication within, and coordination of, the design process and the production process of importance. Disregard this rule only for sound reasons and after ascertaining that communication and coordination will not needlessly be impaired. Do not disregard this rule wherever support structure material and detachable unit material may be expected to meet.

Rule 1.4.

In the vertical cross section finished floors coincide with a horizontal grid line.

Motivation: This rule conforms to the preferential agreement of the international modular coordination.

Observation: The distance between finished floors is therefore always a multiple of 20 cm.

Rule 1.5.

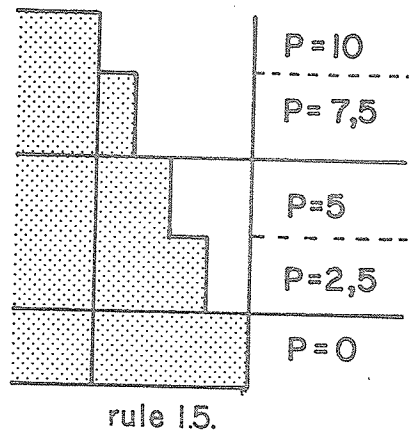
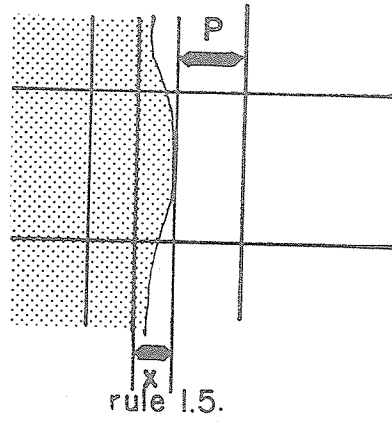
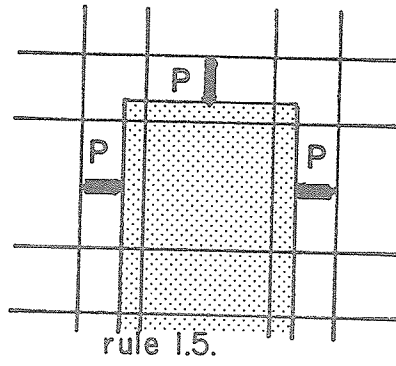
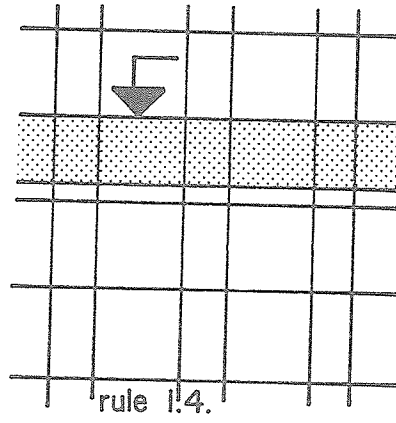
The fitting dimension is the distance between material and the next grid line. The tolerance field of the material is kept outside the fitting dimension.

Motivation: The concept "fitting dimension" has been introduced to lay down the position of material in a modular grid. The fitting dimension enables the following:

- a. The use of non-modular material in a modular grid;
- b. Non-modular positioning of material in a modular grid;
- c. The use of sub-modular measurements in dimensioning of material.

The fitting dimension enables the exact positioning of material.

Observations: As follows from the rule, the fitting dimension always indicates free space. As follows from rule 1.3. the fitting dimension in the horizontal cross section will always be between 0 and 10 cm: $0 < p < 10$. As follows from rule 1.4. the fitting dimension in the vertical cross section will always be between 0 and 20 cm.



Recommendation: A series of fitting dimensions of 0, 2-1/2, 5, 7-1/2 and 10 cm proves useful for many of the traditional construction methods for the support structure. If possible use one fitting dimension throughout a project. Especially were [sic] connections between supports structure material and detachable unit material may be expected.

The guaranteed free space is n.30-10 cm (ie. for p=0 cm).

Rules Series 2: Size and position of space

Rule 2.1.

An α [A]-zone is an area that is inside, that is for private use and has the possibility of direct relation with the outside. A β [B]-zone is an area that is inside, that is for private use and has no possibility of direct relation with the outside. A γ [C]-zone is an area that can be either inside or outside and that is for public use. A δ [D]-zone is an area that is outside and that is for private use.

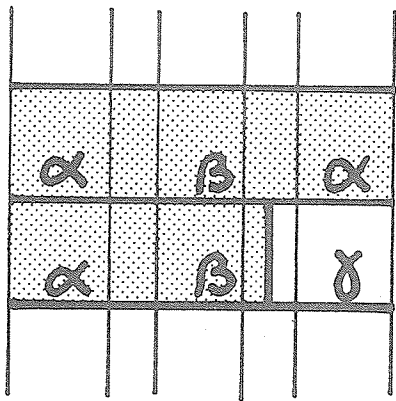
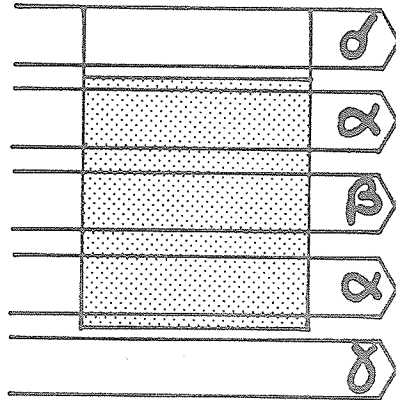
Motivation: Zones give situations. (I.e. inside or outside, relation or no relation with the exterior, public or private). Also the fact that an area can be either for public or private use is a situational characteristic. Therefore zones are a tool to laydown situations. The designer is free to establish which functions may or may not be desired or expected in a given situation. By means of zones situational aspects can be linked to functional aspects and vice versa.

Observations: Each dwelling type is characterized by its specific arrangement of the four zones which have been defined, see appendix 5. Two zones will always be separated by a margin (see rule 2.3.). A zone has only one dimension. The second dimension is introduced by the concept: "Sector". (See rule 2.6.). A zone does not necessarily have to be straight.

Recommendation: Indicate in your design what functions you designate to a given zone. This may be done by giving a zone-analysis.
. A zone-analysis is the motivation of the sizes of the zones which have been chosen. Therefore a zone-analysis represents the standards which have been set for the design.

Rule 2.2.

A margin is an area between two zones. It has the properties of the two



rule 2.1.

adjacent zones and therefore it derives its name from these zones.

Motivation: Margins enable to make decisions at a later stage about the position of material and the dimensions of the spaces. (See also rule 2.4.).

Observations: An $\alpha\delta$ [ad]-margin, an $\alpha\gamma$ [ac]-margin and a $\beta\gamma$ [bc]-margin always contain in facade. A margin between a γ [c]-zone and any other zone always represents the boundary between public and private territories.

Recommendation: In a zone-analysis the adjacent margins are always taken into consideration. If necessary however, a separate margin-analysis can be made in order to motivate the size of the margin by demonstrating what specific elements are related to the margin in the given design.

Rule 2.3.

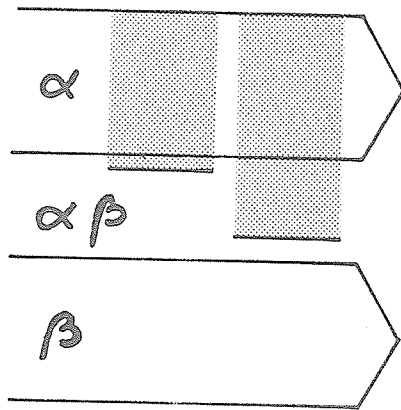
Specific living spaces are spaces designated to accommodate one main function of which the dimensions can be determined beforehand on the basis of an analysis of this function.

General living spaces are spaces designated to accommodate more than one main function. Therefore the dimensions of general living space cannot be determined beforehand but must follow from the lay-out variants.

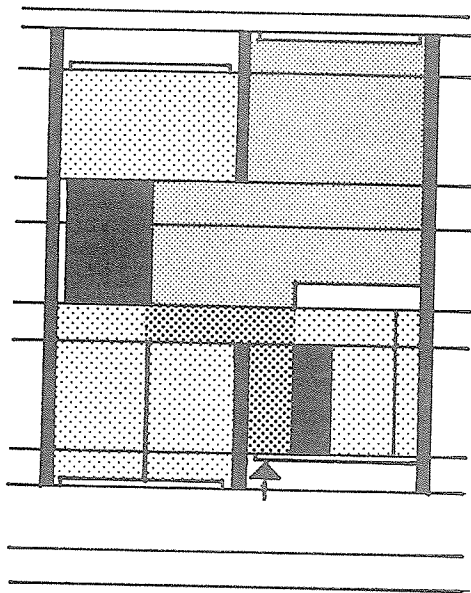
Utility spaces are spaces designated not for living purposes but have a utilitarian character. The dimensions can be determined beforehand on the basis of an analysis of the utility functions.

Motivation: The distinction between the three categories of spaces makes available to the design process groups of elements each having certain characteristics. The distinction between the space categories has been made in such a way that it is possible to determine beforehand the specific living spaces and the utility spaces on the basis of certain standards. This enables one to evaluate a support structure by giving as many as possible lay-out variants which are all based on the same space elements and therefore are all based on the same set of standards.

Observations: In principle one can establish for each design process separately the set of specific living spaces with which the lay-out variants in the support structure can be designed. Reference is also made to rule 2.4. where a link is made between specific living spaces and zones.



rule 2.2



rule 2.3

Recommendation: When deciding upon the specific living spaces draw up a "Summary-sheet specific living spaces".
When deciding upon the utility spaces use the [draw up a] summary-sheet "Paper detachable units." . .

Rule 2.4.

A specific living space ends in two successive margins.

Motivation: This rule links the dimensions of zones to the dimensions of specific living spaces. Because the dimensions of specific living spaces follow from functional analysis and the standards which can be derived thereof, this relates the dimensions of zones to the possibilities for lay-out of the support structure.

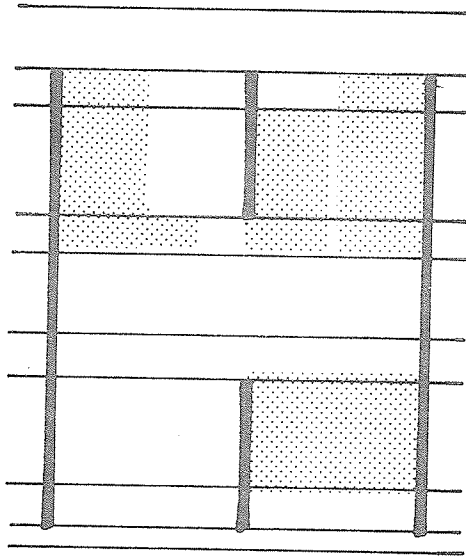
Observations: On the basis of the zones and margins the designer is free to formulate further rules designating certain types of specific living spaces to certain zones. The width of an α [A]-zone or β [B]-zone represents the minimum depth of specific living spaces which can be positioned in this zone. The adjacent margins represent the extra depth available to specific living spaces, according to rule 2.4. The size of a α [A]-zone of β [B]-zone together with the adjacent margins represent the maximum depth which the specific living spaces can have that are positioned in these zones.

If the total size of a zone plus margin is kept constant the designer is still free to choose between a small margin plus a large zone or a large margin plus a small zone. The first example demonstrates little variability but high minimum standard. The second example demonstrates much variability but a minimum standard which is relatively low. Therefore standards regarding the dimensions of specific living spaces are laid down by the dimensions of zones and margins.

Recommendation: Relate the chosen specific living spaces and zones to one another in the "Summary-sheet specific living spaces".
. . . . This makes the desired relation between zones and specific living spaces clear to other people.

Rule 2.5.

The dimension of zones is always n.30-10. The dimension of margins is always n.30+10.



rule 2.4.

Motivation: Because the width of an α [A]-zone or a β [B]-zone represents the minimum depth of the specific living spaces which can be positioned in those zones (see 2.4.) the zone is a guaranteed free space. A guaranteed free space always measures n.30-10 (see 1.5.). Therefore separation walls of specific living spaces which run parallel to the zones will always be positioned in the margins.

Because material always ends in the 10 cm band of the 10-20 tartan grid (see rule 1.3.) the margins always have the dimension n.30+10.

Observations: The minimum margin therefore is 10 cm. There is always a margin between two zones. Separation walls of specific living spaces which run perpendicular to a zone can lie in the zone. Separation walls of specific living spaces which run parallel to the zone will always lie in the margin.

Rule 2.6.

A sector is a part of a zone which the adjacent margins within which the arrangement of spaces can be freely chosen.

Motivation: A zone has only one dimension. The concept of sector introduces the second dimension. Therefore a sector represents a specific area which has the properties of the zone.

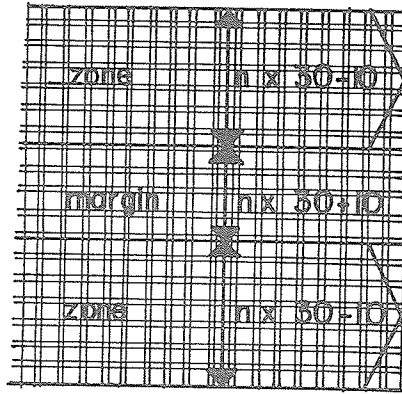
Observations: There are $\alpha, \beta, \gamma, \delta$ [A, B, C, and D]-sectors. Sectors are defined by the positioning of support structure materials in the zones and/or the margins. Therefore the support structure can be considered to be an arrangement of sectors. A dwelling within a support structure can be considered to be a sector group.

A sector can be analysed on its lay-out possibilities. This analysis takes into account all which has already previously been established in the zone-analysis.

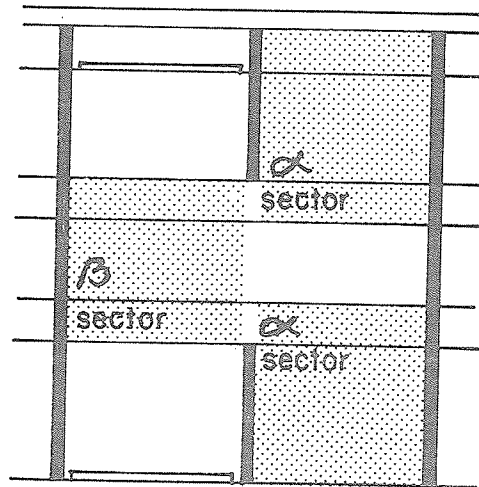
Recommendation: Make a sector-analysis of every support structure. This will give information about the lay-out possibilities of the support structure. Before most it will motivate the chosen positions and dimensions of the load-bearing elements...

Rule 2.7.

A basic variant gives the position of the living functions which together



rule 2.5.



rule 2.6.

constitute a dwelling programm [sic] within a given sector group. A sub-variant of a basic variant is a worked out lay-out plan of which the living functions and their positions conform to those of the basic variant.

Motivation: In a given floor space which can be arranged into a dwelling most often than not the number of possible lay-out variants remains quite obscure. E.g. by altering the position of a door one can already create a new variant. The concept "basic variant" enables to note down specific functional organizations of a dwelling. By noting down all possible basic variants of a given sector group one gains insight into the spatial and functional possibilities of part of a support structure.

Observations: The basic variant is a code and therefore does not give the dimensions of spaces but only the position of the living functions. (The specific living spaces as well as the general living spaces). Because the relation between the sizes of specific living spaces and the sizes of zones, margins and sectors is known by previous analysis the notation of a basic variant gives quick insight into the lay-out possibilities of a given sector group.

A new basic variant occurs whenever:

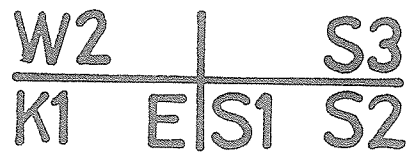
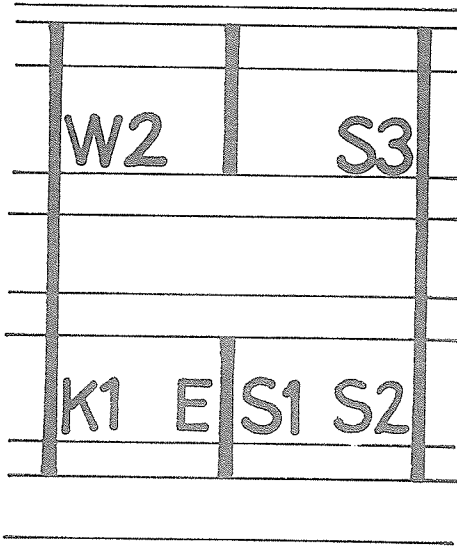
- a. A function is exchanged for another function;
- b. A function changes position.

Therefore each basic variant really is the notation of a collection of sub-variants. Therefore each floor plan may be seen as a sub-variant of a basic variant.

Recommendations: Note down the basic variants schematically... Under each lay-out plan note down the basic variant of which it is a sub-variant. Always check if a basic variant is possible by drawing at least one matching sub-variant. In designing a support structure note down only those basic variants which have been checked."

Coding of space functions:

R	(R)	= space in general
R1	(R1)	= specific living space
R2	(R2)	= general living space
R3	(R3)	= utility space
W	(L)	= livingroom



rule 2.7.

W1	(L1)	= livingroom without dining area
W2	(L2)	= livingroom with dining area
W3	(L3)	= second livingroom
K	(K)	= kitchen
K1	(K1)	= kitchen without dining area
K2	(K2)	= kitchen with dining area
S	(B)	= bedroom
S1	(B1)	= single bedroom
S2	(B2)	= double bedroom
S3	(B3)	= master bedroom
B	(S)	= Storeroom
C	(T)	= Sanitary cell, bathroom, toilet
E	(E)	= entrance

The foregoing presentation of SAR principles and methodologies makes possible the design and production of supports and detachable units in two separate processes. The products of these processes, namely support structures and detachable units, are the space and material which the occupant combines together in a variety of ways to complete a dwelling. But what are the characteristics of a support structure that suggest the possibilities for various kinds of dwellings to a variety of occupants? In the first part of this chapter, examples of the work by three well known architects are presented that may be called support structures. The difference is that these structures were not necessarily conceived of as 'supports' in the same sense as Habraken's conception. There is a distinction between support structure and detachable units in terms of technical and industrial possibilities for mass production of certain components. But it is apparent that there was no attempt to clearly define the 'right of say' of the occupants. As is demonstrated by Le Corbusier's project at Pessac, France, the right of say of occupants

to personalize dwelling space developed over time and the results perhaps even contradict the aesthetic intentions of Le Corbusier. Should there be a clear definition of the right of say of an occupant, or should there be a 'margin' of contradiction created by a complex design?

Habraken has negated Le Corbusier's Domino House as an example of a support structure, (see fig. 1.4.).

"A support is not a skeleton"¹⁸

Martin Pawley states that part of Habraken's argument rejecting Le Corbusier's theory of structure as skeleton is due to the fact that:

"different life-spans envisaged for detachable units and support structure makes it necessary to regard the latter as enclosure rather than framework"¹⁹

Habraken feels that many architects conceive of supports as "large areas of floor with a few obstructions in the way (e.g. columns and ducts) as possible... skeletons to be filled in."²⁰ But this kind of approach is from a 'technical point' of view of a designer, "not however the designer of supports, but the designer of dwellings (those things which are not things)."²¹

A designer of supports, Habraken is occupied with another problem.

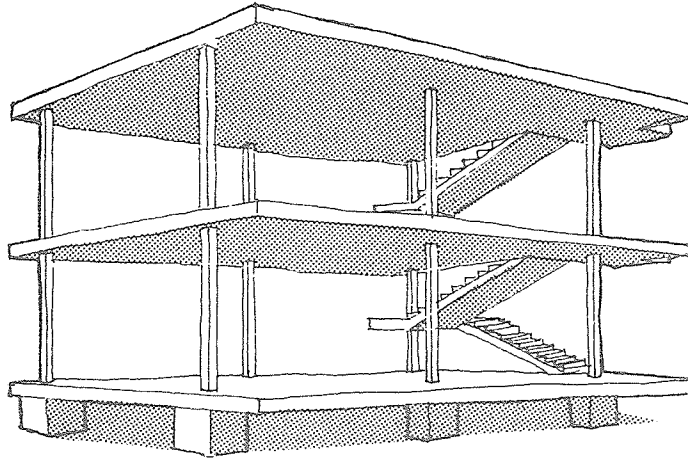
"He does not want to design dwellings. He tries to conceive of a building in which other people, who are not designers, will be able to recognize the possibilities to live by, through the means of detachable units. A support therefore should not be neutral. Neutral things are hard to identify with. And to dwell is a process of identification even if it is not consciously recognized as such."²²

¹⁸N. J. Habraken, "Three R's for Housing," Forum vol. 20, no.1 (December, 1966), p. 32.

¹⁹Martin Pawley, "Mass Housing: The Desperate Effort of Pre-Industrial Thought to Achieve the Equivalent of Machine Production", Architectural Design, January 1970, p. 35.

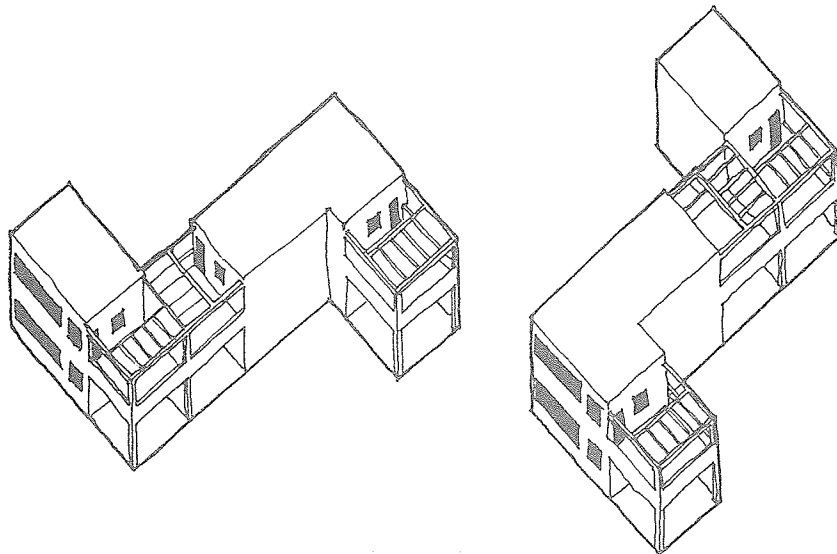
²⁰N. J. Habraken, "Supports: Responsibilities and Possibilities," Architectural Association Quarterly, Winter 1969, p.28. ²¹Ibid. ²²Ibid.

Fig. 1.4.
DOMINO HOUSE



Architect: Le Corbusier

PESSAC HOUSING



Architect: Le Corbusier, Pessac, France, 1926

Habraken continues by giving examples of architectural symbols in a support structure that provoke an occupant to recognize the possibilities for dwellings.

"It should give real form, real spaces; spaces that are not rooms (yet) but nevertheless tempt the imagination, suggesting more possibilities for living than the occupant could have thought of before seeing them. A support should, by its architecture provoke use. It should offer places, dark or sunny, small or roomy, that could just be places to sit, to eat, to sleep. Places that suggest possibilities for kitchen, bedroom, and living areas in unending variations and combinations."²³

He concludes this description of the nature of supports by stating that:

"designing of supports calls for real architecture and real architects who can compose shapes and spaces that eventually may have more character than can be found in any other design for housing than we can think of today."²⁴

The work of Habraken and SAR has universal application as an alternative to mass housing. However, at least one author suggests that SAR's research has very particular Dutch characteristics as indicated by the influence of the De Stijl movement on Habraken's approach:

"One perceives a number of strong affinities with previous movements in architecture, such as De Stijl, wherein one also sought to enunciate objective conceptual basis for architectural production and, at the same time, to demonstrate its roots in human social existence."²⁵

Even Habraken's notion of process as opposed to the completed project, his concern for qualities of space, its positioning, dimensioning and use as opposed to the particularities of material, his search for universally valid relationship patterns, all of these are a continuation of the research by members of the De Stijl-group such as Mondrian, van Doesburg, Rietveld and Oud.

²³Ibid

²⁴Ibid

²⁵Taylor, Brian Brace, "Nikolaas Habraken", Architecture d'Aujord'hui (July-August, 1973), p. 64.

There are two basic types of support structure designs developed at or in conjunction with SAR. They are characterized by load bearing walls that are either perpendicular to the facade or parallel with the facade (see fig. 1.5.). The load bearing walls have openings at appropriate places to achieve various sizes of dwellings and various positions of dwelling functions. Services ducts are clearly defined. Detachable units consist of partition panels, storage units, appliances, plumbing fixtures and doors.

The support structure design study developed for the Amsterdam project in Holland is an example of load bearing walls and columns organized in rows perpendicular to the facade.²⁶ The position of the structural material and the openings between the material defines the zones, margins and sectors. The proposal for a pilot housing project for the Philips Pension fund in Rotterdam, Holland is an example of load bearing walls organized in rows parallel to the load bearing facade. The position of the structural material and the openings between the material defines the zones, margins and sectors.²⁷

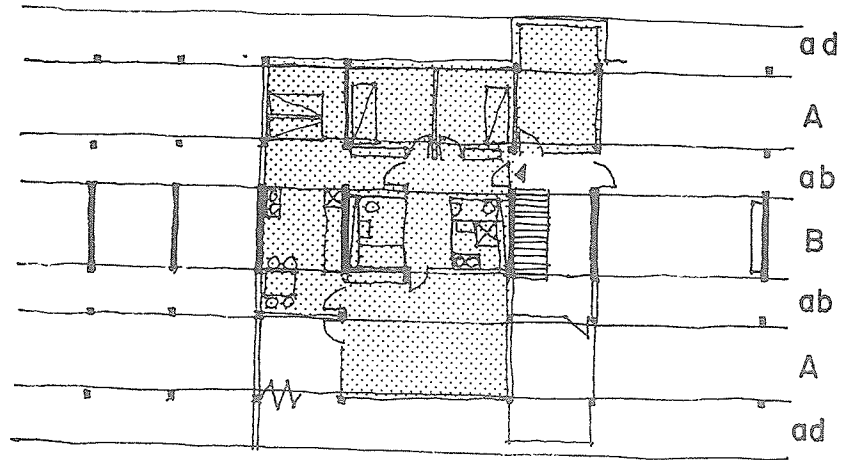
Two studies which recognize the phenomenon of additions by the occupants are based on the ideas of support and detachable units, (see fig. 1.6.). The design proposal by the architects De Jong, Van Olphen and Bax for Linschoten, Holland urban redevelopment is also a system of load bearing walls perpendicular to the facade.²⁸ The zoning for the dwellings is

²⁶ N. J. Habraken, "Involving people in the Housing Process," RIBA Journal, (November 1972) p. 469-79.

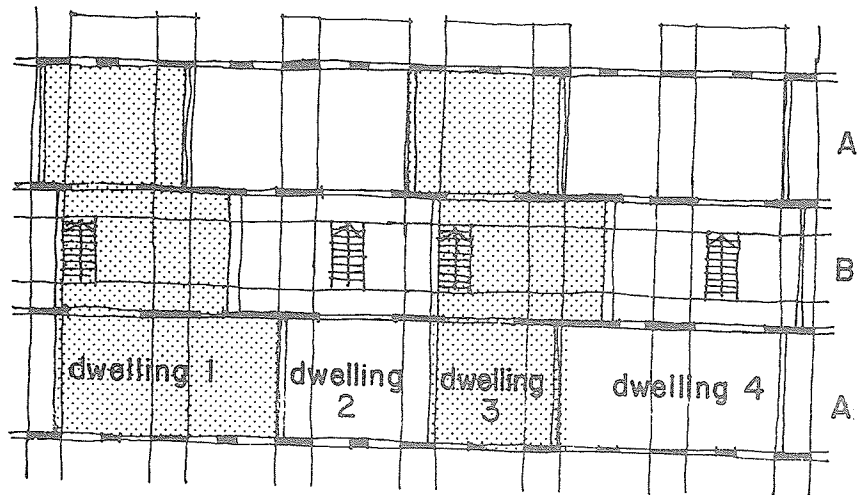
²⁷ Ibid., p. 473-76.

²⁸ N. J. Habraken, "The pursuit of an Idea," Plan 3 1970, p. 211-218.

Fig. 1.5.
SAR SUPPORT STRUCTURES



Project for Amsterdam
(bearing walls perpendicular to the facade)



Project for Rotterdam
(bearing walls parallel to the facade)

extended to a continuous zoning proposal for the entire site. This is related to a study of urban issues, another area that SAR has researched extensively. A housing project in Delft, Holland by the Dutch architect S.J.H.H. Haaksma is a good example of the idea of supports and detachable units applied to row housing:

"The shell housing project by Haaksma approaches most nearly of all Dutch housing projects the conception of SAR."²⁹

This project almost reminds one of Pessac by Le Corbusier where the occupants have added pitched roofs and lean-to porches to what was originally a 'sugar cube'.

The only unfortunate thing about the work by SAR is that none of their studies or projects have been implemented in entirety. Therefore, it is not possible to give an evaluation of dwellers reaction to supports and detachable units in Holland. However, Habraken's and SAR's work has influenced other architects and planners. Two groups in particular that have followed this lead are Jos Weber in Hamburg, Germany, and The PSSHAK group in London, England.

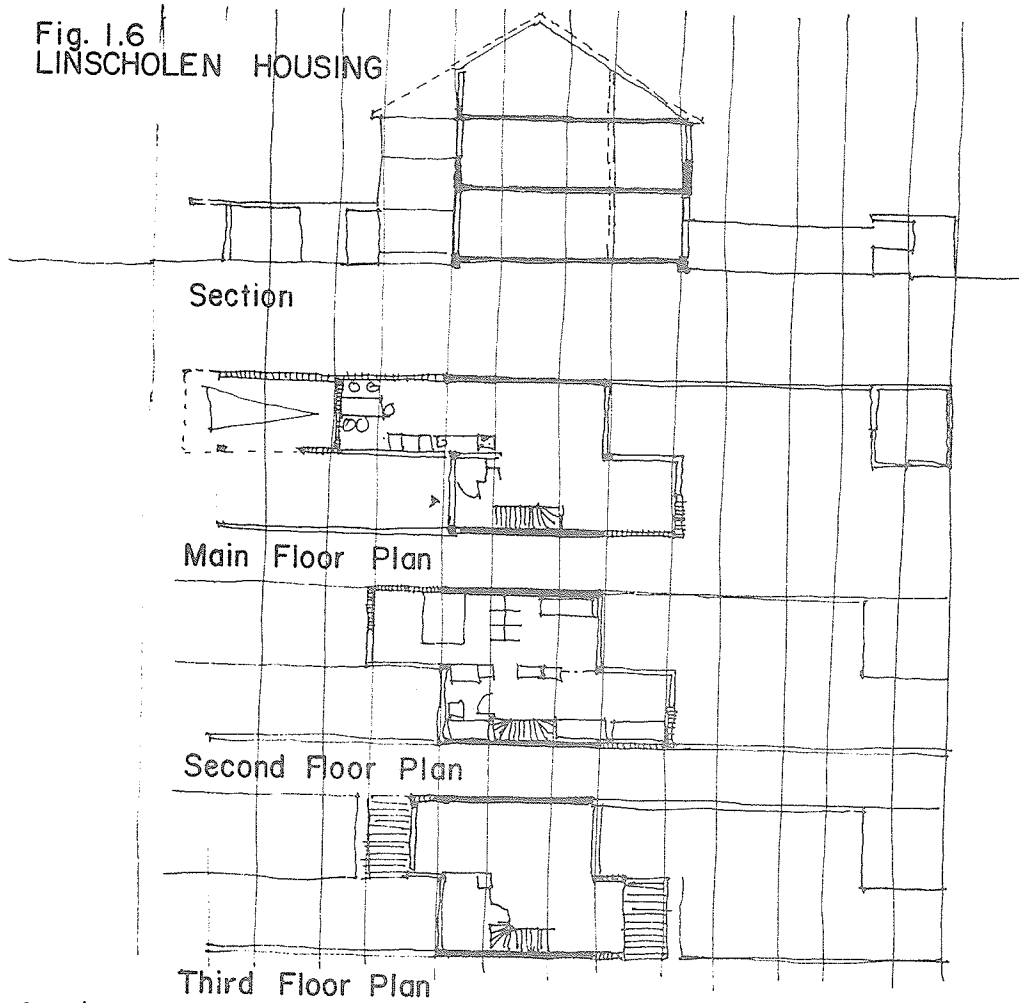
Hamburg, Germany

Professor Jos Weber of Hamburg University has been involved with applying SAR principles and methodologies to projects in Hamburg, Germany. The town plan study for Hamburg-Mummelnsberg 1968 is an application of continuous zoning.³⁰ Jos Weber has attacked the housing problem in Hamburg and other European cities from a social-political point of view. His work has influenced the city state of Hamburg in deciding to adopt SAR principles

²⁹Plan 12, 1973, p. 33 .

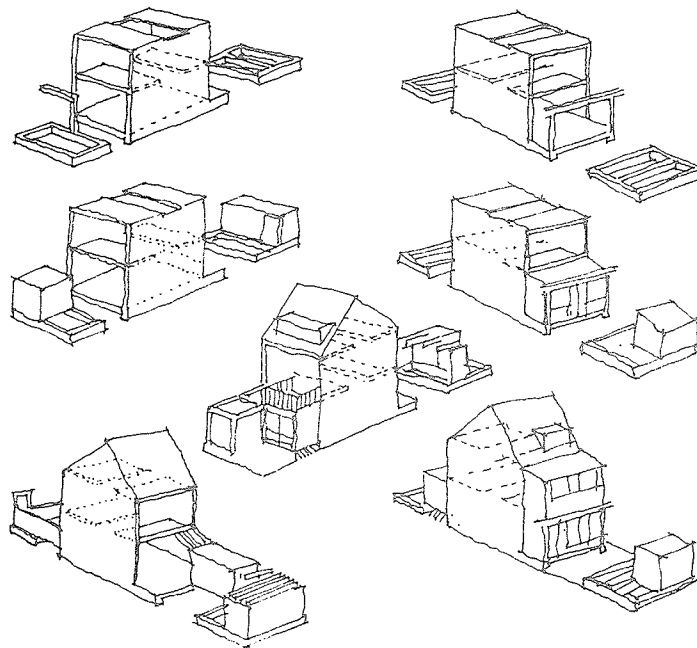
³⁰Habraken, "The Pursuit of an Idea", pp. 172-173.

Fig. 1.6
LINSCHOLEN HOUSING



Architect: De Jong, Van Olphen, Bax, Linscholen Holland, 1965

DELFT
HOUSING



Architect: Haaksma, Delft, Holland, 1973

and methodologies for future public housing projects.

There are two examples of support structures from Hamburg worth mentioning. The first is an experimental communal housing project where 150 potential future inhabitants participated in planning for communal living (see fig. 1.7). It is part of the Hamburg-Steilshoop housing project by Candalis and Woods.³² The bearing walls are perpendicular to the facade with openings punched through in appropriate places to achieve social interaction. All of the members share common kitchen, dining and living areas, but each family or sub-group has their own private area. It is assumed that the internal partitions are flexible.

The second example is a study made by Jos weber and Rolph Spille for a support structure that can accommodate internal expansion and contraction of dwelling units. The bearing walls and expanded columns are perpendicular to the facade. The stairwell serving two or three dwellings at each level is reminiscent of Mies Van der Rohe's, Weissenhofsiedlung apartment house. Wet cells which may be either kitchen or washrooms are centrally located, back to back, to provide for a variety of combinations of use.³²

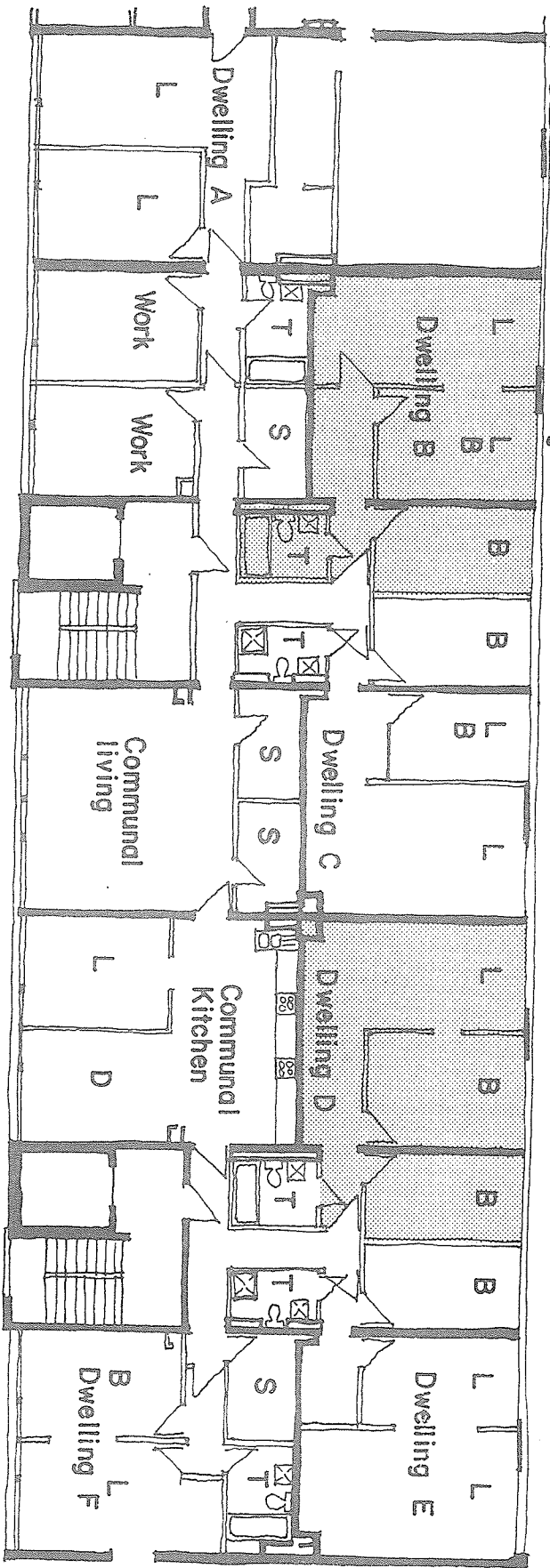
Project PSSHAK

Nabil Hamdi, Nic Wilkinson and John Evans initiated a program in London, England (1967) called PSSHAK (Primary Support Structure and Housing Assembly Kit). It was inspired by the work of John Habraken and SAR. Between 1967 and 1971 the PSSHAK group carried out a number of experimental

³¹Rolf Spille and Jos Weber, "Humaner Wohnung-und Stadtebau", (Hamburg: September 1973) p. 16.

³²Ibid., p. 42.

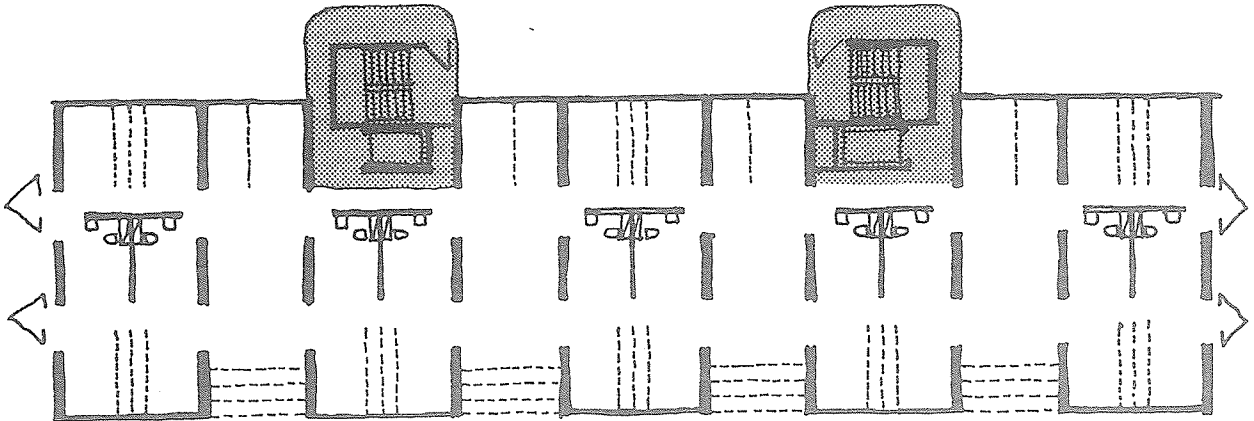
Fig. 1.7.
HAMBURG -
STELLSHOOP



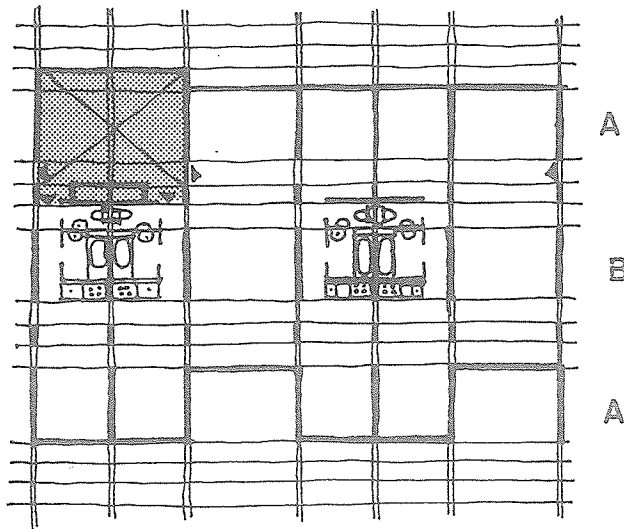
Partial floor plan
Potential future
inhabitants
participate in
planning communal
units

Architects: Candilis
and Woods, Hamburg,
Germany 1970

Fig. 1.8.
HAMBURG SUPPORT STRUCTURES



Typical floor plan: initial study



Typical floor plan: second study

Architect: Weber and Spille, Hamburg, Germany 1970

projects in England and abroad that were related to the idea of supports as an alternative to mass housing. In 1970, Hamdi and Wilkinson met with the English Minister of Housing and officials from the GLC (Greater London Council) to explore the possibilities of implementing this idea. Following this meeting they began studying the effects that the constraints and standards set by the Ministry and GLC would have on PSSHAK methodology and the development of a prototype support structure.³³

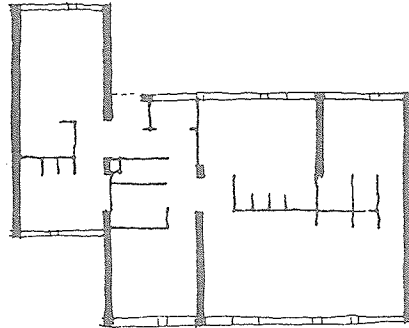
The work of Hamdi, Wilkinson and Evans is an application of John Habraken's theories and the principles and methodologies developed by SAR. Some of the ideas and terminology have been adapted to the particular English situation. For example, the PSSHAK group states that their idea is not technical in the sense that another house building system is being proposed. Their idea is organizational in the sense that it divides the housing process into two areas of decision making: one for the architect, builder, and local authority, the other for the industrial engineer, manufacturing industry and occupant.³⁴

The PSSHAK group points out, as did Habraken, that dividing the housing process into two areas of responsibility creates other possibilities. The division makes possible a system of working which efficiently co-ordinates all building systems, techniques and materials. Support structures can be designed with options for a variety of life styles. Housing authorities can have an initial choice of a defined range of dwelling sizes and types in a given structure, and the ability to change these ratios as housing needs change.

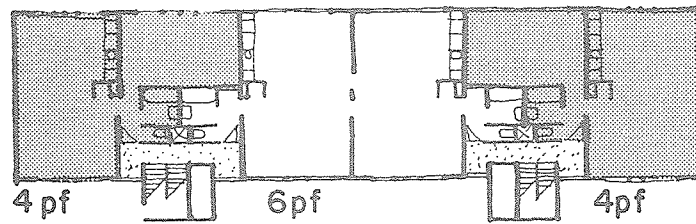
³³"Habraken in Hackney," The Architect's Journal (15 September 1971): 573

³⁴Nabil Hamdi, Nicholas Wilkinson and John Evans, "PSSHAK", RIBA Journal (October 1971): 434.

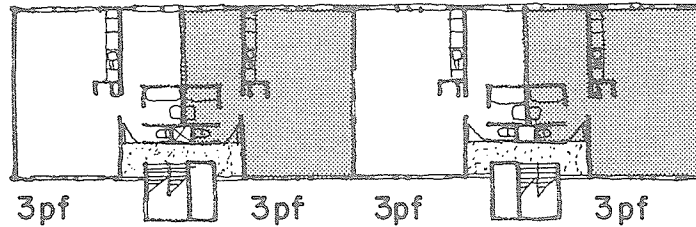
Fig. 1.9
PROJECT PSSHAK



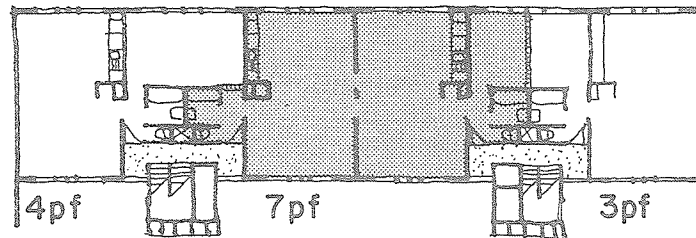
Floor plan, initial scheme



Level 3 plan



Level 2 plan



Ground Level plan, final scheme

The first step towards putting these ideas into practice involved a proposal for the support structure and assembly kit and the costs for both on a site at Stamford Hill, Hackney. Discussions began in 1970 with a group of people interested in the idea. As a result, the PSSHAK group became responsible for the support structure design, Samson Feather Morgan and Triwall for the Assembly kit design. Concrete Limited was responsible for manufacturing the support structure, Dupont Group and Triwall for manufacturing the assembly kit. The GLC was responsible for using the support structure, and the occupants for using the assembly kit. The process of implementing the idea of supports and assembly kits demonstrated that a division of the decision making process was feasible:

"in terms of organization and relations between the working parties, the framework for decision making and communication has fallen clearly into areas divided between the projection of support structures and of assembly kits."³⁵

In order to establish criteria for the design of the assembly kit, the designers submitted a questionnaire to the GLC to be answered in terms of the policy of the authority and ministry standards. Some questions concerned user participation such as familiarization, planning, ordering, installation, movement, personalization, and rental system. Other questions concerned user requirements such as use of space, division of space, acoustics, services, storage, work surfaces and appliances. The following is the reasoning behind a policy decision regarding administering an assembly kit:

³⁵Hamdi, Wilkinson and Evans, "PSSHAK", p. 439.

"the conventional dimensional solution of providing a range of components of varying sizes to achieve, by different combinations a wide range of overall dimensions would create difficulties in the envisaged domestic situation. This solution implied that when the occupant wished to modify the plan of his home, he would need sufficient understanding of the system to calculate the panels required and also access to a store which would contain panels of the necessary dimensions and would also accommodate discarded panels. They therefore decided that there should be one standard width for all components and an extendable component to accommodate varying space dimensions"³⁶

This type of policy decision may have been better supported by research into the actual reactions of occupants to a variety of panels versus the chosen solution. A technical gadget such as an extendable panel may produce more maintenance problems than would panels of various sizes. This decision also underestimates the ability of occupants to comprehend such a simple thing as combining various sizes of panels to achieve a layout.

In their proposal to the GLC, the PSSHAK group stated that the need for adaptable housing is threefold:

- "a) to meet the requirements of different families. When we experimented with a model that allowed tenants to arrange their dwelling space, we found that 60 per cent of them would have liked to change their flats in the various ways from the GLC standard plan, e.g. to increase the size of the kitchen, or to provide a hobbies space.
- b) to meet different space needs of the family as it changes over the years.
- c) to provide more space as living standards rise."³⁷

The initial design proposal submitted to the GLC accommodated these needs for adaptability. The support structure was designed to accommodate internal flexibility and also internal expansion or contraction of dwellings.

³⁶Ibid.

³⁷Nabil Hamdi, Nicholas Wilkinson and John Evans, "Project PSSHAK" a report submitted to the GLC, London, May 1971, p. 1.

"Just as the decisions about the design and manufacture of the assembly kit are independent of those about the structure so decisions about the use of the structure (size and type of dwelling) are independent of those about the arrangement of the assembly kit in the structure."³⁸

The initial support structure was designed on the basis of zones and zone components. Instead of using Greek letters of the alphabet to designate the four types of zones, Hamdi and Wilkinson assigned letters from the Roman alphabet.³⁹ The alpha zone for functions which have a direct relation to the outside was called the A zone. The beta zone for functions which have no direct relation to the outside was named the B zone. The gamma zone for public space and circulation was designated the C zone and the delta zone for private outdoor space was called the D zone. Their support structure design was made up of A and B zones. No margins were indicated between zones. When functions of a A zone overlapped into a B zone, or vice versa, a margin was established. The dimensions they gave to the zones appears to include the margins. The A and B zones were divided into 'zone components' by structural material, by service ducts or circulation stairs. (A zone component is the same as a sector.) There were various possibilities for dwellings functions within 'zone components'. The analysis of these possibilities then related the dimension of a 'zone component' to human need and to the technical limitations of the structure. With two zone widths and two zone component widths, the initial scheme had four 'zone components' with four different areas. Continuous zoning was drawn over the entire site plan and the L-shaped basic element was laid out in various patterns. The overall design proposal was like a

³⁸Ibid., p. 440

³⁹The designation of zones by Hamdi and Wilkinson is adapted in a representation of SAR methodologies, Supra, p. 11.

growth system with the basic L-shaped element crossing over the continuous zoning, creating public and private outdoor spaces.

The proposed assembly kit consisted of full width partition panels, half width partition panels and expandable doors. Together, these components could be combined in a variety of ways and still take up tolerances between structural walls. The criteria for designing the assembly kit were:

- a) components must be easily moved by one person, maximum weight - 100 lbs.
- b) components to reduce airborne sound by db.
- c) fire resistance rating to be at least one hour.
- d) components to be secured between the floor and the ceiling and butt-jointed to the walls.
- e) components to carry electrical wiring in a polyester foam skirting so that lights and appliances could be located anywhere.
- f) components to form partition walls.
- g) Components to form the body of cupboards.
- h) cupboard doors and interior fittings suspended from a front frame.⁴⁰

The initial design scheme was not implemented and a second scheme was developed that was still based on the idea of supports and an assembly kit.^{41, 42.} Four blocks, three stories high were planned to enclose a public courtyard. One of the blocks was designed as an experimental structure. It differs from the other three conventional block in two ways.

⁴⁰Hamdi, Wilkinson and Evans, "Project PSSHAK", p. 2.

⁴¹Andrew Rabeneck David Sheppard and Peter Town, "Housing Flexibility?", Architectural Design, November 1973, p. 727

⁴²Marie-Christine Gangeux, "PSSHAK: Les Recherches Theoriques de SAR a L'epreuve en Angleterre," Architecture d'Aujourd'hui, Mai-Juin 1975, pp 74-76.

The sizes of the apartments can be increased or decreased to accommodate 2 to 8 persons and each apartment contains an assembly kit of flexible partitions. The design is reminiscent of Mies Van der Rohe's Weissenhofsiedlung Apartment House, and similar to T and A William-Olssons experimental block in Gothenburg, to be discussed later. A stairwell serves either one or two (depending on the size) double aspect apartments on each floor. Two washrooms are back to back, adjacent to the stairwell. The kitchen fixtures are located against the internal bearing walls. The bearing wall construction is pierced in appropriate places to allow for various sizes of dwellings. The 'ribbon windows' have large mullions, carefully spaced in order to take the internal partitions at several locations. The structure is designed on a 10-20 cm tartan grid with structural material ending in the 10 cm band. This allows for a fitting dimension between the assembly kit and the structure.

This project is completed or nearing completion in England. No evaluation of its success or failure has been discovered to date. However, Rubeneck et al have commented on Project PSSHAK:

"Apart from the obvious difficulties of working in a bureaucracy, it seems to us that the assembly kits or detachable units are a red herring. They are important only as a part of the supports concept as a whole, as means of providing occupants with a tool for exercising individual choice within the community-provided support structure...the search for a perfect kit of parts within an adaptable shell seems paradoxical...the objects themselves have little to do with the 'act of dwelling'...they are simply not important, beyond simple functional requirements"⁴³

Flexible and Adaptable dwellings

Andrew Rabeneck, Peter Town and David Sheppard have evaluated recently a number of flexible and adaptable dwellings in France, Sweden, Germany, the

⁴³Rabeneck Sheppard and Town, "Housing Flexibility?," p. 727.

Netherlands, Switzerland and Britain.^{44,45} Their evaluations of two projects in France and Sweden are summarized, together with their proposals for an approach to adaptable housing.

In Rheims, France, Lac and Xavier Arsène-Henri first experimented with movable partitions fixed over a continuous floor finish for an otherwise conventional industrialized public housing project of 720 units. This taught them that to progress in the study of flexibility of layout, they must consider also the shell of the building. Their efforts are based on the social concern that a standardized dwelling type negates originality by the occupant and may alienate man with his material environment. Their three principles are:

1. ... everyone should be able to layout his home as he wishes, including the right to make mistakes as a part of that freedom provided that does not inhibit freedom of others ... (for example, the need for acoustic separation).
2. ... each person ought to be able to express himself as a function of his choices. His home should be personalizable.
3. ... each person should be able in his home to make a creative act by organizing his space, based on the context within which he finds himself. Even being a co-author brings a measure of satisfaction."⁴⁶

A recent example of Arsène-Henri Brothers work is a project for 37 apartments at Montëreau near Paris (see fig. 1.10.). The design characteristics are:

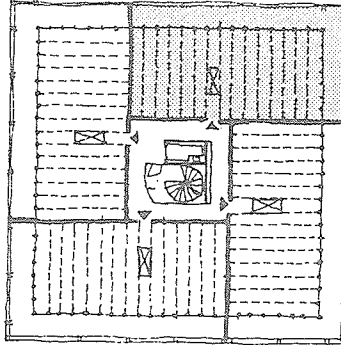
1. Four apartments per floor grouped around a central circulation core.
2. Long span concrete floors provide unobstructed floor areas except for a central prefabricated service core.

⁴⁴Rabeneck, Sheppard, and Town, "Housing: Flexibility?", pp. 698-727.

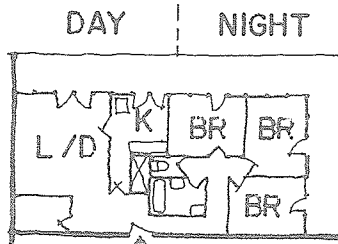
⁴⁵Andrew Rabeneck, David Sheppard and Peter Town, "Housing: Flexibility/Adaptability?," Architectural Design, February 1974. pp. 76-90.

⁴⁶Annales de l'Institut Technique du Batiment et des Travaux Publics, No. 295-296 July-August 1972, cited by Rabeneck, Sheppard and Town, "Housing Flexibility?," pp. 703-04.

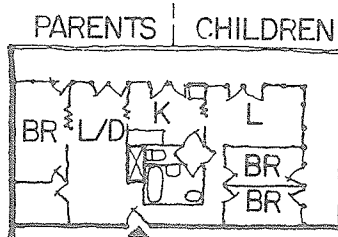
Fig. I.10.
MONTEREAU SUPPORT STRUCTURE



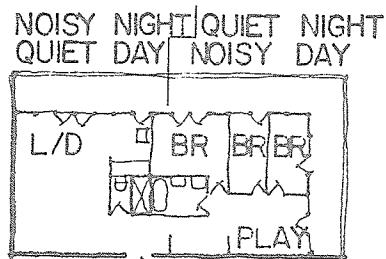
Typical Floor Plan



Zoning possibility



Zoning possibility



Zoning possibility

Architects: Arsene - Henri Bros., Rheims, France, 1970.

3. A 90 cm planning module
 4. Mechanical ventilation to permit any internal layout.
 5. Cast-in-place structural party walls eliminate sound transfer between apartments.
 6. A balcony all around the perimeter.
 7. Facade consists of solid, fully or partially glazed panels between structural mullions on the 90 cm module. Panels are fixed or slide on a track and may be interchanged.
 8. Interior partitions are 2.5 m high by 90 cm wide by 3.5 thick hollow core chipboard, veneer faced with cover strips.
 9. Perimeter heating and electrical outlets on each structural mullion.
- Occupants determine the position of the various facade panels in relation to the chosen internal layout. Of the ten hypothetical layouts by the architect that illustrate possibilities for dwelling, none were chosen by occupants. As a result, no two plans are the same:

"people got the hang of designing layouts on squared paper very easily, particularly if doing it in the actual space."⁴⁷

Other points worth noting are a) the plans made by the occupants would never have been made by an architect, b) the apartments became a very private domain, c) the balconies were too narrow to use fully (160 cm or approximately 5 ft), d) occupants were delighted with the opportunity to design their own apartment.

In Sweden, an experimental housing block was built by the Gothenburg Housing Company in 1953. It was based on a proposal for a housing design contest in 1951 by Tage and Anders William-Olsson where the apartments

⁴⁷Rabeneck, Sheppard and Town, "Housing: Flexibility," p. 704.

had movable partitions.⁴⁸ (see fig. 1.11). The design closely resembles Mies Van der Rohe's apartment house at Weissenhofsiedlung. Each stair serves two apartments on each floor. Every apartment has double aspect and the floor area of each apartment is interrupted only by intermediate columns.⁴⁹ The bathrooms are located adjacent to the stairwells. Kitchen fixtures such as a stove with a ventilation hood, work surface, sink and draining board are fixed against the party wall. The movable fixtures consist of a counter separating kitchen from dining area, cupboard units and partition walls:

"Partition walls and cupboard units have been built with four different types of specially constructed wooden elements of room height; wall elements of 20 and 60 cm, hatch elements of 60 cm and door elements of 80 cm. A reserve supply of such elements, together with battens for assembling, was put in readiness as soon as the building was completed"⁵⁰

A study was made by the National Swedish Institute for Building Research 10 years after the experimental block at Gothenburg was occupied to determine how residents used the apartments and what their opinions were. The following is a summary of their findings. The first families to move into the block as tenants were allowed to determine the layout of their apartment in consultation with the architect.

"Out of 38 families investigated, 22 took advantage of the possibility of changing the layout by moving the walls in order to obtain a dwelling adapted to their particular needs. Just under half of them had changed the layout twice, and most changes had been made in the large and in the small flats"⁵¹

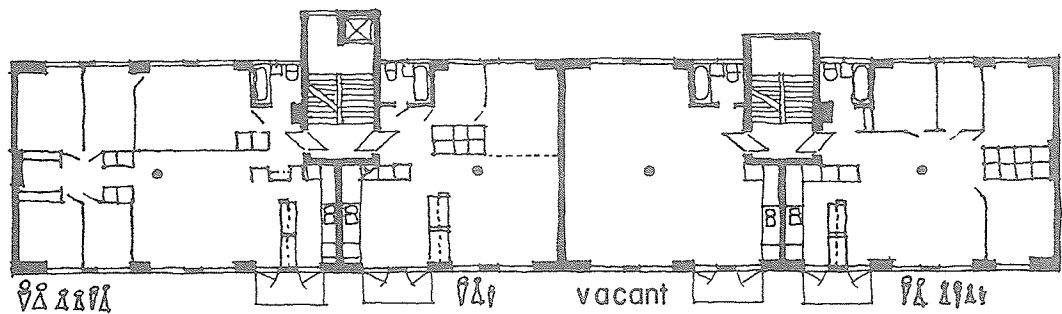
⁴⁸"Flexible Dwellings Have Many Advantages", Build International, April 1969, p. 23.

⁴⁹Rabeneck, Sheppard and Town, "Housing Flexibility," p. 708.

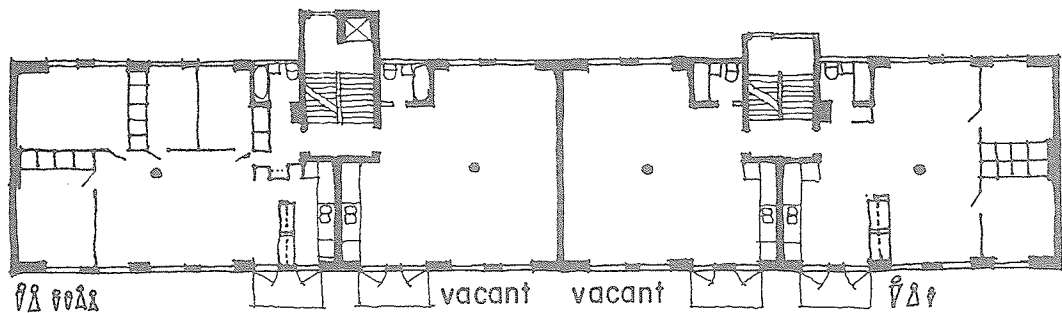
⁵⁰ "Flexible Dwellings Have Many Advantages," p. 23.

⁵¹Ibid.

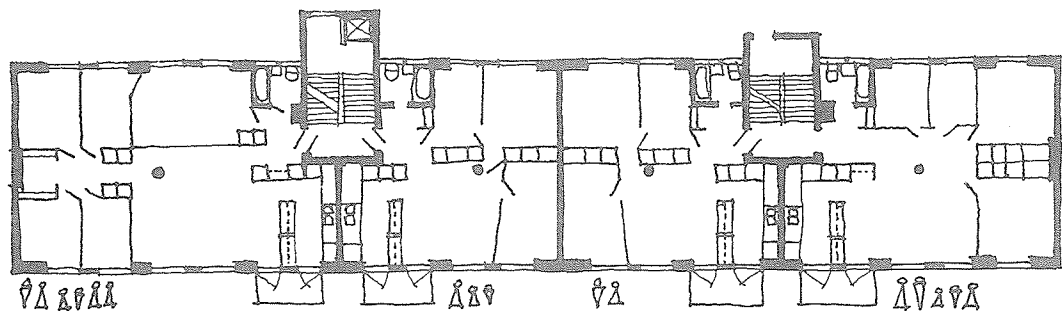
Fig. I.II.
JARNBROTT EXPERIMENTAL BLOCK



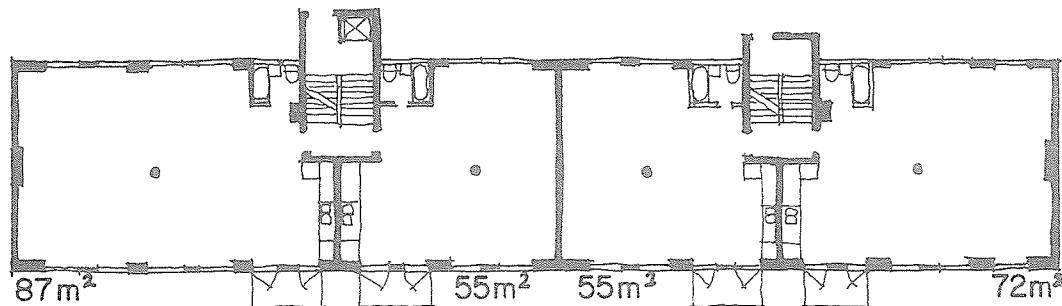
Family layouts



Family layouts



Architects' suggested layouts



Structural system (support structure)

Architects: T and A William-Olsson, Gothenburg, Sweden, 1953

Some families felt that the layout of their apartment when they moved in was good. One family felt that moving the walls was a nuisance. Several families adapted the layout of the apartment without any help from the housing company or experts. Although the areas of the apartments corresponded to 2,3, and 4 room apartments with conventional plans, the occupants often created more rooms than would be found in a corresponding conventional layout. Bedrooms in some cases were made very small, even as small as five square meters (54 sq. ft.). In most cases, living rooms were made as large as possible and became all-purpose rooms.

Regarding people's attitudes towards flexible apartments:

"overwhelmingly positive among the families, and all but one family said that they were satisfied or very satisfied with the flat. It can also be said that people moved out of the experimental block less often than out of dwellings in the rest of the area. Those families which moved out did it most often because they needed more space. Most of them have moved into their own detached or terraced houses."⁵²

Regarding administration or property management of flexible apartments, no serious problems were encountered. The store system worked well:

"The reserve supply of partition wall elements and battens was housed in an open store in the cellar from which the tenants could help themselves to what they needed. After some years an additional stock of elements was ordered...more extensive production of this type of housing would probably demand more organized administration of stores and more space for them"⁵³

A reserve supply of elements managed by an exchange facility is the sort of an idea that Hamdi, Wilkinson and Evans have proposed for Project PSSHAK. Perhaps the Gothenburg project has worked well because of a minimum of administrative controls. The problem that must be overcome by an exchange

⁵²Ibid.

⁵³Ibid.

facility is how to manage an assembly kit or set of detachable units without restricting tenants usage of such a facility. In order to encourage the use of such a facility, it seems that one of the important functions of an administrative of management body is to inform new tenants about the flexible system:

"Written instructions for the partition wall system would have been desirable, especially for families which moved into the block later and had not been able to survey the system as the first tenants, through contact with the architect, had been able to do."⁵⁴

As a final note, maintenance and repair costs did not increase as a result of flexibility:

"There has been a suspicion that the system of flexible dwellings may demand more maintenance and more expensive repairs. The experiences with the experimental block, however, show that this is not the case. Possibly the lower frequency of moving out has contributed to this favourable result."⁵⁵

⁵⁴Ibid.

⁵⁵Ibid.

Conclusions:

1. Mies Van der Rohe's apartment house at the Weissenhofsiedlung Exposition in Stuttgart, Germany (1927) is one of the first examples of modern adaptable housing. The plan form with its system of flexible interior partitions is copied in other more recent projects.
2. Le Corbusier's housing project at Pessac, France (1926) also known as Quartier Modernes Fruges is a good example of a housing process that will never be complete. The right of say of the occupants to personalize space develops over time and the resulting actions contradict in some ways the original aesthetic intentions of the architect. However, Le Corbusier's architectural conception provides many opportunities for conversions and alterations and perhaps the essential feature of this conception is that it even encourages such alterations.
3. Gerrit Rietveld's Schroder House (1924) in Utrecht, Holland is the formulation and execution of virtually all of the De stijl-group's theories in terms of architecture. His proposal for cheap working class housing is an attempt to solve the housing problem within the frame of reference of an architect, that is to integrate all lost or singular function space into one single serviceable room.
4. The work of N. J. Habraken and SAR is no doubt influenced by Mies Van der Rohe, Le Corbusier and Gerrit Rietveld (the De Stijl-group) in terms of his notion of process versus the completed project, his concern for qualities of space, its positioning, dimensioning and use versus the particularities of materials, and his search for universally valid relationship patterns. Habraken's alternative to mass housing, namely supports, requires a reassessment of the role of the professionals and

the user in the housing process. The user must become a participant if we are to regain a natural relationship between dweller and dwelling. The materialization of this goal is supports and detachable units. In order that they can be produced, a system of agreements is needed as developed by SAR.

5. SAR's methodologies have not been applied to any success in Holland, but their work has influenced other individuals and groups such as Professor Jos Weber in Hamburg, Germany and the PSSHAK group in London, England.
6. Professor Weber of the University of Hamburg is attacking the housing problem from the social-political viewpoint and he is instrumental in influencing the city state of Hamburg to adopt SAR methodologies for future public housing projects.
7. The PSSHAK group in London, England are also attacking the housing problem from a social-political point of view but via a pilot project that separates housing into two spheres of decision-making, production and actions. One sphere is the primary support structure and the other sphere is the home assembly kit. The pilot project at Stamford Hill, Hackney is either in the process of final completion or initial occupancy and there is no evaluation of its success or failure to date.
8. Two examples of adaptable housing in Rheims, France (1970) and Gothenburg, Sweden (1953) indicate that there are parallel concerns for reintroducing the natural relationship. The materialization of this concern does not necessarily require a methodology as worked out by SAR, but there remains a distinction between supports and detachable units. People are able to plan their own dwellings (Rheims). People take advantage of flexible partitions. The satisfaction with a self-determined layout reduces turnover rates which in turn contributes to a reduction in the estimated maintenance costs. A reserve supply of

detachable units is utilized by occupants; large scale housing projects require more organized administration of an exchange facility and a program to inform occupants about the use of detachable units (Gothenburg).

CHAPTER II

THE ACT OF DWELLING: LIFE STYLE

The act of dwelling is a series of related activities that are uniquely different for every life style. Personalization (or communalization) of dwelling space is a result of the act of dwelling. Therefore each life style personalizes a dwelling space in a uniquely different way. Similar actions can be categorized into types of personalization or (communalization) which affect certain aspects of the physical environment. Life styles also can be categorized according to normal social groupings found in a student society in Winnipeg such as: individuals, married couples (including common-law marriage), married couples with child(ren) (including single parent family), and communal groups. Categorization creates conceptually an average tenant within each life style, but this is only for purposes of defining supports and detachable units. The specific way in which each individual life style uses detachable units to personalize support dwelling space remains the right of say of the tenant.

Each category of life style demands a type of personalization that is within the limitations of each individual, family or group of tenants. Presently, most tenants are probably aware of three types of personalization: rearranging the landlord's furnishings in a furnished dwelling (type 1), installing and arranging furnishings in an unfurnished dwelling (type 2), and refinishing a dwelling by painting, wallpapering or carpeting (type 3). People may seek out a furnished dwelling to eliminate the need

to obtain personal furnishings. In this case, people's needs and limitations are expressed through the selection of a furnished dwelling and the rearrangement of the furnishings. People may wish to refinish a furnished or unfurnished dwelling (probably the latter in order to co-ordinate the decor). In this case, people's needs and limitations are expressed in the quality and quantity of the decor.

If people demand other types of personalization of dwelling space such as repartitioning (type 4), interchanging plumbing fixtures (type 5), expanding the size of dwelling space (type 6) or altering the facade (type 7), then normally the solution is to move from rental housing into owner-occupied dwellings. However, if these types of personalization were possible in rental housing, then the question is: would tenants take advantage of these possibilities? What alternate types of actions are within the limitations of student life styles? What are the limitations?

Life style

William Michelson states that, "life style is based on role emphasis. City dwellers potentially play an appreciable variety of roles as they participate in a number of intersecting groups throughout the day".¹ For example, a student may be a roommate, a spouse, a part time waiter, a member of the Student Co-op Board of Directors, a bus rider, a slide projectionist, all in the course of a single day. Some roles may be more meaningful to one person than to others. Some roles such as an artist, a building manager or a dweller may directly influence the physical environment.

¹William M. Michelson, Man and His Urban Environment: A Sociological Approach (Reading Mass: Addison-Wesley Publishing Company., 1970) p. 62.

The first element included in a life style is "a set of behaviors which must be performed to satisfy a role."² For example, a student may attend classes, take numerous coffee breaks, and study. At home, a student may entertain guests, prepare meals, and personalize dwelling space. These behaviors usually include interaction with other people.

The second element included in a life style is the sphere of life which is emphasized. Michelson cites five spheres which are central elements of any society. They are political control, economic supply, propogation, socialization of the young and explanation of the supernatural. Political control may influence the act of dwelling by establishing the right of say of the individual within the sphere of the community. Economic supply determines the budget for living and personalizing. Propogation sets up quantitative and qualitative demands for dwelling space and internal layout. Socialization of the young results in social interaction between parents which in turn may result in co-operation in the act of dwelling. Explanation of the supernatural is equated with gaining knowledge and this is the sphere of life that students emphasize.

Michelson, in summing up his definition of life style, states that it is "a composite of those aspects of the roles a person strongly emphasizes. It refers not to styles of dress or furnishing, but rather to styles of living."³ What he is suggesting here is that styles of living are not recognizable by the outward expression of styles of clothing or furnishings. However, Michelson also mentions that there is a "congruence between a life style and a physical environment."⁴ How can a student life

²Ibid., P. 63.

³Ibid.

⁴Ibid., P. 62.

style be congruent with a physical environment and not express this congruence through forms of furnishings (not style) such as at least one piece of old furniture or posters plastered all over freshly painted walls?

It is suggested here that if a student desires autonomy for individual expression and a personal space for private study, then a malleable physical environment, such as an old house with negotiable legal agreements will naturally attract this kind of life style. Although a student may personalize his space, and a communal group may communalize space with furnishings and refinishing, the style of the furnishings and refinishing does not refer to the life style of its inhabitants. Rather, it is the process of negotiating the right of say and the completion of personalization (or communalization) of dwelling space which refers to life style. Thus, a person strongly emphasizes his autonomy and expresses his autonomy in his dwelling space. Emphasizing ones autonomy is one aspect of life style. Personalization as an expression of autonomy is the result of a life style.

Stage in the Life Cycle

Each category of life style can be called a stage in the life cycle. Once again quoting Michelson, "People pass through many stages in the life cycle, although obviously not all people follow the same path."⁵ One of the paths that a student may follow while attending university is as follows:

A single student adolescent leaves his home in rural Manitoba for a board and double room situation in Tache Hall. After a year of residence the student becomes good friends with three other resident students and

⁵Ibid., P. 95.

they agree to share a self-contained dwelling unit during the next year. The following autumn, the four students move into a self-contained dwelling unit. During the year, the student meets a friendly female companion and this new relationship begins to break the ties with his roommates. The young couple decides to share a place the following year. After a summer of intimate relationship, they occupy another self-contained dwelling unit and live common-law. Both graduate in the spring and they decide to marry. Both take up employment, he for the summer because he plans to earn another degree, and she permanently. A year later they have their first child. During a year of raising the child and attending university, the couple become very close friends with two other couples, each with one child. After careful deliberation, the six adults with their three children, agree to share a large dwelling on a co-operative basis. For his final year of university, they live a communal way of life. Then upon graduation and after gaining employment, they all decide to carry this co-operative venture into home building. The communal group splits up into single family units again and each occupies a home.

The four general categories of student life style are evident from the above scenario: individual student, married or common-law couple, married couple with child(ren) and communal groups. The numbers of persons per social unit, their age and the number of each sex represented are three variables which quantitatively describe the various stages in the life cycle. Each path in the cycle of life involves a different combination of the above variables. The scenario is only one such path but serves to illustrate how such a path can be described quantitatively.



The scenario began with one single male
of 18,



who joined joined a group of four single males at 19.



Then this group split up and a social unit of 20 year old male and female emerged.



They married at 21,



had a child at age 22.



and formed a communal group at age 23 with two other couples, each with a child.

The number of persons in a social unit determines the amount of space required in a dwelling. However, in present day rental housing, the number of rooms in a dwelling usually determines the number of occupants. Any increase or decrease in the number of members requires either an increase or decrease in the total dwelling space or a redistribution of dwelling space amongst members. Presently, if a social unit needs more space, they normally look for a larger dwelling. Today's dwellings are not easily repartitioned; existing space cannot be redistributed amongst members. The proposed alternatives are: (i) an expandable dwelling (type 6 or 7) where vacant adjacent dwelling space is added to existing dwelling space or (ii) a repartitionable dwelling (type 5) where available dwelling space can be redistributed amongst members of the social unit according to their needs for personal or communal space. The need for these alternatives is apparent, but the limitations are not yet defined in order to determine their viability.

It can be said that every possibility for personalization demands certain responsibilities of the tenant. If it is true that the age of an individual

or of the members of a family or communal group indicate maturity and responsibility for one's actions, then certain types of personalization (or communalization) can be correlated with age. For example, an 18 year old undergraduate student may have no desire to accept the responsibilities for interchanging plumbing fixtures (type 5) or for interchanging facade elements (type 7). On the other hand, a 25 year old graduate student may desire this right of say. A correct correlation between age and desirable types of personalization is a very difficult to determine. Even a statistical survey may not provide the correct answers because life styles are constantly changing. It seems that the only way to determine the responsibility and maturity of tenants is through observing the act of dwelling.

The numbers of each sex represented in a social unit may also influence the type of personalization (or communalization). The normally accepted separation of roles in the act of dwelling is changing as both the female and the male become liberated. However, there still may be a distinct expression of sexuality in a dwelling. For example, females may have different ideas for choosing furnishings, finishes, their arrangement and application than males (types 1,2,3). Females may also be as adept as males in laying-out a repartitionable dwelling (type 4) although the limiting factor would be the weight and size of detachable units and the technical complexity of connectors. Both male and female tenants may not have the skills to interchange existing plumbing fixtures (type 5) although changing technology may simplify connectors. Internal expansion into vacant adjacent space may require the approval and aid of the community and therefore this type of action (type 6) does not depend upon ones sex. External expansion and interchanging facade elements (type 7) may only be

attempted by the male sex, but not without influence from the female sex. Therefore the numbers of each sex in a social unit is another factor which affects the act of dwelling.

Qualitative Characteristics

Innovation, skills and social interaction are three human characteristics which are difficult to quantify. Students in the course of a day play the role of an innovator, a skilled expert and a sociable person. In some instances, these roles may directly influence the act of dwelling.

Innovation

Innovation is the act of introducing a change or something new into the environment. In terms of student housing, each person in the act of dwelling introduces some new thing into the dwelling space. Innovation is a combination of a mental process and experimentation. The applied result is the test of the innovative idea. Innovation may be a means by which tenants adapt themselves to their physical environment. By solving an interface problem between people and the physical environment through innovation, people adapt the physical environment to their needs and simultaneously adapt themselves to the changes created in the environment. For example, in a rigid housing environment that is not compatible with a tenant's furnishings, an innovative arrangement of furnishings can gain utility value and compliment the space. Or by innovative handling of color, light and texture the tenant can achieve the illusion of space so desired.

In a more flexible physical environment which is repartitionable (type 4), a tenant may have more opportunity to innovate. Theoretically, a tenant has the possibility to reorganize the general, specific and utility space⁶ according to the furnishings one installs or according to the illusion

⁶See "SAR 65" for a definition of these terms, p 33.

of space one wishes to create. Some tenants may also wish to innovate in the supply, cost and design of furnishings. It may be very advantageous for some tenants if there is space, tools and materials available (of all sorts) so that a tenant is able to create innovative furnishings.

Not everyone may consider the need to innovate by organizing space or handling color, light and texture in dwelling space. A tenant may also need to innovate to solve such problems as a leaking plumbing fixture, unlocking a door without a key, providing emergency lighting, or covering up damaged surfaces so that the damage deposit will not be forfeited. Thus, various aspects of the act of dwelling require innovation.

Skills

Skills are defined as proficiencies or technical abilities in any art, science or handicraft and are demonstrated by ease or expertness in performance or application. Skills such as cooking or cleaning are necessary for the act of dwelling. Certain skills are required for specific acts of personalizing and communalizing dwelling space. For example, it requires skill to move into a space in the quickest and easiest manner and with the least damage. The more times one does it, the more skillful one becomes. Painting, wallpapering or adding special lighting requires artistic and technical skills that a tenant may only develop by acting and by making mistakes. A tenant should be allowed to make mistakes (provided that it does not affect the rights of others). Repartitioning may require skills of connecting or disconnecting panels. The skills required are determined by the complexity of connections. Expanding total dwelling space either internally or externally may also require professional skills, depending upon the complexity of connections and the maneuverability of

of components. Each type of personalization and communalization requires certain skills by the tenants, the landlord or professionals. The set of detachable units should be designed so that these various acts can be accomplished by tenants with basic human skills, otherwise, detachable units will not be fully utilized.

Social Interaction

Social interaction may be within a dwelling unit or between the occupants of several dwelling units. Both levels of interaction are a basis for making group decisions concerning communalization of dwelling space or public space. At both levels of interaction, innovative ideas and skills are interchanged. Gwen Bell, in her review of Suzanne Keller's work states that:

"She [Suzanne Keller] defines networks of social interaction and the way they work in the daily lives of people: through diffusion of innovation; the rumor; and the web of friendship. She notes that the most significant role is that of the gatekeeper who filters information. She supports the notion of holistically planning for communication in the city - at all levels."⁷

Occupation

The major role or occupation emphasized by a life style has an impact on the act of dwelling in terms of the term of tenancy, the amount of leisure time and the budget. One's dwelling is usually close to ones occupation and therefore a change of occupation may result in a change of residence. For example a university student may reside near the campus during the winter session, but summer employment may be very distant from the campus which may require a change of address. One's occupation influences the

⁷Gwen Bell, Review of "Human Communication and Social Networks at the Micro Scale," Ekistics, by Suzanne Keller, Urban Environment and Human Behavior: an Annotated Bibliography (Stroudsburg, Penn: Dowden, Hutchinson and Ross, Inc., 1973).

act of dwelling in terms of the amount of leisure time remaining in each day, each week or each year for all of the activities of living including personalization (or communalization) of dwelling space. The amount of money or the budget for the act of dwelling and for personalization is also the result of one's occupations.

Term of tenancy

The question that most tenants likely ask themselves before investing time, money and effort into personalizing dwelling space is: how long are we planning to stay? It is suggested here that even though the act of dwelling results in some type of personalization, certain actions such as interchanging plumbing fixtures (type 5) or external expansion (type 7) are not attractive unless a tenant plans to stay long enough to gain full utility value from such actions, or unless there are other motives such as personal satisfaction, monetary incentive or recognition by friends or the media. It is the uncertainty about the term of tenancy and increased mobility of North American society that reduces any desire to personalize rented accommodation. However, as was pointed out in the Gothenburg Project in Chapter I, tenant's satisfaction with the ability to layout their own dwellings resulted in more lengthy tenancies. Those that vacated took up residence in larger single or semi-detached dwellings. Therefore, it seems that in this example at least, an expandable dwelling (type 6,7) also may be a viable alternative to moving elsewhere.

University terms are approximately eight months with four months for summer employment or vacation before the start of another term. Since summer employment may require a change of address, what type of personalization is desirable for an eight month term of tenancy? A furnished room such as Tache Hall Residence is adequate for single students willing to

share a space with another student for an eight month period. However, the turn over rates in Residences indicate that many students require more right of say than rearranging furnishings (type 1). Many students occupy unfurnished apartments (type 2) terms ranging from eight months to several years. Some students enjoy refinishing a dwelling provided that the Landlord supplies the materials even though the term of tenancy may only be for eight months (type 3). It is hypothesized that most students would take advantage of the ability to lay out a repartitionable dwelling (type 4) even though the term of tenancy may be eight months. As far as interchanging plumbing fixtures (type 5), it is felt that this type of action is viable when in conjunction with expansion of a dwelling into vacant adjacent space (type 6), and that both of these actions would occur after at least one year of tenancy. Interchanging facade elements (type 7) may be desirable in conjunction with repartitioning a dwelling (type 4) and therefore this type of action would be desirable even for eight month tenancies. The erection of greenhouses on exterior space would probably only occur after several years of tenancy (type 7).

The above predictions need to be substantiated with statistical information that correlates terms of tenancies with desirable types of personalization. Since most tenants are not aware of the possible type of actions other than rearranging furnishings or refinishing a dwelling, a survey may tend to create rather than discover needs. Therefore the only concrete means to determine the correlation would be to experiment with a pilot project that could be evaluated after a period of time.

Leisure time

Leisure time is the time that a person has for all of the daily, weekly and yearly activities that are not related to ones occupation. A student

during the course of a day plays many roles demanded by one's occupation, such as formal teaching, seminars, or private study. Leisure time activities may include eating or casual social activities. There are leisure activities that tend to happen on weekends such as social drinking, entertaining, or shopping. Then there are activities which tend to occur during certain seasons of the year, for example, the act of moving into and personalizing (or communalizing) dwelling space. Table 2.1 illustrates three time cycles. The 24 hour cycle contains all daily activities. Routine activities that are likely to occur on the same week day are contained in the weekly cycle. The yearly cycle is divided into seasons and university terms. The fall and winter seasons correspond somewhat with the fall and winter sessions (and may sometimes include the fleeting spring season), and summer corresponds with vacation time.

The total leisure time can be divided into time spent on activities outside of the dwelling such as shopping and those activities which are spent within the dwelling such as cooking or relaxing. However, there is no data available on student activity patterns in Winnipeg that allows for such an analysis. The total time spent within the dwelling space can be categorized into a number of activities such as household duties, personal care, relaxation, care of children, and sleeping.⁸ Personalization can be one of these activities and falls under household duties or relaxation depending upon whether the person doing such acts considers them to be work or play.

Of the total time spent in the dwelling, time spent on the act of

⁸Marion Dore, *The Shape of Activities*, (Winnipeg: University of Manitoba, 1971).

personalizing dwelling space may be compatible with all of the other dwelling activities. The degree of personalization depends upon the amount of time that is afforded to these acts. Such acts may be incremental such as on week nights or weekends. It is more likely that such acts may be totally completed upon commencement of tenancy, during mid-term break or at Christmas break when there is adequate leisure time.

Budget for the Act of Dwelling

The cost of personalization (or communalization) is a part of the tenants budget for the act of dwelling which in turn is a part of the total cost of living. The cost of personalization and communalization must be in balance with the costs of other dwelling activities. The budget for the act of dwelling must be within the cost of living. The cost of living must remain within the yearly income, otherwise emergency credit is necessary.

Again the question that most tenants in a rental housing situation would likely ask themselves is, "How much money should we spend on personalizing dwelling space? Should money be spent on durable consumer goods that can be detached from the dwelling (meaning reduced mobility) or should money be spent on finishes that are left behind?" It is hypothesized that the types of personalization (or communalization) that give the best value for the money are rearranging furnishings in a furnished or unfurnished dwelling (types 1 and 2), repartitioning dwelling space (type 4) and interchanging facade elements (type 7). These actions involve no cost, just time and effort. The types of personalization that involve additional costs are refinishing dwelling space (type 3), interchanging plumbing fixtures (type 5) internal expansion (type 6) or external expansion (type 7). Refinishing a dwelling requires investment in materials and the cost is worthwhile if the term of tenancy is long

enough to full utility value. Interchanging plumbing fixtures is presently too difficult and expensive to justify any advantage gained by a tenant in the act of dwelling. This type of action may be worthwhile for the community in response to changing technology or market conditions. Internal expansion requires the right of say of the community. This type of action means that tenants pay additional rent for the additional area. There is also the cost of opening or closing party walls. These additional costs may be acceptable by a tenant when compared with the cost of moving to a larger dwelling in another location, or by a landlord when compared with the number of options that can be offered to prospective tenants.

External expansion of dwelling space involves the cost of relocating the facade. The cost of this action needs to be compared with the cost of internal expansion. It is felt that the additional area gained does not justify the costs when such an action is utilized for a short term of tenancy.

Conclusions:

1. The act of dwelling is a series of related activities that are uniquely different for every life style.
2. Student life styles in Winnipeg can be categorized conceptually according to normal social groupings such as individuals, married couples (including common-law marriage) married couples with children (including single parent family) and communal groups.
3. There is a congruence between a life style and a physical environment. Life style does not refer to styles of dress or furnishings, but to the style of living which naturally results in types of personalization.
4. Each category of life style can be called a stage in the life style and every life style takes a different path through the life cycle.
5. Each stage in the life cycle has different needs and limitations for the act of dwelling that can be described in quantitative and qualitative terms.
6. The number of people in a social unit sets up needs and limitations for dwelling space. As these numbers change, the requirements change for dwelling space or for subdivision of dwelling space.
7. The age of members of a social unit determines their responsibility and therefore the possibilities for personalization.
8. Each sex personalizes dwelling space differently as they have different physical and innovative capabilities.
9. The act of dwelling is an expression of the innovative nature of tenants.
10. Different types of personalization demand different skills, and thereby a tenant's skills determines the quality and quantity of personalization.
11. A student's major role or occupation is studying, but they also take part-time employment, or full time summer employment.

12. The term of tenancy is related to one's occupation and it influences the type of personalization. An eight month tenancy presently results in rearranging furnishings in a furnished or unfurnished dwelling (type 1 or 2) or in refinishing a dwelling (type 3). It seems that an eight month to a year long term of tenancy would result in repartitioning a dwelling (type 4) and also interchanging facade elements to correspond with internal layout (type 7). Interchanging plumbing fixtures (type 5) seems viable only in conjunction with internal expansion of dwelling space (type 6) and both of these actions may occur only after more than one year term of tenancy.
13. Leisure time is that time remaining after fulfilling ones occupation. The amount of time for personalization is a part of that time spent on the act of dwelling. It is likely that time students spend on personalizing dwelling space would occur in increments on week nights or weekends during the commencement of tenancy (which is the commencement of the university term) or during midterm break or Christmas break when there is adequate leisure time.
14. Income is related to occupation and determines the budget for the act of dwelling. It seems that the best value for the money is rearranging furnishings in a furnished or unfurnished dwelling (type 1 or 2) or repartitioning a dwelling (type 4) and interchanging facade elements (type 7). Refinishing a dwelling (type 3) requires investment in materials; interchanging plumbing fixtures is presently difficult and costly (type 5); internal expansion may involve costs of breaking through party walls (depending upon its construction) and external expansion involves costs for erection of a new facade (type 7).

CHAPTER III

THE ACT OF DWELLING: LEGAL AGREEMENTS

Habraken has discussed the need for a system of agreements that allows for the design and production of supports and detachable units:

"One party has to design and produce support structures in the reasonable certainty that decisions will be made in them by, as yet, an unknown occupier, whilst the occupier will have to make use of detachable units designed and produced by another party. Similarly, the industrialist must be reasonably certain that such products can be used in each support structure".¹

A design methodology is presented in Chapter I as developed by SAR (Foundation for Architectural Research) that fulfils this need by allowing various professionals involved in the housing process to make decisions about the dimension and position of support and detachable unit material or space.² However, the distinction between support and detachable unit material depends upon the respective right of say of the community and the individual. In terms of rental housing, the right of say of a landlord (meaning community) and a tenant (meaning individual) is established by a tenancy agreement (commonly known as a lease).

Legally speaking, support material is immovable whereas detachable unit material is movable.³ However, the standard form of tenancy agree-

¹Habraken, Supports, p. 95.

²Supra, p. 33.

³Supra, p. 34.

ment as prescribed by Part IV of The Landlord and Tenant Act⁴ does not make a clear distinction between immovable material (real property or supports) and movable material (personal chattels or detachable units). All material, services, facilities and space that make a dwelling are included in the term premises. If the right of say of the community (landlord) and the individual (tenant) is to be established regarding types of personalization (or communalization), then a tenancy agreement for a specific housing situation needs to make either a clear distinction or a margin of distinction between those aspects of the physical environment that are supports or detachable units.

The purpose of a tenancy agreement is implied by its definition:

"Tenancy agreement means an agreement between a landlord and a tenant for possession of residential premises, whether written, oral or implied."⁵

An important phrase in this definition is "possession of residential premises". Habraken distinguishes between possession as a human trait and property as a legal term:

"Now possession is different from property. We may possess something which is not our property, and conversely something may be our property which we do not possess. Property is a legal term but the idea of possession is deeply rooted in us."⁶

It seems that one of the main problems with rental housing is: tenants' lack of identification with their dwelling. Tenants may not possess a dwelling in terms of real ownership. Therefore, in order to identify with one's dwelling, a tenant must be able to act upon the physical environment, to adapt the environment. Habraken develops this argument by stating:

⁴S.M. 1971, c.35, which amended S.M. 1970, c.106, (being R.S.M. 1970, c.L70 C.C.S.M. Cap. L70) which latter amendments introduced Part IV, being the major changes to the law of Landlord and Tenant, applicable to residential tenancies.

⁵Ibid., Section 2(g), p. 1.

⁶Habraken, Supports, p. 12.

"possession is inextricably connected with action. To possess something we have to take possession. We have to make it a part of ourselves and it is therefore necessary to reach out for it...to take it in our hand, touch it, test it, put our stamp on it."⁷

In most present-day student rental housing in Winnipeg, tenants have possession of residential premises in a legal sense, but not in the sense of people's desire to possess residential premises via action as expressed by various types of personalization. Habraken describes the situation we have today:

"There is therefore nothing worse than to have to live among what is indifferent to our actions. We simply cannot get used to what appears intangible, to what receives no imprint from our hands. Above all we want to comprehend our environment. It is known that if this urge for possession has no other means of expression it would rather become destructive than look on passively."⁸

Perhaps Habraken has pointed out a major cause of wilful or negligent damage by tenants to an otherwise unresponsive environment. Assuming that he is correct, then it is necessary to reassess legal agreements in order to give possession of residential premises a human interpretation as well as a legal one.

The standard form of tenancy agreement and Part IV of The Landlord and Tenant Act establish a legal framework for mutually gratifying relationships between landlords and tenants. The object of the relationship is the transferal of possession of a residential premises for a specified period of time in return for a specified rent. One can assume that a tenant feels gratification for taking possession of a premises and creating a sense of ownership by personalizing dwelling space. A landlord,

⁷Ibid., p. 12.

⁸Ibid., p. 12.

one can assume, feels gratification when providing a place for the act of dwelling in return for rent. However, an ideal relationship between a landlord and a tenant seldomly occurs, and as a result, laws are made to cover every conceivable variation of human behavior by either party that may impair the rights of the other party or third parties.

Since the legal framework for relationships between landlords and tenants concerns a broad range of rights and obligations of both parties, it is not possible to discuss the act of dwelling in terms of specific types of personalization (or communalization) that are the right of say of a tenant (individual) or a landlord (community). The limits for specific types of actions, such as repartitioning dwelling space (type 4), are established by a tenancy agreement (lease) between a landlord and a tenant, and governed by municipal by-laws. Therefore, the following discussion concerns whether or not the intent of the standard form of tenancy agreement as prescribed by The Landlord and Tenant Act limits or enhances the act of dwelling in general terms. Further discussion about Landlord's rules and regulations that may be included in a tenancy agreement and municipal by-laws, identifies specific limitations for certain types of personalization (or communalization) in student co-operative housing in Winnipeg. If certain types of actions are desirable by a tenant, a landlord, or both parties, then additional terms of a tenancy agreement and certain sections of municipal by-laws need to be reassessed.

The Standard Form of Tenancy Agreement as Prescribed by Part IV of The Landlord and Tenant Act

Part IV of The Landlord and Tenant Act is based on studies by the Ontario Law Reform Commission, as well as several other reform areas in Canada and the United States of America. The underlying consideration of the Ontario

Law Reform Commission after ten years of study of former landlord and tenant law is that:

" landlord and tenant law is based on the ancient feudal concept of the tenant having an estate in the land, and there has been very little realistic development similar to that in contract and tort law. The prime example is that at common law, there is no obligation on the Landlord to repair, and if the premises are destroyed by fire, the tenant must continue to pay rent. Lease covenants are independent."⁹

The other persuasive consideration concerning rights and obligations of landlords and tenants is that "residential tenants had little bargaining power to achieve changes in lease terms."¹⁰

The aims of the Ontario Law Reform Commission in proposing reform legislation were: "to redress the imbalance between Landlord and tenant... to ensure realistically, the rights of tenants to premises in a good state of repair and fit for habitation in accordance with current standards".¹¹ As a result of reform legislation in Ontario and similar reform legislation in Manitoba: "the statutory protection introduced for tenants by Part IV has helped in making freedom to contract more realistic".¹²

As an example of reform legislation, Section 91 of The Landlord and Tenant Act makes covenants interdependent. Previously, if a landlord broke a promise, a tenant must still carry out his obligations under the agreement:

"Unless a lease so states, and they seldom do, the tenant's obligations under a lease continue in full force notwithstanding that the landlord is not fulfilling his covenants. The respective obligations according to landlord and tenant law are deemed to be independent".¹³

⁹Donald Lamont, Residential Tenancies: The Landlord and Tenant Act Part IV 2nd Ed. (The Carswell Company Limited, Toronto, 1973), p. 1.

¹⁰Ibid., p. 1.

¹¹Ibid., pp 1-2.

¹²Ibid., p. 2.

¹³Ibid., p. 23.

Although there is no term contained in the standard form of tenancy agreement which makes covenants interdependent, Section 91 makes covenants interdependent according to the common law rules of contract.¹⁴

"The usual rules of contract law make the respective covenants or obligations of the parties mutually dependent, and therefore a breach of a material obligation of one party will excuse the other from further performance."¹⁵

As another example of reform legislation, a tenant now has the right to sue a landlord for specific performance.¹⁶ This right is not likely to change landlord and tenant relations materially. However, this right is a "further step in effecting a better balance between the respective and vital interests of landlords and tenants".¹⁷

The Landlord and Tenant Act gives the Lieutenant Governor in Council the power to prescribe a standard form of tenancy agreement for residential premises and every tenancy agreement in Manitoba is now in the form as prescribed.¹⁸ The standard form of tenancy agreement is written in layman's language and is in most cases the extent to which tenants have knowledge of landlord and tenant law. However, some lawyers may consider the language vague, and difficult to interpret in a legal sense.¹⁹ When one discusses a tenancy agreement, one immediately refers to the Landlord and Tenant Act as well. The following discussion deals with both documents under five parts: (i) parties to the agreement and parties affected by the

¹⁴The Landlord and Tenant Act, Section 91, p. 34.

¹⁵Lamont, Residential Tenancies, p. 23

¹⁶The Landlord and Tenant Act, Section 89, p. 34.

¹⁷Lamont, Residential Tenancies, p. 34.

¹⁸The Landlord and Tenant Act, Section 118(1), p. 48

¹⁹Interview with a lawyer, Winnipeg, February, 1975.

agreement, (ii) premises, (iii) tenancy, (iv) rent and security deposit, and (v) rentalsman. Does the intent of the Landlord and Tenant Act, and the standard form of tenancy agreement limit or enhance the act of dwelling in terms of the rights and obligations that they give to a landlord and a tenant?

Parties to the agreement and parties affected by the agreement

Parties to the agreement include landlord and tenant. Parties affected by the agreement include other tenants, other agents or generally, third parties. This section concentrates mainly on parties to the agreement.

A landlord includes:

"lessor, owner, the person giving or permitting the occupation of the premises in question and his or her heirs or assigns and legal representatives, and... also includes the person entitled to the possession of the premises."²⁰

Corporations may also be a landlord and represented by an officer.²¹ For example, College Housing Co-operative Limited (the Student Co-op) may be defined as a corporate landlord where the members make up the corporate body. In this case, the members are tenants as well as part landlord. This is perhaps an academic point, but realization of this fact by tenants may help to improve co-operative spirit. Another situation when a tenant becomes part landlord is subletting all or part of the premises to another tenant. This will be discussed latter.

In order not to confuse further discussion about rights and obligations of landlord and tenant, one will have to assume their separation yet interdependence. The two situations above are obviously special cases.

²⁰The Landlord and Tenant Act, Section 2(b), p. 1.

²¹Ibid., Section 125, p. 51

A co-operative housing situation has definite legal implications which will not be discussed in detail. The following discussion focuses on the standard form of tenancy agreement; the student Co-op's tenancy agreement is discussed only as an example of a specific housing situation.

A tenant includes "lessee, occupant, sub-tenant, undertenant, and his or her assigns and legal representatives."²² Boarders and lodgers are said to be licensees.²³ Licensees enjoy a license to live in the premise and do not acquire any estate or interest. In Manitoba, the distinction between whether a person is a tenant or a licensee seems to depend upon the number of occupants in a residential premises.

"Where a person in any residential premises owned or operated by him for the purposes, provides both room and board in those premises for five or more tenants, the provisions of Part IV, to the extent that they may be reasonably applicable, apply to the room accommodation provided by the Landlord."²⁴

Lamont states that there are two factors that determine whether an occupant is a tenant or a licensee. An occupant is a licensee if the landlord retains the control of the outer door, and resides in part or the whole premises, but more particularly on the facts of each case whether the landlord reserves to himself the general control and domain over the whole premises.²⁵

It may be sufficient to note that persons in charge of custodial or management services are considered licensees and that a landlord may take possession on giving not less than one month's notice.²⁶

²²Ibid., Section 2(h), p. 1.

²³F. W. Rhodes, Williams' Canadian Law of Landlord and Tenant 4th Ed. (Toronto, The Carswell Company Ltd. 1973), p. 8.

²⁴The Landlord and Tenant Act, Section 123, p. 51.

²⁵Lamont, Residential Premises, P. 6.

²⁶The Landlord and Tenant Act, Section 103 (8), p. 41.

Other occupants are included in the definition of tenant.²⁷ The landlord and tenant may agree to set a limit on the number of other occupants that may occupy the rented premises and the standard form of tenancy agreement provides space for all other occupants to be named.²⁸

The need to set a limit on the total number of occupants of a rented premises can be argued for reasons of health and sanitation. Every tenant should have the right to adequate dwelling space. Assuming that more occupants means more wear and tear, it would appear to be to the Landlords advantage to limit the number of occupants per dwelling in order to minimize repair and maintenance. On the other hand, it may be to the tenant's advantage, perhaps only monetarily, to maximize the number of occupants sharing a dwelling in order to minimize the rent per person.

In terms of the physical environment, the layout and equipment of a dwelling begins to determine the number of people who can occupy the dwelling in harmony despite the total area or volume. Therefore, it seems that if one were to conceive of repartitionable dwellings where tenants could determine their layout, then the normal standards of "x" persons per bedroom no longer applies when determining the maximum number of occupants. A new standard, perhaps related to square footage or cubic volume may need to be implemented. Then, one can say that given a certain area or volume, "x" number of persons may occupy the space.

Assuming that the supports and detachable units were constructed of durable materials, then a landlord's concern that additional tenants cause

²⁷ Ibid., Section 2(h), p. 1.

²⁸ Standard Form of Tenancy Agreement, Term 1.

more wear and tear would be minimized. Provided that landlords or tenants did not overly reduce the accepted standard area or volume needed per person by overcrowding, then health and sanitation by-laws would not be enforced. A landlord and a tenant could then negotiate the number of occupants acceptable according to the amount of dwelling space that can be partitioned into bedrooms by the tenant, rather than according to the number of fixed bedrooms.

There is a need for equating the number of occupants to the floor area instead of to the number of rooms in terms of assigning and subletting all or a part of the premises to other tenants, sub-tenants, boarders or lodgers. A tenant "has the right to assign, sublet or otherwise part with possession of the rented premises"²⁹ provided that a tenant has a landlord's consent.³⁰ Assignment is the transferal of possession of the premises from a tenant to another sub-tenant. The tenant must "guarantee and remain liable for the prompt payment and the performance of the agreement on the part of the tenant"³¹ (sub-tenant) who takes possession of the premises and the sub-tenant must "assume and agree to make all agreements and conditions"³² of tenancy agreement. Sublet is "to lease or rent all or part of (a leased or rented property) to another person."³³ The tenant subletting the premises then in a sense becomes a landlord to the sub-tenant.

²⁹The Landlord and Tenant Act, Section 93 (1), p. 34.

³⁰Ibid., Section 93(3), p. 34.

³¹Standard Form of Tenancy Agreement, Assignment and Acceptance.

³²Ibid.

³³Webster's 7th New Collegiate Dictionary, p. 875.

In terms of supports and detachable units, assignment of all or sublet of a part of the premises is facilitated. If a dwelling is repartitionable (type 4) then a tenant can define an area for a sub-tenant that is sufficient by law. A sub-tenant may be given a private entrance accessible from public circulation, or boarders and lodgers may share an entrance that is under the control of the tenant (landlord by definition). In the latter case, boarders and lodgers are said to be licensees. Both cases occur in single detached dwellings and it is assumed that this type of option can satisfy the needs of individual tenants for single room accommodation within a multi-dwelling student community.

A tenant has the right to privacy except where a landlord has the right to enter the rented premises in cases of emergency, or to show the premises to prospective tenants after a tenant has given notice to terminate tenancy, or 24 hours after notice has been given that a landlord intends to enter the rented premises.³⁴ A tenant's right to privacy and a landlord's right of entry need not be amended for support dwellings. Tenants would be able to personalize their dwellings without constant supervision of a landlord. However, if perhaps a plumbing fixture began to leak (which could be classified as an emergency) or if a landlord wished to inspect the dwelling from time to time to observe the ongoing changes, then a landlord has right of entry.

Under the term quiet enjoyment of the standard form of tenancy agreement, the landlord grants the tenant "the right of full use and occupation of the rented premises with a security of tenure, according to the terms

³⁴The Landlord and Tenant Act, Section 25, p. 36.

of this agreement."³⁵ One may interpret this as an enhancement of the act of dwelling, but within the limits of other terms in the agreement.

Lamont mentions that the word quiet relates to physical action and not noise:

"The covenant for quiet enjoyment is said to protect a tenant from acts of the lessor or those lawfully claiming under his substantially interfering with the tenants ordinary and lawful enjoyment of the premises. It has been held that this must be physical interference and not mere inconvenience or discomfort. The word "quiet" does not mean undisturbed by noise. The covenant is implied by common law and by Section 123 of the Conveying and Law of Property Act, R.S.O. 1970, c. 85, although in most written leases it is expressed."³⁶

It is assumed that "those lawfully claiming under "a lessor include tenants, especially if an agreement between landlord and tenant allows for personalization of dwelling space.

The definition of a support structure establishes an important criterion that is in harmony with the covenant for quiet enjoyment:

"A support structure is a construction which allows the provision of dwellings which can be built, altered and taken down, independently of others".³⁷

An important phrase in legal terms is "independently of others". Provided that the act of dwelling does not result in types of personalization that physically interfere with other tenants, then the covenant would not be broken.

Although the act of dwelling may not breach the covenant for quiet enjoyment, noise created by certain types of personalization may cause a nuisance or disturbance to other tenants in the support structure. For

³⁵Standard Form of Tenancy Agreement, term 17.

³⁶Lamont, Residential Tenancies, p. 25.

³⁷Habraken, Supports, p. 25.

example, if a landlord grants a tenant the right of say to expand dwelling space externally (type 7), then in a sense, the landlord is partially responsible for any nuisance or disturbance suffered by other tenants as a result of the action. He may receive complaints and request the tenant making the disturbances to discontinue the actions.³⁸ But in this case, he may be renegeing on his agreement with the tenant who has the right of say to personalize his dwelling. Therefore, tenants who are seriously disturbed have the option to "lay an information before a magistrate against the offending tenant or person, or both of them".³⁹ It would seem that a landlord, rather than allowing nuisance or disturbance to other tenants, would tend to minimize any types of personalization that are noisy. Or, he may require that such actions must occur during certain periods of the day. Ideally, the design and construction of the support structure could minimize nuisance or disturbance caused to neighboring tenants by certain types of personalization (or communalization).

Residential Premises

Residential premises means:

"premises used for residential purposes, including parking accommodations, or mobile homes, or both, situated in permanent mobile home parks, but it does not include premises occupied for business purposes with living accommodation attached under a single lease"⁴⁰

Residential premises used in a general sense can refer to a multi-dwelling structure, or a 'support structure'. A premises in a specific sense of a dwelling is defined in the standard form of tenancy agreement by its

³⁸The Landlord and Tenant Act, Section 98 (4), p. 37.

³⁹Ibid., Section 98 (5), p. 37.

⁴⁰Ibid., Section 2(d), p. 1.

address. The address refers to a given volume of dwelling space containing fixtures or detachable units. In a multi-dwelling structure or support structure, each dwelling space or sector⁴¹ can be given a number such as 241 and the entire structure can be given an address such as 99 Dalhousie. In terms of an expandable dwelling (type 4) a tenant or a landlord can combine sectors to increase dwelling space. A premises consisting of two sectors can be defined in a tenancy agreement as a combination of two addresses, but under the address of one sector.

A premises can contain fixtures or detachable units. A fixture is "a personal chattel annexed or fastened to real property".⁴² A personal chattel is "an article of personal property; a movable"⁴³ and could be compared with a detachable unit whereas real property is "regarded as immovable or permanent, as land or tenements"⁴⁴ and could be compared with a support structure. There seems to be some confusion as to when a personal chattel becomes a fixture and vice versa. A personal chattel becomes a fixture or part of the reality itself "when physically affixed to the freehold by some person having interest in the soil...and therefore may not be removed by tenants from freehold without the owners consent."⁴⁵ However, fixtures which are severed from the realty may resume their character as personal chattels "provided that such removal may be effected without serious injury to the freehold".⁴⁶ A further condition is

⁴¹Supra, p. 33.

⁴²Rhodes, Williams' Canadian Law of Landlord and Tenant, p. 575.

⁴³Standard College Dictionary, Canadian ed. p. 231. ⁴⁴Ibid., p. 1121.

⁴⁵Rhodes, Williams' Canadian Law of Landlord and Tenant, p. 573.

⁴⁶Ibid., p. 576.

that removal must be exercised before expiration of the term unless extended by agreement.

Fixtures may be divided into two classes:

- "(1) those which are irremovable, such as doors and windows, the property in which passes to the landlord, and
- (2) those which are removable, being things attached for purposes of trade or domestic convenience or ornament, including all things affixed to the freehold for a temporary purpose of for the more complete enjoyment and use of them as chattels."⁴⁷

Fixtures can be divided up into tenants fixtures and landlord's fixtures.

Tenants fixtures are:

"personal chattels annexed to the freehold by the tenant during the term, either for the purpose of his trade or for mere ornament and convenience, and which he has the right to sever and remove during the term, in the absence of any express stipulation or local custom to the contrary."⁴⁸

Landlord's fixtures are:

Those put up by the landlord before or during the term, or by any previous owner or tenant, or by any other person; also such fixture put up by the tenant, during the term as the tenant has no right to remove. All these latter fixtures constitute part of the freehold, and also a part of the premises demised. In a more confined sense, however, the expression relates to those fixtures which are on the premises at the time of the lease and are demised therewith; they are usually specified in a schedule to the lease or agreement."⁴⁹

To sum up, support structures can be defined as real property or immovables whereas detachable units can be defined as personal chattels or movables. Detachable units can include tenant's fixtures and landlord's fixtures. A personal chattel becomes a tenant's fixture when affixed to the real property, but it may be severed provided such action does not cause damage to the real property. Landlord's Fixtures can be classified as being movable by the tenant such as furnishings or appliances, or classified as immovable by the tenant such as plumbing fixtures or windows. There can

⁴⁷Ibid., p. 575.

⁴⁸Ibid., p. 576.

⁴⁹Ibid., p. 576.

also be a range of immovability in between these two classifications. Whether a landlord's fixture is movable or immovable by the tenant depends upon the connection to the real property. As technology evolves, things which are now considered as being immovable by a tenant may become more easily movable in the future.

To account for an increasing number of movable landlord's fixtures or detachable units within a support dwelling, it may be necessary to provide an inventory of fixtures that are supplied with each dwelling at commencement of tenancy. An inventory may define those fixtures which are easily moved by a tenant, and those which require assistance by a landlord or a hired service person. Some fixtures may not be movable at that point in time. In this way, there would be no confusion in differentiating between landlord's and tenant's fixture at termination of tenancy. Also, an inventory can be a part of a condition report form for assessing any damage to the realty when tenants fixtures or landlords fixtures are severed from the real property.

In some cases, a tenant may rent or rent-to-own a chattel or detachable unit offered by a third party agency. Installation within a dwelling space is one of many possible actions in the act of dwelling. Habraken presents a similar scenario where a tenant selects a space within a support structure and visits an agency which rents or sells detachable units. The tenant selects certain components that are assembled in a mock-up dwelling, tested, and finally detachable units are installed in their support dwelling by the agency. The act of dwelling has begun.⁵⁰ In respect to this

⁵⁰Habraken, Supports, p. 60.

possibility of utilizing third party agencies, section 115 of The Landlord and Tenant Act states:

"No landlord shall demand any payment or advantage from any tradesman or deliveryman in exchange for the privilege of exclusive access to any residential premises."⁵¹

This statute enhances the act of dwelling by allowing tenants to use the services of a number of agencies in building their dwelling. Thus a variety of dwellings are possible.

The common law rule regarding hire-purchase agreements states:

"where chattels are delivered to a tenant under a hire-purchase or a mere hiring agreement, to which the landlord is not a party, and such chattels are then affixed to the freehold by the tenant, they become part of the realty and the vendor or hirer is not entitled to such chattels as against the landlord"⁵²

An obvious way for vendors to avoid having their property become part of the realty is to market only mobile items that cannot be affixed. Also, the landlord may become an intermediary between the tenant and the vendor in rental situation and assume responsibility for the chattels. The landlord then is given the right "against any seller, lender, or other person claiming through or under him to retain the goods upon payment of the amount owing them"⁵³ if and when they are affixed to the realty. This particular area may become very important in terms of detachable unit rental agencies. However, to go into depth on the rights and obligations of third parties is beyond the scope of this chapter.

A tenant is responsible for payment of all services supplied for a premises such as public utilities listed under term three of the standard form of tenancy agreement. All others not listed are a landlord's

⁵¹The Landlord and Tenant Act, Section 115, p. 47.

⁵²Rhodes, *Williams' Canadian Law of Landlord and Tenant*, p. 599.

⁵³*Ibid.*, p. 597.

responsibility. The problem is that a tenant may know what services are not included in the rent, but he may not know what services are included in the rent.

Public utilities may include sewer and water, electricity, gas and telephone. A landlord provides the means for supplying these services to residential premises. A landlord may also supply additional services such as heat, hot water, and mechanical ventilation. Private agencies may offer tenants or landlords additional services such as cablevision. Fixtures that are an extension of services outlets in a premises may be considered as services or could also be called amenities. Fixtures provided by a landlord may include stove, fridge, wash basin, toilet, tub; fixtures may be offered by private agents to landlords or tenants such as washers, dryers, air conditioners or space heaters.

The standard form of tenancy agreement provides for listing priveleges, amenities and facilities granted to a tenant and reserved for a landlord. For example, a tenant may be granted the use of common laundry facilities or swimming pool. A landlord may reserve the privelege of assigning parking stalls or locker space. As was mentioned earlier it may be difficult to distinguish between what is a service and what is an amenity or facility. In terms of supports for example, an exchange facility for detachable units such as appliances and fixtures may be termed an amenity. However, it is also a service, and charges may be made for each item exchanged. The point is that a tenancy agreement should list all priveleges, amenities and facilities available so that a tenant knows what is and what is not included in the rent.

A landlord and a tenant have the right to inspect the rented premises

before commencement of tenancy and at termination and record the condition on a standard condition report form.⁵⁴ Knowledge of disrepair at the commencement of tenancy does not reduce the landlord's responsibility to repair.⁵⁵ The condition report may be used at termination of tenancy to determine the amount of the deposit to be applied against damage to the premises. The standard condition report form is designed for normal rental housing. In terms of supports, the form should be redesigned to make more of a distinction between what is support structure and what is detachable unit. For example, the condition of the support structure concerns finishes of the perimeter walls, floors and ceilings. The condition of detachable units concerns the number of each type, the connections and their finishes.

A landlord has the right to claim for wilful or negligent damage to the premises. A tenant is responsible for ordinary cleanliness and repairs of damage caused by his wilful or negligent conduct.⁵⁶ This requirement has no special influence on the act of dwelling or supports. However, there needs to be a definition of damage as compared to normal wear and tear for detachable units and support structures. Whether or not supports and detachable units would be subject to more wear and tear than normal housing requires a separate study.

A tenant has the right to request repairs that are not a result of wilful or negligent damage, and a landlord is responsible for making repairs

⁵⁴Standard Form of Tenancy Agreement, Term 6.

⁵⁵The Landlord and Tenant Act, Section 98 (1), p. 36.

⁵⁶The Landlord and Tenant Act, Section 98(2) (a),(b), p. 36.

that a Rentalsman considers essential.⁵⁷ A landlord's responsibility "for providing and maintaining the rented premises in a good state of repair and fit for habitation"⁵⁸ would apply equally to supports as it does to normal housing. However, there is a situation where a tenant may be responsible to repair fixtures erected by the tenant

"It has been held that, under the statutory covenant to repair, the tenant's obligation extends by implication to things placed or erected by him on the demised premises during the lease."⁵⁹

If, for example, a tenant were to expand his dwelling externally (type 7) by erecting a greenhouse, the landlord may not be responsible for repairing leakage or whatever during the lease. This particular area requires more study, but it is beyond the scope of this thesis.

A tenant is obligated to use the premises as intended by agreement. If a tenant desires to change the use, then a landlord has the right to consent to change of usage or function.⁶⁰ Supports by their definition should be able to accommodate functions other than residential dwellings such as offices, or commercial outlets. Anticipating changes of use over a long period of time, supports should be designed so that adjacent different functions could be compatible. Otherwise, a tenant's quiet enjoyment of his dwelling may be impaired, and a landlord could be held responsible.

Type of Tenancy

There are two types of tenancy, a set term and a periodic tenancy. A set

⁵⁷The Landlord and Tenant Act, Section 119 (1), (2) p. 49.

⁵⁸Ibid, Section 98 (1), p. 36.

⁵⁹Rhodes, Williams' Canadian Law of Landlord and Tenant, p. 452.

⁶⁰The Standard Form of Tenancy Agreement, Term 10.

term specifies the term of tenancy, or the length of time over which the tenancy agreement is to run. For example, the term of tenancy may be for one year commencing September 1, 1974 and terminating August 31, 1975. Or, the term of tenancy may be 8 months commencing September 1, 1974 and terminating April 30, 1975. A periodic tenancy does not specify the commencement and termination dates. It may be from day to day, week to week, or month to month where notice to terminate may be given respectively on day, one week or one month in advance.

The type of tenancy may be considered to reflect a type of personalization. A tenant requiring a set term may personalize dwelling space whereas a tenant requiring a periodic tenancy may be more nomadic and have no interest in personalizing dwelling space other than by his presence. The term of tenancy may have an influence on the degree to which tenants personalize space. It is hypothesized that tenants with a five year term of tenancy would consider more involved ways to personalize their dwelling than tenants with eight month terms of tenancy.

Rent and Security Deposit

A tenant is obligated to pay rent when due or on demand from a landlord. Otherwise the tenancy agreement may be terminated.⁶¹ Rent includes other considerations:

"rent includes the amount of any consideration paid or required to be paid by a tenant for occupancy of residential premises and the cost of ancilliary service or accommodation or thing that the landlord provides for the tenant".⁶²

For example, services for which the tenant is not responsible may be

⁶¹The Landlord and Tenant Act, Term 104 (1), p. 42

⁶²Ibid., Term 116 (3), p. 47.

responsible may be included by the landlord in the rent. Or the landlord may include everything in the rent and present prospective tenants with a 'package' deal.

In terms of supports, it may become necessary to separate the rent for the detachable units from the rent for the dwelling space. This allows a tenant to equip the dwelling space according to one's specific needs. It also allows a tenant to rent the required area or volume of dwelling space.

A landlord is obligated to give a tenant three months notice before increasing rent except where there is a provision for a longer notice.⁶³ In terms of supports where a tenant may be able to increase or decrease the amount of dwelling space or the quantity and quality of detachable units during the term of tenancy, the landlord would not be able to collect additional rent without giving three months notice. The easiest solution of this problem is to write out a new agreement each time that quantities and qualities of space and equipment alter the amount of rent due.

A landlord has the right to collect a security deposit as a security against arrears of rent and breach of tenant's obligation for cleanliness and damage.⁶⁴ The security deposit shall not exceed more than one half of one month's rent.⁶⁵ In determining the disposition of the security deposit, there needs to be a distinction between damage and normal wear and tear.⁶⁶ This may require a pre-occupancy and post-occupancy inspection and condition report as suggested in the standard form of tenancy agreement.⁶⁷

⁶³Ibid., Section 116 (1), (2), p. 47.

⁶⁴Standard Form of Tenancy Agreement, Term 2.

⁶⁵The Landlord and Tenant Act, Section 84 (1), p. 30

⁶⁶Ibid., Section 84 (2), p. 30.

⁶⁷Standard Form of Tenancy Agreement, Term 6.

In some cases, pre-occupancy and post-occupancy photographs of the dwelling may be used in determining damage from normal wear and tear.⁶⁸

In terms of supports and detachable units, any increase or decrease in the area or volume of the dwelling, or any change of quantity or quality of detachable units may require a proportional change in the amount of security deposit. Also, the condition report, used for recording the condition of the premises before and after occupancy, may need to be redesigned to make the distinction between support and detachable units.

Rentalsman

The purpose of a Rentalsman is to act as a mediator or arbitrator in disputes between a landlord and a tenant.⁶⁹ Rentalsman's functions are:

- "(a) to advise landlords and tenants in tenancy matters.
- (b) to receive complaints and mediate disputes between landlords and tenants.
- (c) to disseminate information for the purpose of educating and advising landlords and tenants concerning rental practices, rights and remedies; and
- (d) To receive and investigate complaints of conduct in contravention of legislation governing tenancies"⁷⁰

The rentalsman has certain powers for investigating specific complaints such as access to residential premises and specific documents.⁷¹ There has been some criticism of the work of the office of the Rentalsman regarding the method of following complaints through to their proper conclusion.⁷² The main criticisms are that i) initial evaluation of the fitness of dwellings is by telephone ii) there is a lack of training amongst staff in areas of plumbing, heating, ventilation, strength of materials,

⁶⁸Interview with Manager of the Student Co-op, Winnipeg, Fall, 1973.

⁶⁹The Landlord and Tenant Act, Section 120 (1), p. 50.

⁷⁰Ibid., Section 85 (3), p.30 ⁷¹Ibid., Section 85 (4), p. 31.

⁷¹M. R. Gorsky, "An Examination and Assessment of the Amendments to the Manitoba Landlord and Tenant Act," Manitoba Law Journal vol 5, no. 2, 1973, pp. 282-86.

electricity, water quality etc., iii) the time for processing complaints is too long to be effective. Gorsky proposes that:

"It would seem that the interests of landlords and tenants would be best served by a system of adjudication which provided for a speedy on site inspection so that the true state of physical fact can be brought home to the adjudicator."⁷³

Despite these valid criticisms, it would seem that the Rentalsman functions of advising and educating landlords and tenants about their respective rights and obligations has been well utilized.⁷⁴ It is also interesting to note the category breakdown of landlord and tenant registered complaints.⁷⁵ It appears that the most complaints concerned security deposit disputes and repairs. In terms of supports these two categories may continue to create disputes unless there is clear definition of the rights and obligations of landlords and tenants regarding supports and detachable units.

Landlord's Rules and Regulations

A landlord has the right to add additional rules and regulations to the tenancy agreement and to modify them by way of notice to the tenant. It is a tenant's responsibility to observe and comply with the rules and regulations.⁷⁶ A landlord's right to add terms to the tenancy agreement is limited to terms which are permitted by and contained in the standard form of tenancy agreement, and terms which do not contravene the provisions of the Landlord and Tenant Act. Any other term is void and has no effect.⁷⁷ Tenancy agreements may then be drafted for specific housing situations. It

⁷³Ibid., P. 285.

⁷⁴See appendix B, Table C of the Report of the Rentalsman and Director of Consumer's Bureau for the Year 1972.

⁷⁵See appendix B, Table C1 of the Report of the Rentalsman and the Director of Consumer's Bureau for the Year 1972.

⁷⁶Standard Form of Tenancy Agreement, Term 13.

⁷⁷The Landlord and Tenant Act, Section 118 (2), p. 48.

is apparent that terms may be added to the standard form, but that neither Landlord nor tenant may contract out of any term prescribed by the standard form. Specific tenancy agreements may become more definitive and restrictive but not less definitive and liberal than the standard form. Therefore, the type of personalization of dwelling space in the act of dwelling depends upon the restrictions of specific tenancy agreements.

College Housing Co-operative Limited residential tenancy agreement is an example of a specific tenancy agreement a landlord and a tenant. As was mentioned earlier, a tenant is a member of the Co-op. In this sense, as tenant is also part Landlord. Self-government via elected representatives (Board of Directors) allows tenants the right of say in determining Co-op general by-laws and rules which govern the use and occupancy of the Co-op housing. Over time the Board of Directors may modify the specific by-laws and rules to accommodate changing life-styles, to direct property management or to respond to changing use of the physical environment. If the co-operative body as a whole were to implement the concept of supports and detachable units, then some of the specific terms and rules in the tenancy agreement may need to be modified to accommodate different types of personalization.

One of the Co-op's additional rules is that tenants must promise to maintain membership in good standing during the term of tenancy.⁷⁸ In order to be a member in good standing, tenants must:

"comply with and conform to all the by-laws, Rules and Regulations that the Co-op may make for the protection of the building or the general welfare and comfort of the occupants there of or the government of the Co-op."⁷⁹

⁷⁸College Housing Co-operative Ltd. Residential Tenancy Agreement, term 13.

⁷⁹Ibid.

In order to protect the building, the co-op has added clauses to the standard term "Care by Tenant". The additional clauses are rather lengthy, and one doubts that many tenants even read them, but they are rather significant as regards restricting certain types of personalization. An extract reads as follows:

"The tenant will not make any changes or alterations to the premises, nor erect partitions, nor paper, nor decorate walls or woodwork without the consent in writing of the Co-op."⁸⁰

In addition to restricting any change or alteration to the premises, the above term specifically restricts repartitioning (type 4) and refinishing dwelling space (type 3). The requirement for consent in writing from the Co-op is consistent with the standard form of tenancy agreement which states that:

"no promise for alterations, redecorations or remodelling will be binding unless noted on the attached Condition Report at the time of inspection by both parties present."⁸¹

In terms of supports, certain types of personalization may be inherently possible due to the design of the support structure and detachable units. If a dwelling is repartitionable (type 4), then requiring consent in writing before changing the layout of partitions is as redundant as obtaining consent to rearrange landlord's furnishings in a furnished dwelling (type 1). However, certain actions such as internal expansion (type 6) may require assistance from the landlord, and promises may be required. Therefore a condition report form needs to be designed that distinguishes between supports detachable units and those fixtures that may be either, according to a specific design. If a certain fixture

⁸⁰Ibid., Term 9.

⁸¹Standard Form of Tenancy Agreement, Term 6.

comes under the control of a tenant or a landlord, then it can be noted as such. If a certain action requires assistance from the landlord, then such promises can be noted adjacent to the fixture which is the object of a type of personalization.

Municipal By-laws

One of the aims of the Ontario Law Reform Commission was to "ensure realistically the rights of tenants to premises in a good state of repair and fit for habitation in accordance with current standards."⁸²

The Landlord and Tenant Act for Manitoba recognizes this point and makes it the Landlord's responsibility for complying with health and safety standards, including any housing standards required by law when maintaining the rented premises in a good state of repair and fit for habitation.⁸³

The standard form of tenancy agreement echoes this point but makes all parties to an agreement observe such requirements as are and may be enacted by law in respect to health, sanitation, fire, housing and safety standards.⁸⁴

It would seem that the main purpose of municipal by-laws is to define the term "fit for habitation" into a set of quantitative and qualitative performance criteria that allows the tenant to make the dwelling more fit through the act of dwelling. This is not always the case. The Winnipeg Building By-law No. 740/74 specifies minimum standards which in most cases appear to assume a finished dwelling product, rather than in a housing process which includes tenant participation. Some specific sections of By-law No. 740/74 are discussed in terms of the above problem area.

⁸²Lamont, Residential Tenancies, pp. 1-2.

⁸³The Landlord and tenant Act, Section 98 (1), p. 36.

⁸⁴Standard Form of Tenancy Agreement, Term 7.

Section 9.4. Loads

Table 9.4.2A titled Uniform Design Loads for Floors does not call for uniform design loads throughout a dwelling. For example, the table distinguishes between bedroom loads of 30 psf. and all other room loads of 40 psf. In terms of supports, there should be a uniform design load for all floor areas that gives the possibilities for a dwelling. The design load should be able to support the maximum assumed load anywhere within that floor area. This allows tenants to repartition dwelling space and to assign a dwelling function such as bedroom to any part of the floor area.

Section 9.5. Room and Space Dimensions

The method of measurement of areas, dimensions and heights of rooms is between finished surfaces.⁸⁵ Assuming that supports have no rooms as such, then the areas, dimensions and heights of sectors⁸⁶ would be between finished structural walls or floors.

The minimum dimensions of combined spaces⁸⁷ may be a method of determining the dimensions and areas of sectors. Theoretically, a sector should provide for a number of combinations of different room functions. These are called basic and sub variants.⁸⁸ Minimum floor areas and dimensions of a sector would include the possibility of closets or built-in bedroom cabinets. Excluding these areas⁸⁹ may confuse the requirements.

⁸⁵Winnipeg Building By-law No. 740/74, Article 9.5.1.1.

⁸⁶Supra, p. 33. ⁸⁷Winnipeg Building By-law No. 740/74, Article 9.5.1.2.

⁸⁸Supra, p. 33.

⁸⁹Winnipeg Building By-law No. 740/74, Article 9.5.1.3.

The rule governing the definition of rooms in combination, namely, that "the dividing wall occupies less than 60% of the separating plane,"⁹⁰ may still apply in supports. This rule may also apply to the definition of sectors in combination.

Under article 9.5.1.5., a tenant would be able to determine his own room and space dimensions. He would be able to show the authority having jurisdiction that the position and dimensions of material and space is sufficient for their intended use by the fact that the tenant(s) is dwelling within. In other words, the tenant may make his dwelling more fit for habitation.

Table 9.5.2.A. titled Room Heights specifies different minimum ceiling heights for different rooms within a dwelling. For example a bathroom or hall must have seven foot minimum heights whereas a living room, dining room, kitchen or bedroom must have seven and one half foot minimum height. Again, if the tenant is allowed to locate these functions anywhere within his dwelling space, then a constant height is required between the floor and ceiling of support structure. This does not mean that a tenant may not alter the ceiling height in various rooms by utilizing a false ceiling, or by installing utility modules. It does give the tenant more flexibility.

Articles 9.5.3.1. through 9.5.8.1. specify minimum areas and dimensions of rooms within dwelling units. For example, living areas separate or in combination with other rooms shall have at least 145 square feet and a minimum dimension of 9 feet 10 inches.⁹¹ At least one bedroom in every dwelling unit shall have at least 75 square feet and a minimum dimension of 8 ft 10 inches.⁹² These requirements assume that dwelling units will

⁹¹ Ibid., Article 9.5.3.1.

⁹² Ibid., Article 9.5.6.1.

be permanently partitioned. If a tenant were allowed to participate by repartitioning the dwelling space according to his needs, then these requirements would become suggested minimum areas. A tenant could reduce the minimum area of a bedroom to produce a larger living area or vice versa in order to make the dwelling more fit for his life style.

An architect may utilize these suggested minimum areas and dimensions to illustrate to authorities and other professionals involved in the housing process, that a certain design for a support structure does provide the possibilities for dwellings with many different layouts. To use SAR terminology, the suggested dimensions and areas of rooms would aid architects in determining the dimensions of sectors. The utility value of the support could then be determined by studying all of the basic and sub variants possible.⁹³

What needs to be determined is the minimum area per person for a dwelling unit. Thus, a two person dwelling space would have an overall area requirement rather than a sum of a number of required room areas. Again the overall area, may be determined by the sum of the suggested minimum room areas, but tenants should not be hold to these minimum room areas or dimensions.

Section 9.6. Doors

The doors required by article 9.6.2.1. could again be interpreted as a minimum suggested number for a dwelling unit. In terms of supports, the doors become detachable units. A tenant may want rooms with doors, or he may put the doors in a corner and leave spaces open. Doors acting as fire separations need to be treated as special cases and there may not be easily detached.

Door sizes would need to be analyzed in relation to other detachable

⁹³Supra, p. 33.

units in the dwelling such as partition or storage systems. Table 9.6.3.1. calls for three standard minimum widths and two standard minimum heights.

Section 9.7. Windows

Table 9.7.2.A. titled Minimum Glass Areas for Rooms of Residential Occupancy sets a requirement of a window area equal to 10% of the area served for living rooms, dining rooms, bedrooms and other finished rooms not mentioned, with or without electric lighting. For example, if a living room is the suggested minimum area of 145 sq. ft. then the window area which serves it must be at least 14.5 sq. ft. If a bedroom is the minimum suggested area of 75 sq. ft. then the window area which serves it must be at least 7.5 sq. ft. In typical rental housing, dwellings have permanent partitions with window areas that correspond to the room areas served. Any attempt at repartitioning the dwelling has to contend with windows designed to serve one functional layout. The alternatives are either to allow for interchangeable facade elements where windows can be relocated according to internal layout, or to have constant window areas throughout the facade that can serve any function. The former tends to be more expressive of the tenants needs, and aspirations whereas, the latter may tend to be more expressive of the architect's aesthetic.

Conclusions

1. The intent of reform legislation that created Part IV of the Landlord and Tenant Act and the standard form of tenancy agreement is to regain a balance between landlord and tenant and to ensure the rights of tenants to dwellings in a good state of repair and fit for habitation according to municipal by-laws. Tenants bargaining power is improved and their freedom to contract is more realistic.
2. Reform legislation seems to enhance the act of dwelling. For example, covenants are now interdependent and a tenant can sue a landlord for specific performance of an obligation.
3. The maximum number of occupants per dwelling should be equated with the floor area or volume of the dwelling rather than with the number of rooms.
4. Equating number of persons to floor area or volume may open up the possibilities of subletting a part of a dwelling to another sub-tenant or accommodating boarders or lodgers within a repartitionable dwelling (type 4).
5. Tenant's right to privacy may enhance the act of dwelling. Landlord's right of entry may enhance the act of dwelling if this right is used in a constructive educational way. Landlord's right of entry may limit the act of dwelling if used in a supervisory and critical way.
6. The covenant for quiet enjoyment is recognized by the definition of a support structure. The act of dwelling should not physically interfere with the quiet enjoyment of neighboring dwellings.
7. Nuisance or disturbance to neighboring tenants may be caused by the act of dwelling. This may depend upon the type of personalization allowed, the time of day when allowed, and the design and construction

of the support structure.

8. It is proposed that each recognizable sector within a support structure be numbered so that a premises may be more easily defined in the agreement as being composed of certain sectors.
9. A support structure is real property and is immovable.
10. A detachable unit is a personal chattel (either the landlord's or tenant's property) and is movable. It becomes a fixture when physically fixed to the real property. Tenant's fixtures can be severed from real property provided no damage is caused. Landlord's fixtures can be movable by the tenant or immovable by the tenant (but movable by the landlord). Certain landlord's fixtures that are now considered immovable by a tenant such as partitions, plumbing fixtures may become movable.
11. It is proposed that an inventory of landlord's fixtures or detachable units be supplied with each dwelling space. This inventory may define those fixtures which are easily movable by the tenant, and those which require assistance from the landlord or third parties. Any damage to the real property or the support structure by the tenant when moving landlord's fixtures would be the tenant's responsibility.
12. Third party agencies renting (or renting-to-own) detachable units have access to dwellings. Thus a variety of dwellings are possible. If the agencies' chattels (detachable units) are fixed to the real property (support structure) then they become the possession of the landlord upon paying the amount owing on them.
13. There needs to be a clear definition of the services and amenities that are included in the rent and the responsibility of a landlord. Presently, only those services not included in the rent and the

- responsibility of a tenant are required to be listed.
14. It is proposed that the standard condition report form be redesigned to make more of a distinction between what is support and what is detachable units. This may be tied in with a proposed inventory of landlord's fixtures mentioned earlier. For example, the form may distinguish between fixtures which are movable or immovable. Also, types of personalization inherent with the supports and detachable units could be named on the form so that they could be agreed to at commencement of tenancy.
 15. Supports may contain many uses provided that neighboring uses are compatible. They should not physically interfere with one another's quiet enjoyment of the premises or cause a nuisance or disturbance to one another.
 16. The type of tenancy may be considered a form of personalization. The term of tenancy may influence the type of personalization attempted by a tenant.
 17. Tenants may be able to increase or decrease their rent according to the amount of space and equipment they need. Any change in rent during a term of tenancy may require a new agreement. Any change in rent may also require a change in the security deposit.
 18. The office of the Rentalsman may not be fulfilling its function of thoroughly investigating complaints concerning fitness and repair of dwelling. Rentalsman appears to be fulfilling its function as an advisor and educator on the respective rights and obligations of landlord and tenant.
 19. Landlords rules and regulations add terms to a tenancy agreement that limit specific types of personalization such as repartitioning

or refinishing dwelling space.

20. Municipal by-laws limit specific types of personalization such as repartitioning dwelling space or interchanging facade components. The by-laws translate the requirements for a dwelling fit for habitation into quantitative minimums that result in conformity of fixed dwelling products.

CHAPTER IV

THE ACT OF DWELLING: PROPERTY MANAGEMENT

The need for property management of rental housing can be traced to at least three recent developments in North America. Firstly, urbanization, or the migration of populations from rural to urban environments demanded new shelter. Secondly, technological advancements in the building industry satisfied this demand for shelter by making possible very large repetitive structures which could house hundreds of tenants. Thirdly, in most cases, the owners of these large, repetitive structures were 'invisible' or absentee, for example insurance companies or entrepreneurs. Rather than deal directly with the complexity of legal, social and economic relationships with the hundreds of new urban tenants and employees to service and maintain the mass housing, landlords employed property managers.¹

The individual urban dweller occupying a space in a large residential structure may be considered as a statistic or a part of the market by the property manager. He, like everyone else, has his own life style with its own needs and limitations, and yet he occupies a space which in most cases is almost identical to his neighbors in the same structure. In order to simplify the property manager's task, it seems necessary that every tenant be treated as having exactly the same requirements. Rather than communicating with a landlord on a one to one basis, a tenant may never even meet the real landlord, let alone the property manager. In some cases, a tenant may

¹Nelson L. North and Alfred A. Ring, Real Estate: Principles and Practices, 5th ed. (Englewood Cliffs: Prentice-Hall Inc., 1960) pp. 280-281.

consider the janitor to be a hard working landlord.

Habraken feels that mass housing was never intended to house the entire community, but that mass housing was an emergency measure for sheltering a large number of people in a short period of time.

"Our problem began when this emergency measure from the turn of the century grew into housing for the entire community and thus became the norm."²

On the one hand we have the property manager who is attempting "to secure the highest net income from the property during the remaining useful life of the property."³ On the other hand, we have a number of tenants who are seeking shelter that is fit for habitation. Provided that agreements and building by-laws do not interpret fit for habitation as a finished dwelling product, then the problem is: how can we reintroduce the natural relationship into rental housing where the act of dwelling is personalization of dwelling space and where the rental housing process is manageable?

The purpose of this chapter is to define management tasks and propose management policy options for real property (supports) and landlord's or tenant's fixtures (detachable units) that relate to the act of dwelling. The act of dwelling is defined as various types of personalization of dwelling space. Management tasks and policy options will relate to seven types of personalization of dwelling space that have been discussed previously. The objective is to evaluate each type of personalization from the point of view of advantages and disadvantages to landlord and tenant. It may then be possible to assume what types of personalization are suitable for a particular housing situation, and the best management policy to follow.

²Habraken, Supports, p. 24.

³Howard L. Bliss and Charles H. Sill, Real Estate Management (Englewood Cliffs: Prentice-Hall Inc., 1953) p. 7.

This chapter draws its information and ideas from several sources. The sources are: (1) textbooks on property management, (2) a management proposal for a public housing project in England called PSSHAK⁴, (3) interviews with property managers and, (4) various discussions with advisors, classmates and colleagues.

Property management deals with the direction, control and operation of real property which is leased or rented by a landlord to a tenant.⁵ In this definition, real property may be equated with 'supports'. The main objectives of a property manager are: "(1) to maintain the investment (income) in the property, (2) to maintain the physical aspects of the property at a point of optimum efficiency and economy."⁶

The functions of a property manager have been categorized by various authors. For example, Ratcliff lists them as follows:

1. Merchandising space to secure a maximum gross income.
2. Reducing operating and maintenance costs to produce the maximum net income.
3. Reducing the financing burden.
4. Adapting the property to environmental and market changes through changes in management policy, through investing additional capital in remodelling modernization, or additions for the purpose of either increasing or reducing expenses."⁷

Bliss and Sill categorize management functions in a similar manner: (1) merchandising property, (2) operations and maintenance, (3) remodelling, modernization and rehabilitation, (4) record keeping and rent collection.⁸

⁴Supra, p. 56. ⁵Ibid., p. 7.

⁶North and Ring, Real Estate: Principles and Practices, p. 28.

⁷Richard U. Ratcliff, Real Estate Analysis (New York: McGraw - Hill Book Company, Inc., 1961) pp. 211-212.

⁸Bliss and Sill, Real Estate Management, p. 8.

Project PSSHAK (Primary Support Structure and Housing Assembly Kit)⁹ at Stamford Hill, Hackney, proposes a management process which applies mainly to the assembly kit (detachable units). The management process consists of:

- (1) Educating tenants about the adaptable housing scheme with films, models, life size mock-ups and plans that show good alternative layouts.
- (2) Organizing an exchange facility for the assembly kit (detachable units).
- (3) Charging a rent for a) the value of the assembly kit installed; b) an additional charge for delivery and pick-up of components; and c) a charge for repair or replacement of damaged components.

The property management functions for real property (supports) and the management process for landlord's fixtures (detachable units) are combined together in the following list:

- (1) Merchandising support space and detachable units.
- (2) Operations and maintenance including a) organizing an exchange facility for detachable units, and b) educating tenants about the adaptable housing scheme.
- (3) Record keeping and rent collection.
- (4) Reducing the financing burden.
- (5) Adapting the property to environmental and market changes through changes in management policy, remodelling, modernization or additions.

The main concern of this chapter is point (5) adaption of real property

⁹Nabil Hamdi and Nicholas Wilkinson, "Project PSSHAK 1971", a report submitted to the GLC, London, 1971, p. 4.

(supports) through the positioning of the landlord's fixtures (detachable units). It is believed that supports and detachable units may prove to be advantageous to property managers who may need to adapt the physical environment in response to environmental, social or technological change. Supports and detachable units recognize the need for dweller participation in the housing process. By allowing tenants to adapt their dwellings according to their needs, it is believed that tenants will become more responsible for their environment. Action means identity with the environment and this creates a sense of responsibility. The problem as stated is how to make the act of dwelling manageable in terms of rental housing.

Policy Options

The seven types of personalization (or communalization) categorized in the Introduction require specific management policies. The following discusses several policy options for each type of action and then assumes a policy which appears to achieve a proper balance between the act of dwelling and property management. With these policies in mind, property management functions for supports and detachable units are developed in more detail.

Type 1: Furnished dwelling (see fig. 0.1, p. 7)

When a tenant rents a furnished dwelling from a landlord, a tenant may personalize his dwelling space by adding personal belongings or by rearranging the furnishings (provided they are not built-in). A landlord may alter the quantity and quality of each type of furnishing according to market demands, or as they need repair or replacement. If a tenant were allowed to choose the quantity and quality of each type of furnishing, then the following policy options would need consideration;

- (a) Maintain a fixed quantity and quality of each type of furnishing throughout all dwelling space.

- (b) No fixed quantity or quality of each type of furnishing in dwelling spaces.
- (c) A maximum - minimum range of quality and quantity of each type of furnishing in dwelling spaces.

Policy (a) is no different than the policy that most property managers choose presently for their furnished dwellings. Tenants must accept the furnishings that are included with the dwelling space. Policy (b) is in complete contradiction with present property management policy. Essentially it means that tenants are able to have all furnishings removed, or completely replaced with a different quality or even double the number of furnishings in a dwelling space. The limiting factors are exchange charges and additional rental charge. A landlord needs to stock or have access to a wide variety of furnishings; furnishings in stock are unproductive. Policy (c) strikes a compromise between policies (a) and (b). A tenant is able to change the quantity and quality of each type of furnishing to a certain limit. A landlord is assured of a minimum productive value of his furnishings and he would need to stock only enough units of each type to meet estimated maximum demand.

Type 2: Unfurnished dwellings (see fig. 0.2, p. 8)

Unfurnished dwellings have various qualities and quantities of feature items that are included in the rent. For example, the student Co-op offers carpet in living rooms, bedrooms and hallways...stove and fridge (13.3 cubic feet)...large "French Window" in living room...drapes...walk-in storage room...vinyl asbestos tile in bath, kitchen and dining areas."¹⁰ Most unfurnished dwellings include a fridge, stove and some dwellings may have

¹⁰College Housing Co-operative Limited advertisement brochure.

colored appliances including a dishwasher. If carpeting or drapes are not included, then it is likely that a tenant must supply them.

It seems that property managers may have several policy options regarding the quality and quantity of feature items included in an unfurnished dwelling.

- (a) Offer what is considered 'standard equipment' or what managers consider prospective tenants need, such as a fridge and stove, a tub with shower head, w.c. and basin, drapes and carpeting.
- (b) Offer dwelling space with only the 'bare essentials' such as plumbing fixtures. A tenant is then responsible for renting or supplying his own fridge, stove, carpeting, drapes, etc.
- (c) Offer "optional equipment" for example, a choice of several qualities of appliances. An air conditioner, dishwasher or extra washroom may be included.

Property managers tend to use feature items as a means of attracting prospective tenants. However, each feature item adds to the rent. Although some tenants may find a 'package deal' attractive where all the conveniences are included in one rent, student housing needs to offer tenants basic accommodation at the lowest possible rent. Optional equipment could be offered and those who choose additional features would then pay an additional rental rate.

Type 3: Refinishable dwelling (see fig. o.3, p.9)

A refinishable dwelling is where the material color or texture of walls, floor or ceilings may be altered. A finish may be changed for functional reasons or for aesthetic reasons. A functional reason for installing vinyl asbestos tile in wet areas may be for ease of cleaning. An aesthetic reason for installing certain drapes or carpeting may be to enhance personal

furnishings.

There are several policy options that a property manager can consider regarding a refinishable dwelling;

- (a) a dwelling that is refinishable at a tenant's convenience and expense and according to a tenant's needs and tastes. There may be a condition that the dwelling be returned to a neutral decor upon termination of tenancy.
- (b) a dwelling that is refinishable at a tenant's convenience but utilizing a given range of landlord's materials. There would not need to be a condition to return the dwelling to a neutral decor upon termination of tenancy.
- (c) a dwelling that is refinishable at the managers convenience (usually between tenancies) and expense (usually employing tradesmen). The decor may be according to what the manager considers marketable, or according to the specific tastes of prespective tenants.

Policy (a) requires at least two redecorations per tenancy if a tenant decides to vary from the neutral decor. Policy (b) requires at least 1 redecoration per tenancy if a tenant decides to alter the decor chosen by the previous tenant. Otherwise, no refinishing is necessary. Policy (c) may require a redecoration for each new tenant if the manager is attempting to attract prospective tenants, or if tenants specify their own tastes. In terms of a support structure housing students, policy (a) may be preferred by students who wish to 'do their own thing'. Property managers may prefer policy (c) where all of the refinishing is by the management in order to create a 'marketable' dwelling space. A compromise seems to be policy (b) where a landlord supplies materials and perhaps expert advice and a tenant chooses the decor and provides most of the skills and labor.

It is also possible to conceive of a support structure where various sectors begin to provoke or suggest certain functions by the nature of the finishes. For example, a space with tiles on the floor and walls may suggest wet functions such as bathrooms, laundry rooms or kitchens. A space with carpeting and plastered walls may suggest a specific living space for a dining room or bedroom. A space with hardwood floors and drywall walls may be considered a general multipurpose space to be equipped with any furnishings or finishes desired.

Type 4: Repartitionable dwelling space (see fig. 0.4, p. 10)

A repartitionable dwelling can be compared with a furnished dwelling in order to derive various policy options. The flexible components that are used to subdivide space and act as storage walls may be called landlord's movable fixtures or detachable units. A tenant then has the possibility of adapting the layout of his dwelling according to his particular need or according to group needs.

The policy options are similar to those for furnished dwellings:

- (a) maintain a standard quantity, quality and types of detachable units in all dwelling spaces. The detachable units may be connected in various combinations.
- (b) no fixed quantity, quality and types of detachable units in dwelling spaces. Choice of detachable units is completely optional, and they may be connected in various combinations.
- (c) provide a maximum - minimum range of quality and quantity for each type of detachable unit. Choice is limited to this range of selection. Detachable units can be connected in various combinations.

In terms of a support structure housing students, policy (b) may be favourable to some students who wish to minimize rent by eliminating every-

thing from the dwelling but the barest essentials. For example, a student may treat the dwelling as one large space except for a bathroom and a kitchen area. The rest of the space then becomes a landscape of furniture, books, clothing, boxes, etc. However, property managers may favour policy (a) in order to standardize all dwelling units, to minimize record keeping, and to make all detachable units productive.

A possible compromise is policy (c). A tenant can choose the quantity and quality of each type of detachable unit from a limited range offered by the property management. A basic rental rate can be charged for the minimum quality and quantity of units and an additional rate for each additional piece up to the maximum. There may also be a charge for pick-up and delivery of units.

Policy (c) assures a property manager of a minimum rental income from detachable units. The number of extra units required in stock can be estimated according to tenants needs for additional detachable units. Unproductive units can be repaired or replaced while in stock. If all detachable units are productive, then rental income is maximized.

Type 5: Interchangeable plumbing fixtures (see fig. 0.5, p. 11)

Although it is not possible to connect or disconnect plumbing fixtures easily and without some professional skills and governmental supervision, technological advancement and changes in municipal by-laws may make such adaptations of the physical environment possible by a tenant in the future. In anticipation of such possibilities, policy options need to be considered by property management.

Plumbing fixtures such as tubs, toilets, basins and sinks are considered landlord's fixtures. Presently they are immovable as far as a tenant is concerned, but they may be exchanged by a property manager for new or

different types with the aid of a skilled tradesman. For example, a tub may be replaced by a shower, or a toilet may be replaced by an up to date model.

The policies which apply to repartitionable dwellings also may apply to interchangeable plumbing fixtures. A dwelling unit by definition contains sanitary facilities.¹¹ Presently, it is normal to find a tub with a shower head, a toilet and a basin mounted in a counter in the bathroom. A double kitchen sink is usually the only other plumbing fixture included in a dwelling unit. Some dwellings may have portable dishwashers which could be defined as an appliance that requires water supply and drainage to operate.

It is perhaps difficult to imagine anyone not requiring less than the normal four fixtures in a dwelling unit. However, for someone who does no cooking, then a kitchen sink may not be required. Students in residence may find only a basin in their rooms, and share toilets and bathing facilities with others.

It is perhaps easier to conceive of tenants requiring more than the normal four fixtures in a dwelling unit. Some may wish to add a second toilet. This usually demands an additional basin in the same space. Some may wish to separate the tub from the toilet and basin in order to allow three people to do three things at the same time. Some may wish to add a slop sink for the heavy duty cleaning work around the dwelling, or a double laundry sink in place of or in addition to clothes washers.

It is apparent that there are many more combinations of plumbing fixtures

¹¹ City of Winnipeg By-Law No. 740/74, p. 16.

possible than the standard three fixtures in a bathroom and one in the kitchen. If different tenants have different needs for plumbing fixtures, which of the following is the best policy?

- (a) A fixed quantity and quality of each type of fixtures combined in various ways by utilizing partitions.
- (b) No fixed quantity and quality of each type of fixture. The fixtures may be combined in various ways by utilizing partitions, or by interchanging location.
- (c) A maximum - minimum range of quantity and quality of each type of fixture. The fixtures may be combined in various ways by utilizing partitions, or by interchanging location.

Policy (a) means that a tenant makes use of the plumbing fixtures that are included in the dwelling space. If they are fixed then perhaps the fixtures can be enclosed by partitions to produce various combinations. If they are detachable, then the fixtures can be relocated within the dwelling. Policy (b) requires that a property manager needs to stock a wide variety of fixtures. Those not in use are unproductive. The resulting rental charge may be the limiting factor. Policy (c) maintains limits on the quantity, quality and type of fixtures that are permitted per dwelling space. A property manager needs to stock only enough fixtures to meet the maximum estimated demand.

Policy (a) with fixed utilizing flexible partitions to produce various combinations seems to be the best immediate policy. Eventually, the plumbing fixtures may become detachable. At that point, Policy (a) may stay in effect or policy (c) may be implemented.

Type 6: Internal expansion or contraction of dwelling space (see fig. 0.6, P. 12)

Property managers may need to expand or contract the size of dwelling space in order to meet the requirements of different individuals, communal groups or families who are prospective tenants. Tenants may need to expand or contract the size of their dwelling space to satisfy different spatial needs during their length of tenancy. Generally, there may be a need for more space as living standards rise.

The policy options regarding internal expansion are:

- (a) Horizontal expansion or contraction only.
- (b) Vertical expansion or contraction only.
- (c) Horizontal and vertical expansion and contraction.

The increment of vertical expansion or contraction is logically one floor. The increment of horizontal expansion or contraction may be 1 inch, 1 foot, 1 yard, 1 meter or 1 sector.¹² The minimum increment of expansion should be large enough to provide some utility value for the tenant. It should also be definable in legal terms when describing the premises. The smaller the increments of expansion the more complicated becomes the property managers task of allocating space to prospective and continuing tenants.

In terms of supports structures for students, there may tend to be more expansion or contraction of dwelling by the property manager to accommodate prospective tenants than by continuing tenants. This is because of student's relatively short term of tenancy.¹³ However, increased flexibility of the physical environment may make longer tenancies more attractive.

¹²Supra, p. 33.

¹³Garry Charles, manager of the Student Co-op estimates that the majority of student-tenants require an eight month to one year tenancy.

Policy (a) when coupled with a sub-policy that expansion or contraction may be in increments not less than an area defined as a sector would minimize the complexities of allocating and recording space usage. Policy (b) implies that vertical expansion or contraction is by a minimum increment of one floor. Policy (c) maximizes the number of options available to a tenant for expansion or contraction, but complicates the property managers task of allocating and recording space usage.

The choice of policy depends upon the support structure. Some areas may only accommodate horizontal or vertical expansion or contraction. Other areas may accommodate both. It is assumed that the property manager's task of allocating and recording space usage and options can be developed for the sake of maximizing tenants' options. Both vertical and horizontal expansion should be possible.

Type 7: Externally expandable dwelling with interchangeable facade elements. Altering the interior-exterior boundary is a difficult technical problem for a subarctic climate like Winnipeg. The need to alter the boundary may be in response to internal layout of a dwelling, or in response to the need for more interior or exterior space.

The policy options are:

- (a) The location of the facade separating interior from exterior is fixed.
 - Sub option (i): the facade is composed of transparent, translucent or opaque panels which may be interchanged or exchanged for more or less of each type. Sub option (ii): another facade may be established, i.e. a green house.
- (b) The facade separating interior from exterior may be relocated anywhere within a defined zone. Sub option (i) also applies.

Policy (a) by itself gives no more flexibility than already exists today.

Sub-option (i) is a reasonable possibility for a Winnipeg climate provided that the connections are good. Transparent, translucent or opaque panels can be located according to the internal layout. If for example, an opaque panel is exchanged for a translucent panel, then a policy setting a maximum - minimum range of exchange may apply similar to policies for other detachable units. Sub-option (i) also permits a property manager to replace panels that are obsolete, that need repair. Sub-option (ii) is a reasonable possibility for creating a buffer zone between the inside and the outside. A landlord may stock the required equipment to create a semi-inhabitable space, perhaps other rental agencies may offer the necessary equipment. Alternatively, a tenant could do it himself. Policy (b) is difficult in a Winnipeg climate because of the need to overbuild to allow for movement of the exterior wall. Thus connections with the support structure may be difficult to seal.

It is assumed that the best policy regarding external expansion (or contraction) of dwelling space is to fix the location of the facade separating the interior from the exterior and to permit the erection of another facade either outside or inside of the fixed facade. The resulting space between the fixed facade and the flexible facade becomes a buffer zone between the exterior and the interior such as a sun porch or a greenhouse. It is proposed that both fixed and flexible facades consist of interchangeable panels: opaque, translucent or transparent. The policy regarding a maximum and minimum number of each type of panel can also apply.

Choice of policy options

The foregoing discussion of various policy options for managing seven types of personalization and communalization of dwelling space has suggested

policy choices. These choices seem to be a compromise between tenant's need for action and management's need to control all tenants' actions.

Policy options may change from year to year. As was pointed out, a change of policy may be in response to environmental change, change of life styles and technological advancements. Management policy options also depend upon terms of tenancy agreements as prescribed by The Landlord and Tenant Act. Three areas that may require further study before choosing policy options and implementing supports and detachable units are: (1) the organization of an exchange facility, (2) introducing third party rental agencies and (3) organizing a workshop for self-made components.

A prerequisite for studying the above areas is the need to study the needs and limitations of tenants. In this case, tenants are mainly students. What durable consumer goods do students acquire during their university career? What goods are purchased, rented or borrowed? Is there a priority of needs? Regarding supports and detachable units, if the policy that a range of quantity, quality and type of detachable units are available: (1) would students tend to use the least number, and lowest quality of each type of detachable unit thereby minimizing the rent? or (2) would students tend to make up the difference with self made, borrowed, rented or purchased items from elsewhere? These questions are best answered after a survey is completed in this area. Unfortunately no such information is available.

Rental Agencies

By checking the advertisements, it is possible to determine the types of detachable units that are now offered by rental agencies. The list includes: clothes washers and dryers, T.V. (rent-to-buy), radios, record players, projectors, guest beds, cribs, roll-a-way beds, air

conditioners, folding screens, bars, coat racks, complete modern apartment and household furnishings, and so on.

It may be assumed from the above that rental agencies are able to offer a full line of appliances to either individual tenants or to property managers who then offer them to tenants. Plumbing fixtures, due to their fixed nature, are not offered by rental agencies. However, as technology develops new models which are easily connected or disconnected, these may also be advertised.

Exchange facility

It is assumed that the property manager of a support structure would also administer a system of detachable units such as partition panels and facade elements through an exchange facility. Since such things are presently built into rental housing (therefore a part of the support structure), there is not a large enough demand to justify marketing of partition panels or facade elements by private rental agencies. An exchange facility within the support structure can contain a stock of additional detachable units of the same quality and type as are installed within each dwelling space. Assuming the policy regarding exchanging or replacing detachable units is that a maximum and a minimum number are permitted per dwelling, then Project PSSHAK may be used as a model for estimating the amount of stock required to run an exchange facility:

"To estimate the stock we have assumed that an average of two dwellings per month will be adapted. (This is equivalent to an average of altering each dwelling every 2 years). The stock required to support the exchange facility depends on the range between the maximum and minimum number of each type of unit installed. If the stock is maintained at twice the range, then it will be able to meet the extreme demand of two dwellings both requiring an increase from the minimum to maximum number of units."¹⁴

¹⁴Hamdi and Wilkinson, "Project PSSHAK 1971", appendix B-2.

Workshop

A further assumption is that many student-tenants may want to make some of their own detachable units for their dwelling. This creates the need for a co-operative workshop. A workshop can also be associated with an exchange facility for detachable units offered by private agencies and property management. Its functions could include the following:

- (1) Workshop members and maintenance staff use tools and equipment at a specified time of day and during seasons of greatest demand such as in the fall, during Christmas holiday or the summer break.
- (2) Workshop members and maintenance staff make components for dwellings and for the exchange facility respectively.
- (3) Maintenance staff orders and stores industrial goods and materials from which components are built.
- (4) Maintenance staff purchases durable consumer goods to replace worn-out, obsolete or undesirable goods.
- (5) Tenants select and exchange detachable units from the exchange facility.
- (6) Maintenance staff orders rentable detachable units from rental agency to replace or increase existing stock. Damaged or undesirable detachable units are returned to rental agents.

Some further management questions that may need to be answered before integrating an exchange facility and workshop are as follows:

1. What size of housing project is needed to make an exchange facility and workshop feasible since it is serving a limited market contained within the housing project and it can not feasibly extend its services to other housing projects?
2. At what time of day, week or year is an exchange facility and workshop

operational to be most useful for students?

3. How is an exchange facility and workshop financed, by its member-users or by the entire co-operative?
4. Are the tools and equipment owned or rented and if the latter, at what periods of the year?
5. What is the relative square footage cost of an exchange facility and workshop? What amount of area can be programmed and budgeted for such a facility?
6. Is an exchange facility and workshop managed by the property manager or a separate maintenance manager?
7. Is it possible to integrate a consulting service for student tenants and a workshop training program? At what time of day, week or season should it operate and who would act as consultant and instructor?

These are just a sample of the kinds of questions that need to be asked and answered before an exchange facility, workshop, consulting and instruction service could be implemented. Unfortunately, these questions can only be treated as important considerations at this point in time.

Merchandising Space and Equipment

The present co-op management process of merchandising space and equipment is presented.¹⁵ Comments are added indicating proposed changes to this process for merchandising supports and detachable units.

1. Management distributes advertisement brochures in advance of commencement of tenancy. They contain information concerning:
 - a) what a co-operative is, b) membership, c) priority for acceptance,

¹⁵Garry Charles, The Co-op, October 1973.

- c) acceptance and full membership, e) lease and safety deposit,
- f) suite features, g) facilities and benefits, and h) application form for priority membership

Advertisement brochures about supports and detachable units may follow the same format. Points that may require modification are lease and safety deposit, and suite features.

2. Applicants respond to the advertisement with an enquiry and a provisional membership fee. An application form is completed stating personal information and choice of one or two bedroom dwelling unit. Response to an advertisement for a support dwelling may require the same information. Instead of stating a preference for one or two bedroom unit, an applicant may be asked to state required dwelling area.
3. Management assigns a sequential number based on the date the application is received. On July 1, the number of vacant dwelling units are calculated from notices given for termination of one year leases on September 1. Offers of accommodation are then sent out to applicants beginning with the lowest number on the active list. The following priority is used for applications submitted before July 1: a) married students, b) graduate students, c) under graduate students, and d) non students (up to 20% of households).

If after the early applications have been processed and there are still vacancies, then the priority list does not apply to applications submitted after July 1.

Assigning a sequential number to applications received seems to be a fair way of saying, first come first served. If the type and term of tenancy are to be considered as forms of personalization as suggested in

the previous Chapter, then perhaps there may be periodic monthly tenancies, or four to eight month terms to coincide with university terms. In this case, tenancies may commence every month or on January 1, May 1, or September 1. Applications would need to be received December 1, April 1 or August 1 to receive a priority number for the following term.

The management policy of giving first and second priority to married and graduate students appears to be contrary to the idea of a support structure housing a number of different life styles. This policy is an example of property managers attempting to specify the tenant to match the dwelling unit product. However, this policy may be justified by the fact that on the average, married and graduate students are more stable and responsible than single under graduate students.¹⁶ The policy of giving non-students last priority is due to two reasons. Firstly, the rental structure of student co-operative housing is comparatively lower than competing housing in the market place. If this policy were not implemented then the structure may be easily filled with working tenants who have more income and can therefore afford to pay a higher rent. Secondly, there is a specific section of The Landlord and Tenant Act which gives a landlord or his property manager the right not to renew a tenancy agreement with a non-student on the grounds that the structure is mainly financed by the Federal Government for the use and occupancy by students.¹⁷

4. Management sends an applicant an offer for accommodation of either a one or two bedroom dwelling unit. Those applicants with lowest priority may not receive an offer for the type of dwelling unit they

¹⁶Garry Adams, interview with a property manager, Transmark Limited, Winnipeg, January, 1975.

¹⁷The Landlord and Tenant Act, Section 103 (6)(c), p. 41.

need. They either may accept the offer or look elsewhere.

Management of a support structure and detachable units sends offers of accommodation to applicants that may contain a plan of the dwelling space offered and its total square footage. Offers of accommodation attempt to meet the demands of all applicants. However, due to the size and configuration of vacant dwelling space, it may not be possible for management to offer exactly what applicants require. Therefore, a strategy of subdividing and allocating vacant dwelling space is needed to satisfy a majority of applicants requirements.

As space is allocated on a priority basis, there may be some leftover spaces that are not satisfactory for applicants with the next highest priority. However, leftover spaces may be suitable for applicants with a lower priority number. If a property manager expects to maintain a minimum vacancy rate, then it is necessary to assign remaining dwelling spaces to persons willing to accept them. As a result, there may be a mixture of married, graduate, undergraduate and non-students in close proximity. This is contrary to management's policy of segregating student life styles in order to prevent discord. However, a mixture causes no social problems provided that there is a good social program that encourages accord rather than confrontation. Since conflicts between different life styles are mainly created by sound transfer between dwelling spaces, the design of the support structure and detachable units also reduces or increases the problem.

Offers of accommodation may also contain a guide for planning ones dwelling. This may aid the prospective tenant in determining the layout and equipment of his dwelling before he actually moves in. It also may allow a tenant to establish an inventory of necessary equipment and the resulting total rental rate for the space plus equipment.

5. Applicants receive an offer for accommodation and must reply within a certain period of time or lose his priority number. Applicants who accept the offer then submit the co-op membership fee and the security deposit equal to half of one month's rent.

Applicants who accept an offer for support dwelling space may need to submit a proposed layout of the dwelling and an inventory of necessary equipment in addition to a co-op membership fee and a security deposit. The minimum security deposit is determined by summing the rent for the space plus the minimum rent for detachable units and dividing by two.

6. Management receives acceptance of accommodation from applicant along with the co-op membership fee and a security deposit. Not all offers may be accepted. Therefore, management may have to wait a certain period of time before offering the available space to an applicant with the next highest priority number.

In addition to receiving the acceptance of dwelling space, co-op membership fee and a security deposit from an applicant, the management of a support structure may receive a proposed layout of the dwelling space, and an inventory of detachable units needed. The management then has to develop a strategy of arranging for each applicants needs. Some applicants may fail to submit proposed layouts and inventory. In this case, final arrangements need to be made when the tenants commence tenancy.¹⁸

7. Landlord and tenant complete a standard form of tenancy agreement with additional terms added by landlord or tenant.

The standard form of tenancy agreement also applies to support dwellings.

¹⁸It should be noted that the foregoing process may be a means to spread management workload over a longer period of time, rather than concentrating all tasks at commencement of tenancy.

As was pointed out in the previous chapter, the basic intent of the Landlord and Tenant Act and the standard form of tenancy agreement seems to enhance the act of dwelling subject to a few technical details. It is the additional terms added by a landlord that may tend to limit the act of dwelling. Therefore, the additional terms of the tenancy agreement must be consistent with management policy regarding the allowable types of personalization and communalization.

8. Landlord and tenant may inspect the premises at termination of tenancy to determine its condition. Normal wear and tear or damage can be determined by comparing a post-occupancy condition report with a pre-occupancy report.

It has been proposed in the previous chapter that the condition report for support dwellings should distinguish between what is support and what is detachable unit. Normal wear and tear or damage of the support surfaces and the quantity and condition of detachable units can be determined by comparing the post-occupancy condition report with a pre-occupancy report.

9. In between a terminating tenant moving out and a new tenant moving in, a landlord may have to make repairs to the dwelling to make it fit for habitation for a new tenant. Alternatively, if there is not sufficient time, then these repairs may need to be noted on the pre-occupancy condition report and completed during the initial period of new tenancy. If the repairs or refinishing can be completed by the tenant, then perhaps there may be some agreement to reduce the rent to cover the costs of materials and tenant's time, or perhaps the landlord may only supply the materials.

In terms of supports, a tenant may wish to personalize his dwelling to suit his own needs. Some actions such as repartitioning may not need agree-

ment between landlord and tenant, but an action such as detaching plumbing fixtures, or expanding a dwelling internally may need agreement from a landlord to supply advise or skilled tradesmen. Such promises need to be noted on the pre-occupancy condition report before they would become legally binding.

Operations and Maintenance

There are some methods of reducing operations and maintenance expenses.¹⁹ For example, Ratcliff proposes that terms of the tenancy agreement may require tenants to undertake some of the operating and maintenance cost responsibilities such as: rent for heat separate from rent for space, janitorial work, and minor repairs. However, since a landlord is responsible for normal repair and making a dwelling fit for habitation, a tenant may not be required to make major repairs that are not a result of wilful or negligent damage.²⁰

Ratcliff considers careful tenant selection as a means of reducing maintenance and redecorating costs. Responsible, well-behaved tenants will usually create less wear and tear than irresponsible tenants. Some apartment blocks may even require letters of reference from prospective tenants to ensure property managers of their responsible nature.²¹ This may be considered as a method for property managers to inhabit their real property with tenants fitting certain specifications such as married couples without children. It may well be that single students desiring to share a dwelling will have difficulty convincing some property managers of their responsible

¹⁹Ratcliff, Real Estate Analysis, p. 217.

²⁰The Landlord and Tenant Act, Section 98 (1), p. 36.

²¹Telephone interview with resident manager of Southview Plaza, February, 1975.

nature despite letters of reference. The question is whether or not the decision by property managers to allow only certain tenant life styles into their apartment approaches discrimination against such groups as single student individuals.

Operating and maintenance costs may be reduced through efficient management. This means competent management, an efficient organization, effective accounting and budgeting, good customer relations, effective collection, proper personnel policies and careful purchasing. Alternatively maintenance costs may be put off during lean times. However, prompt repair and replacement is the best policy. Otherwise, management may find that their best tenants are prepared to terminate their tenancy, or offset their rent on the grounds that the landlord fails to meet his obligation to maintain the premises in a good state of repair and fit for habitation.

Finally "savings in operating costs can sometimes be accomplished by replacing obsolete and inefficient equipment with modern counter parts"²² For example a new heating plant or appliances may save the management money in the long run through reduced operating and maintenance costs. This is seldom the case because a building usually becomes economically obsolete before it is functionally obsolete. In other words, because of land values, taxation and interest rates, it seems that demolition and reconstruction is more economically feasible than renovating or modernization. This is an area that is in complete contradiction with the idea of a support structure spanning decades. In order to implement a support structure, the economic system requires a reassessment. Unfortunately, this is beyond the scope of this thesis.

²²Ratcliff, Real Estate Analysis, p. 219.

Record Keeping and Rent Collection

In terms of supports, record keeping and rent collection needs to be separated into two procedures. Firstly, records of space allocation and rent per spatial unit are needed. Secondly, records of detachable unit allocation and rent per detachable unit are needed.

Dwellings may be composed of various sectors which are defined by the support structure. Each sector may demand more or less rent depending upon its size, position and servicing. A graphic record is needed to aid the property manager in: (1) relating the spatial units to a defined premises under the tenancy agreement, (2) determining a strategy of allocating vacant spatial units to prospective or continuing tenants, and (3) calculating the rent for a dwelling by summing the rental rate for each spatial unit.

Support dwellings are composed of one or more sectors. Property managers can assign a minimum and a maximum number of detachable units per sector. The minimum rental rate for a dwelling equals the rent for the sectors plus rent for the minimum number of detachable units. Knowing that each sector contains a minimum number of detachable units, then it is a matter of allocating a reserve stock of components to tenants up to a maximum allowed according to the number of sectors composing dwelling space.

Financing

This area is not developed in this chapter. Rather, it would require a chapter all its own. It involves comparing the costs and benefits of supports and detachable units to normal housing. This is beyond the scope of this thesis. All that can be said is that according to the estimates by Project PSSHAK, the costs of supports and detachable units

are no higher than costs of normal housing.²³

In addition to this, Rabeneck argues that space is the best value for the money:

"in terms of 'value for money' adaptable solutions with increased space standards are the only real safeguard for the future housing stock. Tradeoffs between space standards and technological gadgets seems to us a dangerous approach. While the reduction in area may be tolerable in the short term, its effects become more pronounced as the occupants 'standard of living increase over the years."²⁴

Adaptation of the Physical Environment

Seven types of personalization (or communalization) of dwelling space are discussed in this Chapter from the point of view of establishing property management policies that set certain limits on what tenants are able to do in rental housing. Property managers may also need to adapt (or communalize) the physical environment in similar ways in response to environmental, social or technological changes outside of the property.²⁵ Environmental changes includes changes in accessibility to the property, changes in servicing, or changes of land use. Social changes include changes of attitudes, customs or values; social changes may be due to a demographic change in the composition and economic base of the neighborhood. Technological changes include advancement in mechanical systems, structural methods, materials, components, appliances or equipment.

Ratcliff discusses various types of adaptation. Firstly, adaptation may be operational such as a change of policy. Policies have already been discussed as they relate to implementing various types of personalization and communalization. Policy changes may have an indirect effect

²³Hamdi and Wilkinson, "Project PSSHAK 1971" Appendix B-1.

²⁴Andrew Rabeneck, David Shappard and Peter Town, "Housing flexibility/adaptability", Architectural Design, (February, 1974), p. 81.

²⁵Ratcliff, Real Estate Analysis, p. 224.

on the physical environment. For example, if there is a change in the population characteristics such as a transition from high to low income groups, then property managers may need to accept lower income tenants. Standard equipment may be removed from dwellings and become optional. The building then takes on a new character.

Secondly, modernization or "restoring the structure to maximum attractiveness and productivity"²⁶ is direct adaptation of the physical environment by a property manager. This may include replacing obsolete equipment, changing the spatial arrangement of the building to accommodate different tenants, redecoration of the interiors or modernization of the facade such as replacing old window frames with new types, or changing the architectural character of the facade with material, color or texture. It should be noted that these types of adaptations do not affect directly the act of dwelling for each tenant, but that these adaptation change the nature of a building and are types of communalization. The question remains should the expression of the group, dominate the individual expression of dwelling?

Thirdly, conversion of the structure from one function or use to another is another type of adaptation. For example a residential building may be partially or totally adapted to function as commercial or office space. This possibility demands that structures are adaptable, that they be designed to function as many things throughout their lifespan.

²⁶Ibid., p. 224.

Conclusions and Assumptions

1. Property Management is an outgrowth of urbanization, development of building technology and absentee landlords. It seems to be another barrier preventing the act of dwelling and the natural relationship.
2. The problem is how to approach the natural relationship and yet still make the rental housing process manageable.
3. Property management functions for supports and detachable units may be categorized into a) merchandising space and equipment, b) operations and maintenance, c) records and auditing, d) reducing financing, e) adapting the physical environment.
4. The seven types of personalization and communalization need to be manageable for rental housing. The policies which still give options to tenants are:

Type 1: Furnished dwelling - a maximum-minimum range of quality and quantity of each type of furnishing in dwelling spaces.

Type 2: Unfurnished dwelling - provide a dwelling space that is fit for habitation with the option of adding equipment, or services as required.

Type 3: Refinishable dwelling - refinishable at a tenant's convenience but utilizing a given range of landlord's materials and equipment.

Type 4: Repartitionable dwelling - provide a maximum-minimum range of quality and quantity for each type of partition component.

Type 5: Interchangeable plumbing fixture - for the present time, provide a fixed quantity and quality of fixtures but laid out so that they can be combined in various ways through the use of enclosing partitions. Plumbing fixtures may become

detachable in the future. In this case, a maximum-minimum range of quality and quantity of each type of fixture could be implemented.

Type 6: Internally expandable dwelling - both vertical and horizontal expansion should be possible either independently or consecutively.

Type 7: Externally expandable dwelling with interchangeable facade elements fix the position of the facade separating interior from exterior but allow erection of a secondary facade outside or inside the fixed facade; translucent, transparent and opaque panels should be interchangeable.

5. Rental agencies, exchange facility and a workshop should be utilized

Assumption a: rental agencies supply a complete line of appliances and perhaps plumbing fixtures in the future.

Assumption b: an exchange facility stocks a minimum number of qualities and types of partition panels, storage components, doors, translucent, transparent and opaque facade panels.

Assumption c: a workshop is provided to allow for self made items, for maintenance of detachable units, and for integration with exchange facility.

6. Support dwellings may be advertised illustrating a proposed layout, size and configuration.

7. Response to the advertisement would require preference of dwelling size and configuration.

8. The type and term of tenancy should be considered as forms of personalization. Periodic tenancies by the month and short term tenancies, four or eight months long may be offered.

9. Priority for married or graduate students over single undergraduate students may be justified for reasons of their responsibility and stability. The question is who accommodates single undergraduates other than residences and room and board situations? Individual single students may become sub-tenants, boarders or lodgers of married or graduate student tenants in support structures. Single student groups may need to be segregated from married or graduate students. Alternatively, respect for neighbour's right of quiet enjoyment of his dwelling may be achieved through social programs. Sound transfer may also be reduced through correct design of supports.
10. Lowest priority for non-students may be justified by the fact that student housing is built at a price that students can afford. Students cannot compete with the rents that working tenants can afford.
11. Management needs a strategy of plotting and allocating vacant dwelling space to prospective as well as continuing tenants who have options on adjacent space.
12. Management needs a strategy of allocating detachable units to dwelling spaces for prospective as well as continuing tenants who may minimize or maximize the total number in their dwelling during tenancy.
13. The management policies should be consistent with the terms of the tenancy agreement.
14. Operating and maintenance costs may be reduced by giving tenants more responsibilities for repair and maintenance, by selecting responsible, well behaved tenants, through efficient management, by offsetting major maintenance expenses, or contrarily by replacing obsolete and inefficient equipment.
15. The costs and benefits of supports and detachable units need to be

compared with normal housing in a separate study. It is estimated that the cost of supports and detachable units is no greater than normal housing. Space, rather than technological gadgets is the best value for the money and is a prerequisite for adaptability.

16. Property managers and tenants may need to adapt the physical environment in response to environmental, social, or technological change.
17. Types of property management may be indirect such as by policy change, or direct such as modernization or through change of use, such as conversion from residential to commercial or office function.

CHAPTER V

STUDENT HOUSING IN WINNIPEG: THE CONTEXT

The purpose of this chapter is to support the hypothesis that the limitations of life style, legal agreements, property management and support structure and detachable units determines the type of personalization (or communalization) of dwelling space. For this purpose, eight student housing situations in Winnipeg are presented graphically and discussed in terms of the above four factors. The physical environment is described as a support structure containing dwellings (or the container as a dwelling) and detachable units which relate to the type of personalization (or communalization) apparent in each situation. For example, in a given situation the support structure may include everything for the act of dwelling except furnishings. The furniture then is described as detachable units and the act of furnishing a dwelling is categorized as the second type of personalization. In other words, detachable units are those aspects of the physical environment about which a tenant has the right of say to utilize for personalizing dwelling space.

Each student housing situation is analyzed in terms of zones, margins and sectors. Each support structure has unique arrangements and dimensions of zones, margins and sectors that are summarized and compared at the end of the chapter. This analysis leads to the development of a design model for a support structure in the final chapter.

Type	Support Structure	Life style	Legal Agreement	Property Management	Detachable units
Student living at home	Single detached house, Example: Lemay house	*Individual, Married couple Married couple with child(ren)	No legal agreements within family, but with public and private agencies	Self managed and maintained	Personalization (or Communalization) types 2,3,4,5,6,7.
Renting an apartment - private landlord	Highrise apartment block Example: Southview Plaza	Individual, *Married couple Married couple with child(ren) communal group	Standard form of tenancy agreement with additional terms.	Property management agency Resident managers Resident caretakers	Personalization (or Communalization) types 2,3.
Renting a room - public landlord	Multi-storey Residence hall Example: University College Residence	*Individual Communal group	Residents agreement House rules and regulations	Managed and maintained by University of Manitoba	Personalization (or Communalization) type 1.
Renting an apartment - co-operative landlord	Three story walk-up Example: Student Co-op	Married couple *Married couple with child(ren) communal group	Tenancy agreement with additional terms General by-laws	In-house manager Maintenance by employed tenants	Personalization (or Communalization) types 2,3.

TABLE 5.1. MODERN STUDENT HOUSING TYPES (POSTWAR)

TABLE 5.2. OLDER STUDENT HOUSING TYPES (PREWAR)				POSTWAR	Type	Support Structure	Life style	Legal Agreement	Property Management	Detachable units		
(5) Renting an apartment - private landlord	(6) Renting a room - public landlord	(7) Renting a room - fraternity landlord	(8) Owning and occupying a dwelling	Single detached house Example: Walls house	Single detached house Example: Delta Upsilon Fraternity	Single detached house Example: Tache Hall	Individual Married couple Married couple with child(ren) *Communal group	Individual Communal group	Individual Communal group	*Married couple Married couple with child(ren) Communal group	Managed and maintained by owner	Personalization (or Communalization) types 2,3,4,6.
Four storey walk-up Example: Atholl Apartments	Four storey residence hall Example: Tache Hall	Single detached house Example: Delta Upsilon Fraternity	Single detached house Example: Walls house	Single detached house Example: Delta Upsilon Fraternity	Single detached house Example: Tache Hall	Individual Communal group	Individual Communal group	Individual Communal group	Individual Communal group	*Married couple Married couple with child(ren) Communal group	Managed and maintained by members	Personalization (or Communalization) types 1,2,3,4,5,6.
Standard form of tenancy agreement with additional terms	Residents agreement House rules and regulations	No legal agreements among members. House rules and regulations	No legal agreements among members but with public and private agencies	No legal agreements among members. House rules and regulations	Residents agreement House rules and regulations	Managed and maintained by the University of Manitoba	Managed and maintained by the University of Manitoba	Managed and maintained by the University of Manitoba	Managed and maintained by the University of Manitoba	Managed and maintained by owner	Managed and maintained by owner	Personalization (or Communalization) type 1.
Property management agency Resident caretaker	Managed and maintained by the University of Manitoba	Managed and maintained by members	Managed and maintained by owner	Managed and maintained by members	Managed and maintained by the University of Manitoba	Managed and maintained by the University of Manitoba	Managed and maintained by the University of Manitoba	Managed and maintained by the University of Manitoba	Managed and maintained by the University of Manitoba	Managed and maintained by owner	Managed and maintained by owner	Personalization (or Communalization) type 1.
Personalization (or Communalization) types 2,3.	Personalization (or Communalization) type 1.	Personalization (or Communalization) types 1,2,3,4,5,6.	Personalization (or Communalization) types 2,3,4,6.	Personalization (or Communalization) types 1,2,3,4,5,6.	Personalization (or Communalization) type 1.	Personalization (or Communalization) type 1.	Personalization (or Communalization) types 2,3.	Personalization (or Communalization) types 2,3.	Personalization (or Communalization) types 2,3.	Personalization (or Communalization) types 2,3,4,6.	Personalization (or Communalization) types 2,3,4,6.	Personalization (or Communalization) types 2,3,4,6.

Tables 5.1. and 5.2. summarize the main points developed in the pages to follow for those who care to study only the illustrations. The eight situations are listed and described in terms of the type of support structure, the life styles it contains, the legal agreements that govern its use and occupancy, the responsibilities for property management and the types of personalization that determine the detachable units. The first four situations are categorized under modern, postwar housing, the next three under prewar older buildings. The final situation is also postwar housing.

Situation 1: Living at home (Single detached house)

Approximately 52% of all students attending the University of Manitoba during the 1969-1970 session resided at home.¹ This is the largest body of students with similar housing situations in Winnipeg. The 52% figure correlates closely with 57.7% which is the percentage of all full time students attending the University of Manitoba during the 1969-1970 session who are from Winnipeg.² The difference between these two figures, 5.7% is assumed to represent those students who moved away from home during the university term, plus students who moved to Winnipeg and took up permanent residence.

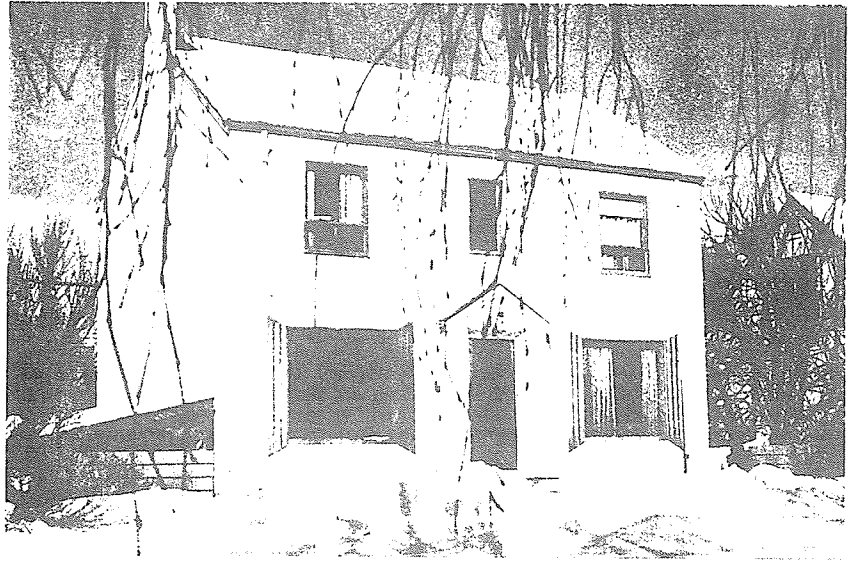
Support Structure

A modern single detached house in a suburban neighborhood is a volume which

¹I. Auld and G. Charles, Recommendation on Additional Student Housing Development at the University of Manitoba, A report to the Presidential Advisory Committee on Housing, Winnipeg, 1970, p. 2.

²Full Time Enrollment by Geographical Area, 1967-1973, (Winnipeg: University of Manitoba, 1974).

Photo 5.1.
LEMAY HOUSE



Lemay house:
-top-front door
-center-back door
note addition
-bottom-Jerry's
room built in
basement
-Owner occupied
single detached
house

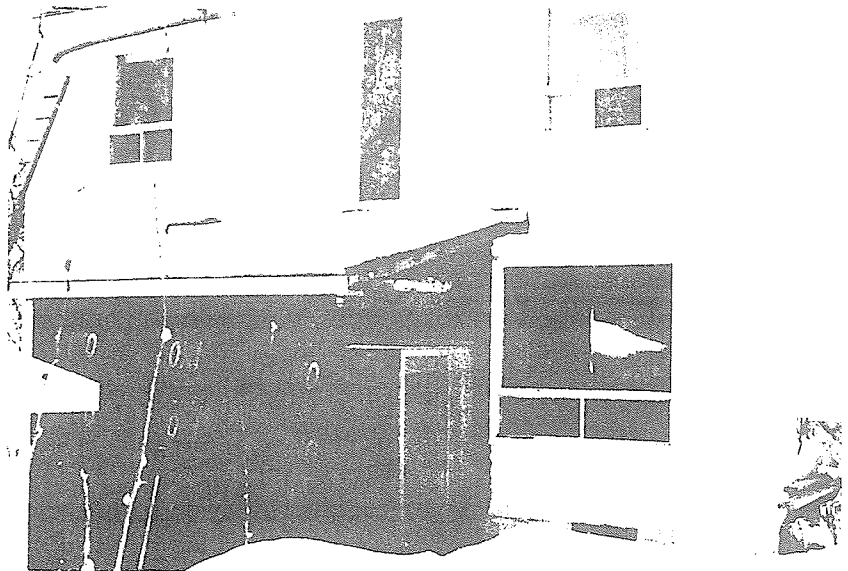


Fig. 5.1.
LEMAY HOUSE

Area of house...2,428 S.F.

Volume of house...14,136 C.F.

Area per person....486 S.F.

Volume per person...2,825 C.F.

Cost per S.F. per mon. \$.073
Cost per C.F. per mon. \$.013

Area of student's room250 S.F.

Volume of student's room1,750 C.F.

Types of Actions
Main floor:

- (2) furnishings rearranged
- (3) new floor finish
- (4) opening relocated
- (7) entrance porch addition

Basement floor:

- (4) partition relocated
- (5) plumbing fixtures removed
- (3) bedroom redecorated

scale - 1" = 16'

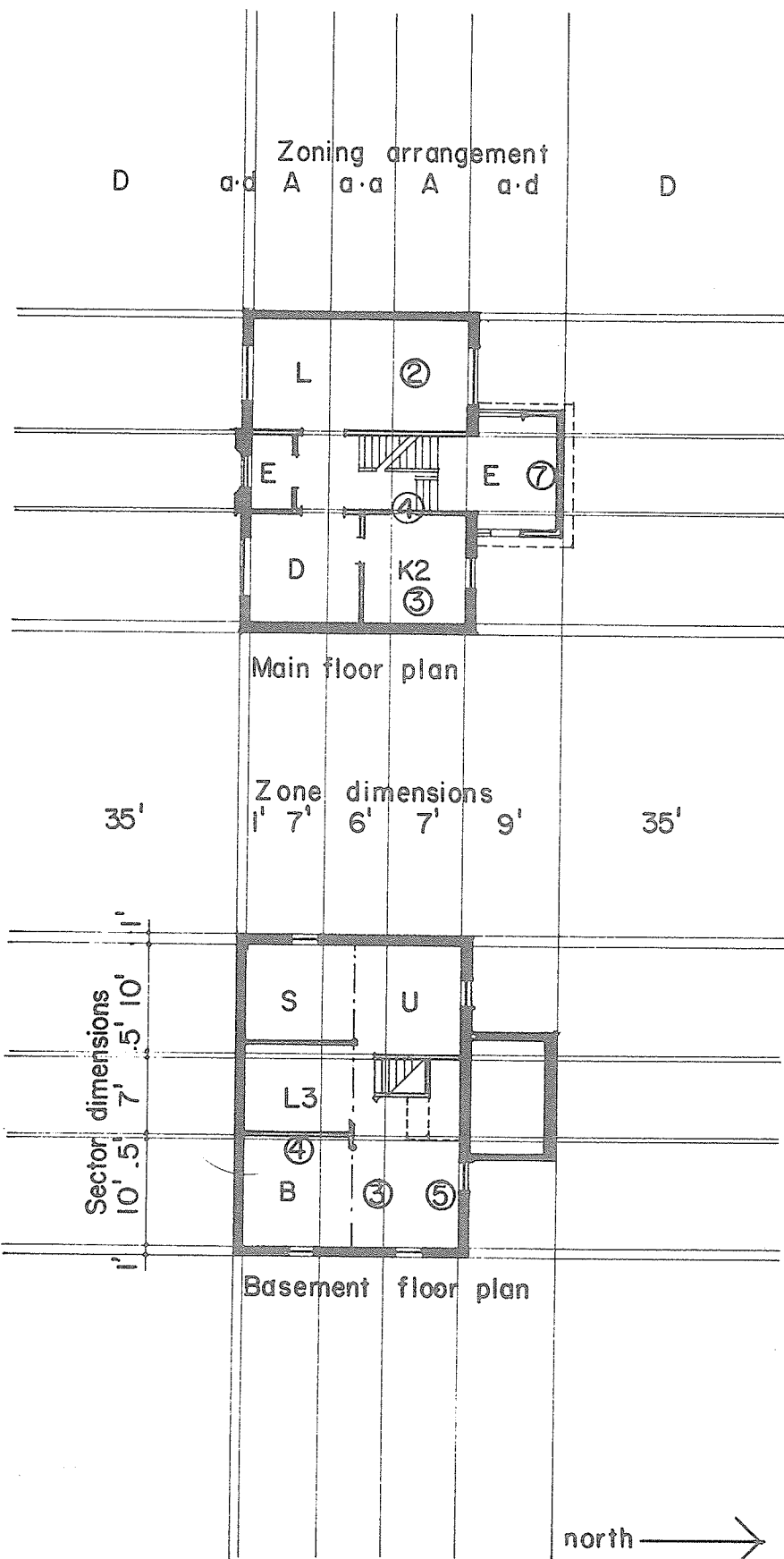
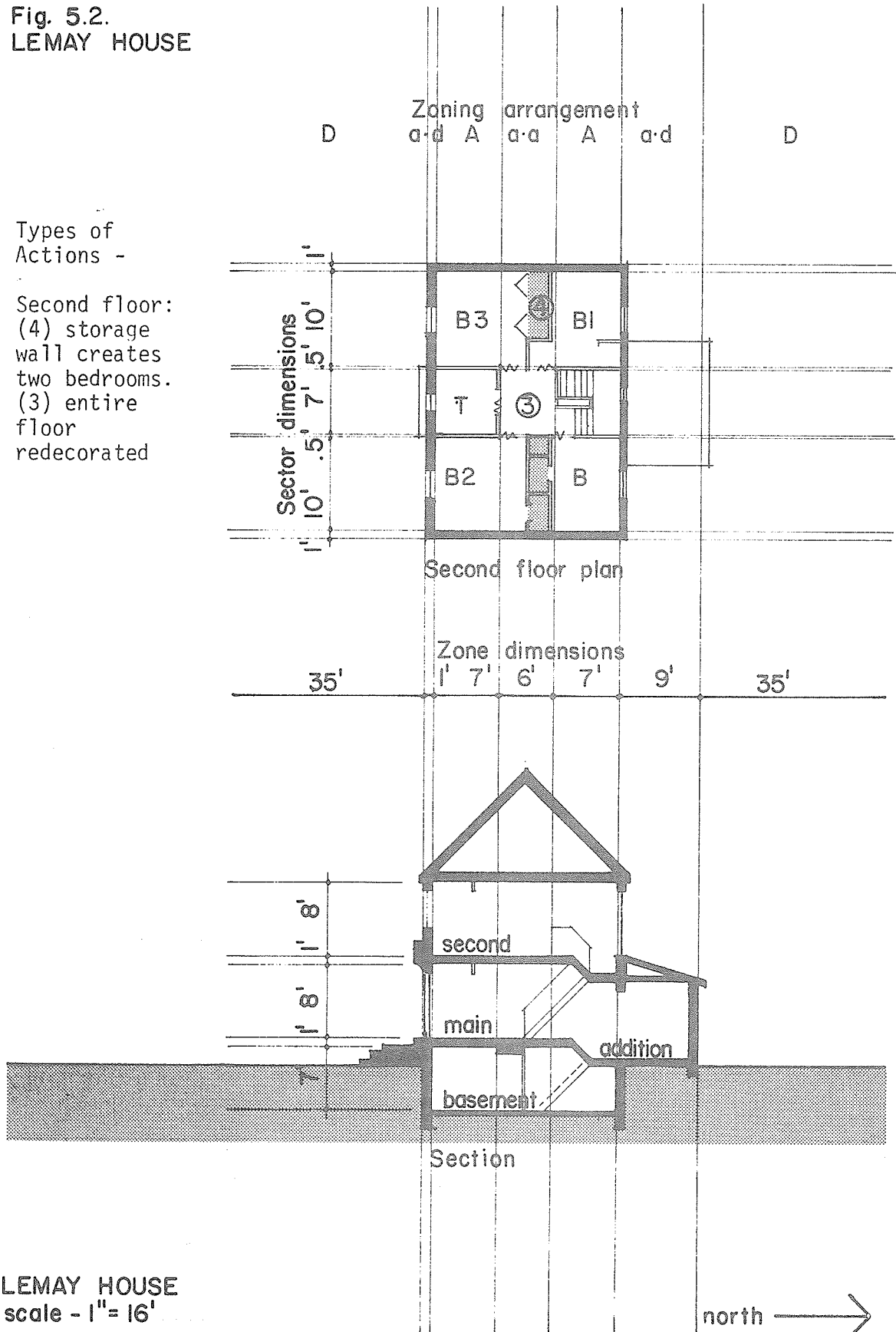


Fig. 5.2.
LEMAY HOUSE

Types of
Actions -

Second floor:
(4) storage
wall creates
two bedrooms.
(3) entire
floor
redecorated



is divided vertically by walls and horizontally by floors into dwelling spaces. The dwelling spaces are organized into a hierarchy of public to private and familial to personal spaces. Each family member may have a personal space or share personal space with another family member. The entire family shares family spaces and individually uses private spaces such as bathrooms. Public spaces are for guests as well as the family members.

Life Style

A student who lives at home is a member of a family. He or she may play an important role in the family such as helping to make decisions, helping with home management and maintenance or helping the family adapt the home to family needs. But the main role is that of a student, studying, making little or no income, but depending upon family support. Therefore, a student plays an individual role and is a special case in a family, because a student needs quiet and privacy for study.

The daily routine would include eating at home, driving or busing to or from university, attending classes, helping with household chores, relaxing, studying, entertaining and sleeping. This routine may vary slightly on weekends or different times of the university term.

Legal Agreements

Living at home means that there is no tenancy agreement stating the responsibilities of the student to his family or vice versa. Responsibilities such as managing certain household affairs, maintaining the condition of the house, or using personal and familial space are developed as the student grows up in the home. The responsibilities are understood and they change through time under various circumstances. The family can not control the students style of life or vice versa. If the student life

style and the family life style begin to conflict, then the student may attempt to isolate himself or move out of the house and into his own space.

Property Management

The owner of a single detached house manages the financial and contractual agreements with public and/or private agencies. The owner is responsible for all maintenance. He may either maintain the house himself, hire professional maintenance men or a combination of both.

Personalization (or Communalization)

A family installs and rearranges furnishings in family and personal space (type 2); family and/or personal space may be refinished (type 3). A large bedroom may be subdivided by the use of a storage wall (type 4). Extra plumbing fixtures may be added or old plumbing fixtures replaced (type 5) in which case, the family may transform a basement or attic into a rumpus room or study loft respectively (type 6). Extra space may be needed and added to the existing building to function as utility space (type 7). Therefore, a family which owns and occupies a dwelling has the opportunity to personalize and communalize space in all seven types of ways.

A family is considered to be in a constant state of change. During the period when a family member is a student, the life styles of family members, the agreements between members, the management and maintenance responsibilities of members, and the support structure may undergo changes. As a student matures and becomes an individual he may be given more responsibilities and freedom to do what he wishes, for example, in expressing his individuality in the home. A student may personalize his space by rearranging family furniture, by making his own furniture, painting, wall papering, hanging curtains, or many posters. In some cases,

a student may take possession of a basement or attic and have the opportunity to design the spaces as well as choose the finishes and arrange furnishings within the spaces. In this case, the result would be a very personal expression.

Situation 2: Renting an apartment (privately owned new multi-dwelling structure)

Support structure

Southview Plaza (formerly Matheson Towers) is a highrise, L-shaped apartment block in Fort Garry. Access to the single aspect³ unfurnished dwelling units is via centrally located elevators which feed into a double loaded corridor. There are exit stairwells at each end of the corridor. The dwellings are bounded by concrete party walls, a light frame corridor wall and a masonry and steel stud exterior wall; a large sliding window opens onto a balcony and there are one or two other small windows. The bounded dwelling spaces are subdivided into a kitchen, living/dining room, bathroom, storage areas and one or two bedrooms, by steel stud and drywall partitions.

The appliances include a range (with oven) and fridge (with freezer). The plumbing fixtures include a stainless steel kitchen sink, a wash basin, toilet, and tub with shower head. The build in storage components include cupboards, cabinets, closets and storage room. An air conditioner is optional. Light fixtures are located in the kitchen, bathroom, bedroom, storage room and hallway. A coin operated clothes washer and dryer are located on each floor for public use.

³Single aspect dwelling units have openings to the outside on one side only. Double aspect dwelling units have openings on two sides and so on.

Photo 5.2.
SOUTHVIEW PLAZA



Southview Plaza :top - married student's one bedroom apt.

-bottom right - main entrance

-bottom left - interior corridor

-privately owned, managed by a property
management agency & resident manageress

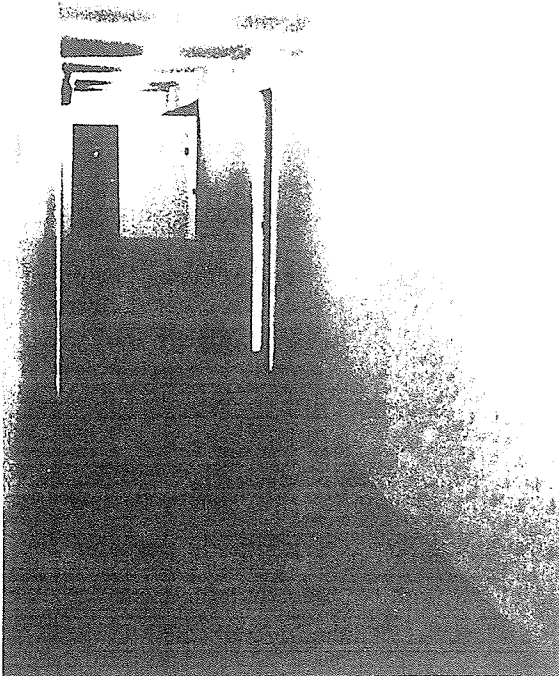


Fig. 5.3.
SOUTHVIEW PLAZA

Single Bedroom
Apartment

Area.....625
S.F.

Volume...5,000
C.F.

Area per
Person.....312
S.F.

Cost per S.F.
per mon. \$.284

Cost per C.F.
per mon. \$.035

Types of Action

(2) personal
furnishings
rearranged

(3) painting or
wallpapering

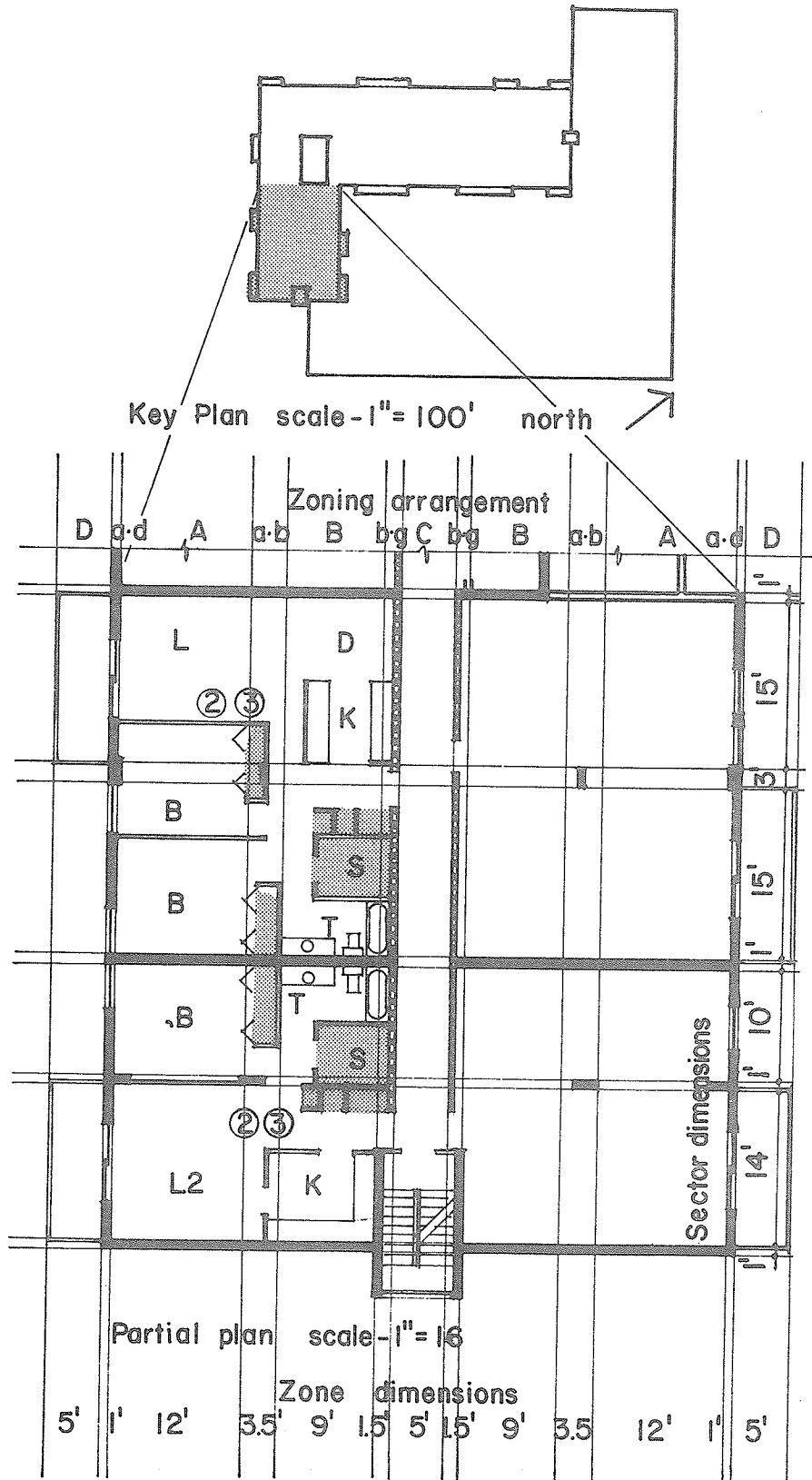


Fig. 5.4.
SOUTHVIEW PLAZA

- Two Bedroom
Apartment

Area.....825
S.F.

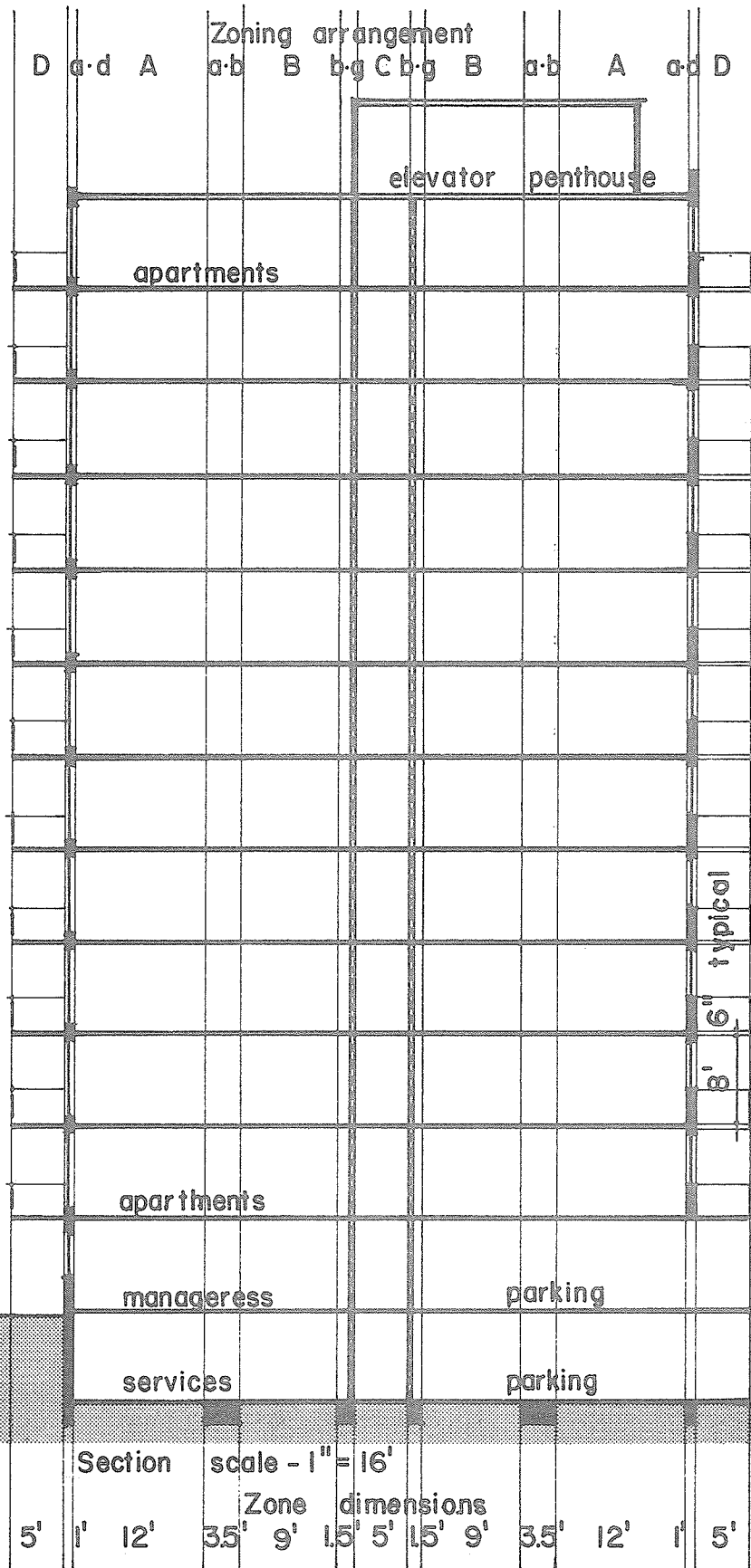
Volume...6,600
C.F.

Area per
person.....275
S.F.

Volume per
person...2,200
C.F.

Cost per S.F.
per mon..\$.256

Cost per C.F.
per mon..\$.032



Life style

The life styles of tenants in such an apartment block could be summed up as being very private. Some of the private life styles included single tenants sharing, married or common law couples with or without children, all from various backgrounds and with various occupations. Single tenants tended to have loud parties on weekends. Married or common law couples remained quiet. The few children that were living in apartments could at times be heard in the corridors.

There is very little social interaction between occupants of various apartments except when forced by public spaces. The main entrance lobby and the parking garage were the areas of most interaction, the former while checking one's mail box or waiting for the elevator and the latter while parking one's car.

The elevators were capsules of forced proximity and were not conducive for relaxed interaction, nor were the long narrow corridors areas for social interaction. The only other areas where social interaction could be on a one to one basis was in the laundry rooms, the swimming pool, or sauna bath.

Some tenants or their guests were irresponsible in the way they treated public spaces. For example, there were instances of someone pouring beer along the corridor carpets and leaving bottles strewn about. Light bulbs were removed from corridor luminaries and there was one case of someone urinating in the elevator. Perhaps this kind of vandalism was a reaction to the confined public circulation. It would be safer to add that it was likely the result of some rather wild parties.

Property management

Southview Plaza is managed by a professional property management agency on

behalf of an absentee landlord. The agency employs a resident manageress and resident caretakers who look after tenants' needs. This arrangement is an improvement of the lines of communication between tenants and the property management agency. Previously, there was only a resident caretaker, and communications with the management occurred only when tenants signed a tenancy agreement, remitted the rent, or when agreement was reached on the disposition of a damage deposit. Before a resident manageress was employed, the resident caretaker represented the management to some tenants, for it was through the caretaker that tenants communicated the need for repairs or maintenance of their apartments.

Agreements

Tenancy agreements between a tenant and the landlord (as represented by the property management agency) contained terms in addition to those found in a standard form. The agreements were non-negotiable. In other words, terms could be added by the management, but not by a tenant. The agreements favoured the managements requirements for maintaining a net return on the absentee landlords investment, but the agreements did not represent individual tenants needs. This was probably the result of tenants negotiating individually with management rather than collectively via a tenant's association. There was no tenant association because tenants were content to live a private style of life.

Personalization (or Communalization)

Tenants adapted their style of living to the inflexible environment and the non-negotiable tenancy agreements. Tenants installed and arranged personal furnishings and belongings within the given spaces (type 2) If tenants refinished or redecorated their apartments (type 3) this act of dwelling had two implications. Tenants could purchase materials for decoration and then upon termination of tenancy, purchase materials to

neutralize their act. Or tenants could purchase materials for redecoration and terminate tenancy. In the latter case, if the landlord considered the redecoration as constituting damage to the apartment, then the tenant would have to forfeit a portion of the damage deposit to have the decoration neutralized. If the landlord considered the decoration as a betterment, then both the tenant and the landlord were better off. The tenant had the satisfaction of personalizing space (even though he financed it), and the landlord ended up with a more marketable apartment, (which he didn't finance).

Situation 3: Renting a room (publicly owned, new residence)

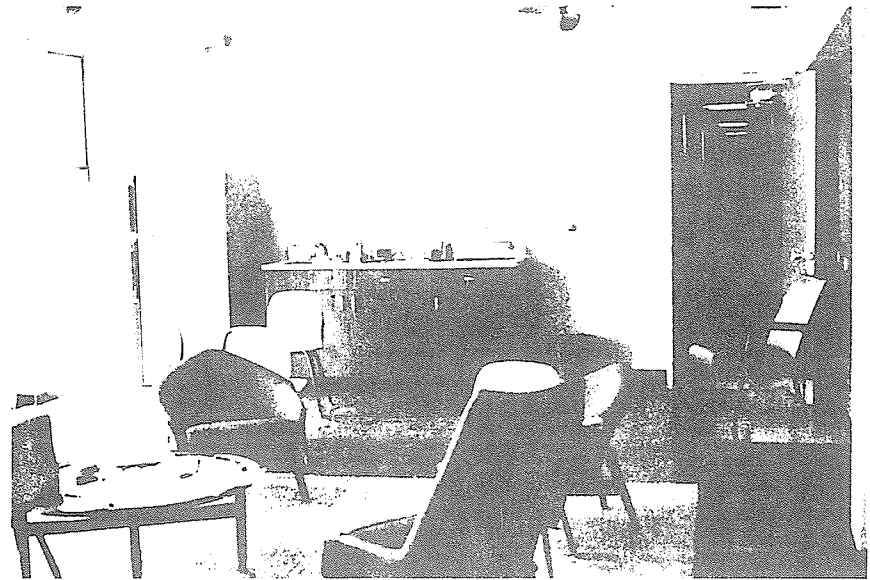
University College and Mary Speechly Hall are two examples of modern residences built on the University of Manitoba campus in the sixties to supplement the residence accommodation provided by an aging Tache Hall. Discussion for this part focuses on University College. Tache Hall is discussed later on.

Physical Environment

University College is a multi-storey residence block. The student rooms are single aspect and access to them is via two corridors which run the length of the building. The interconnected corridors create a core of utility islands which contain gang washrooms, storage rooms, stairwells and elevators. Student lounges are centrally located on every floor, but access to them alternates from either the mens side or the womens side. On two floors there is access to the lounge from both sides. This is accomplished by opening the corridor on both sides of the lounge, and by relocating the food preparation counter and furniture.

The single rooms have a gross area of about 150 sq. ft. with a usable area of 130 sq. ft. The walls are off white, the carpet a gray tone. A narrow openable window is tight in one corner with a steam heat register

Photo 5.3.
UNIVERSITY
COLLEGE
RESIDENCE



University College residence: top-communal lounge

- bottom right-main entrance
- bottom left -single room for student
- publicly owned and managed by the University of Manitoba

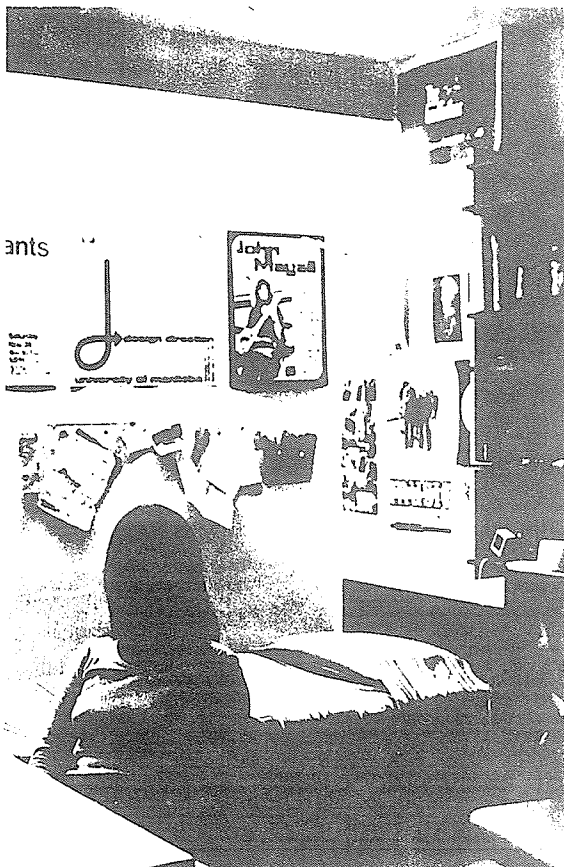
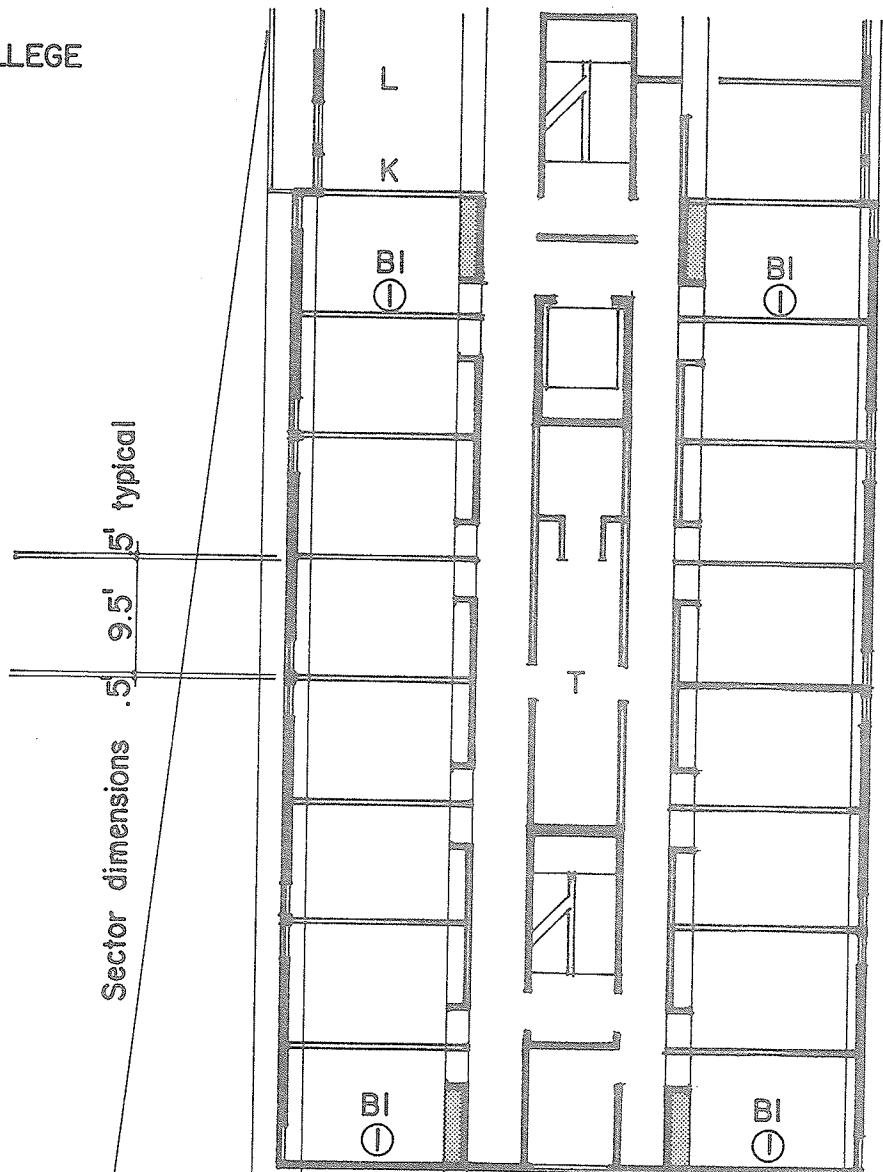


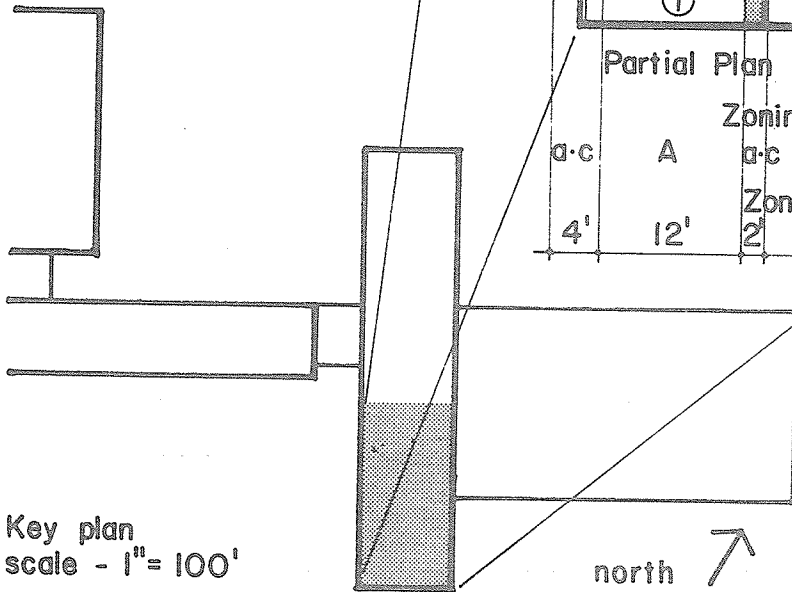
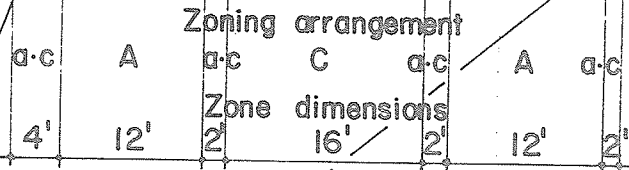
Fig. 5.5.
UNIVERSITY COLLEGE

- Average single room:
- Area..... 150 S.F.
- Volume.....1,350 C.F.
- Area per person (1)...150 S.F.
- Volume per person (2)...1,350 C.F.
- Cost per S.F. per mon....\$.367
- Cost per C.F. per mon....\$.041
- Types of Action
- '1' rearranging furniture



Sector dimensions .5' 9.5' 5' typical

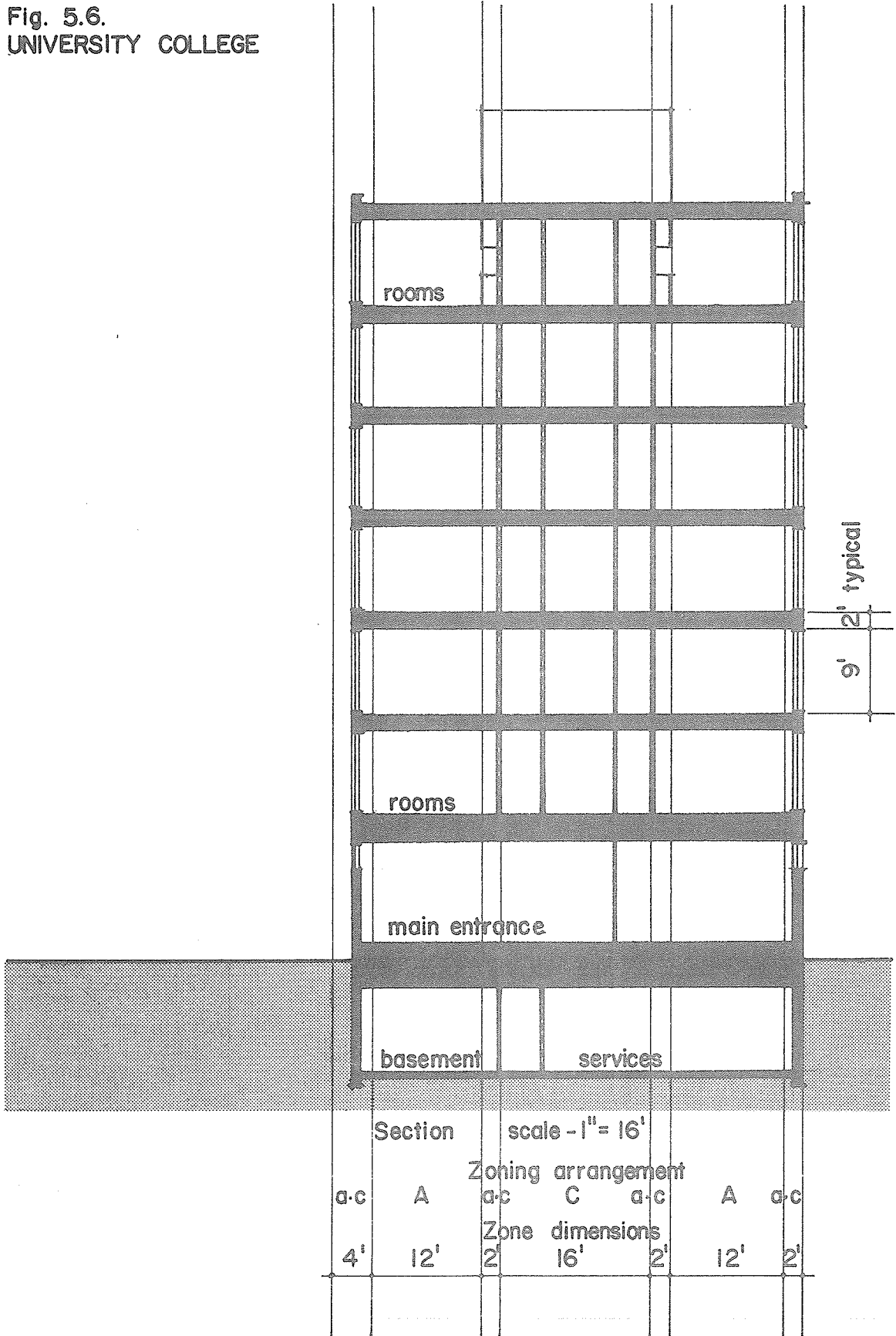
Partial Plan scale - 1" = 16'



Key plan
scale - 1" = 100'

north ↑

Fig. 5.6.
UNIVERSITY COLLEGE



below. There are fixed standards for flexible shelving, fixed closet, drawers and mirror and a groove at about 5 feet height encircling the room for hanging pictures and posters. The room is artificially illuminated by florescent valence lighting. The furnishings include a bed, desk and two chairs.

Life Style

The life style of male and female students at University College could be described as a mixture of personal and communal living. Single students in the male wing share the 12 double rooms or individually occupy the 140 single rooms. All 98 rooms in the womens' wing are single. This provides the majority of residence students with personal space. Students share the gang washrooms, eat meals together in the Great Hall and attend classes at University College if in the faculty of Arts and Sciences. Students study at all hours of the night. This somewhat routine discipline is enriched with informal gatherings in personal rooms, in the abundant corridors, the common lounges on each floor, or the large lobby or the lounges on the main floor.

Agreements

Agreements influence the kinds of life styles at University College in several ways. Firstly, the University established priorities for applicants. Presently, the priorities are: 60% of all residents are from rural Manitoba, 20% of all residents are from other provinces in Canada and 20% of all residents are from other countries. Also, 50% of all residents must be junior students and 50% senior students, who are spending their first, second or third year in residence. If there are any vacancies after all applicants from outside of Winnipeg have been accommodated, then applicants from Winnipeg will be accepted. Secondly, the

University assigns the rooms to applicants and in the case of double rooms, the University assigns two students to each room. In other words, students may apply for single or double rooms, but they cannot choose the location of that room. These policies, although they provide students with little choice, serve to house students who are new to Winnipeg. The residence contains a mixture of many styles of life, mostly foreign to Winnipeg. The present turnover rate is not less than 50% and so there is always a young group of newcomers. University College acts as a stepping stone into the student society of Winnipeg. After a year of residence, most students have made companions and perhaps decide to leave the paternalistic residence environment and seek out a place which gives them more autonomy and self expression. Those who wish to remain in residence have that option. University College also becomes an identifiable community on campus, especially for those residents registered in the Arts and Science program who would otherwise have been part of a rather large and nebulous Arts and Science Faculty.

The agreements between the residents and the landlord (the University of Manitoba as representing the public) are spelled out only as regards Assessment Dates, Board and Room fees, deposits, room reservations, arrivals, withdrawals and student fees. The above are described in the form "Residence Accommodation on the Fort Garry Campus - 1973-1974" and apply to Mary Speechly Hall, Tache Hall and University College.

Agreements between the owner and the residents in regards to the use and occupancy of the residence are not spelled out in a "Residence Agreement" as in Tache Hall, but seem to be understood. The agreements are understood as a result of tradition and are modified as a result of the social interaction of residents. By tradition, it is meant that senior students inform

junior students of what is and what is not allowed. By social interaction, it is meant that necessary changes to the agreements are formulated by the students, ratified by student government, then recommended to the landlord who then studies them and makes the final decision regarding implementation.

Student government consists of a floor representative, a residence chairman and vice chairman. This governing body, known as the Residence Association, meets at the beginning of the year and then once every two weeks or whenever there are important internal problems to be resolved. In addition to this, there are five Dons whose functions are to socially animate the students and to act as disciplinary agents. They are appointed after being interviewed by the Provost and five student representatives. One chief Don is chosen from amongst the five. The Provost is a University professor appointed by the University.

The Residence Association drafted "Some Useful Info About Residents" which lists available resources in residence and on campus. The only restrictive statement it contains is "if you are having a guest stay with you overnight, please tell one of the Dons."

Management and Maintenance

The university manages and maintains University College. Management includes advertising, setting room and board rates, processing applications, allocating rooms and supervising maintenance. Maintenance includes weekly maid service for cleaning and changing linen in the rooms, and general caretaking of public spaces. After the University term is completed, there is overall cleaning and maintenance to prepare the residence for summer occupancy. Students are responsible for maintaining their personal belongings. A laundry room and sewing room are provided for student use.

Personalization and Communalization

Students come from various backgrounds and housing environments to

University College and therefore have various needs and expectations concerning their new housing environment. However, they all have basically the same room, either individually or shared. They are able to express their personality through the posters or wall hangings they bring into the space, or through rearranging the desk, bed and two chairs provided (type 1). Of two students interviewed, one liked the given flexibility within the room, the other pointed out that there are a limited number of arrangements possible because of the area of the room, and the location of fixed equipment such as shelving, fluorescent valence light, closet and vanity and the heating register under the window.

There is no agreement stating that a student is not allowed to paint his or her room, but at the same time it is understood that painting is prohibited. Some students appreciate or are not affected by the off white color scheme in the rooms. Others reject the color because it is too institutional and may wish to brighten up the space. However, no students have painted graphics on walls in their rooms to date, (type 3). As with most students requests, they must go through the residence association before being ratified by the landlord. Perhaps this route is too complicated and therefore students choose to mount posters and wall hangings to give the space a personal character. Even if their request to paint were approved, there still would be a problem of convincing unions on campus that such an act would not reduce union work.

Rules and regulations regarding visiting, coming and going and alcoholic beverages have been relaxed in the past seven years in residence on the University of Manitoba campus. This permissiveness has been carried through by students in requesting that the common lounges be opened to both men and women on two floors. The act of creating access is an

example of the interplay of life styles, agreements, management and maintenance and the physical environment. The result is communalization of space.

Agreements were necessary to permit the lounges to be shared by men and women. This agreement was the specification for making the necessary openings between spaces and for the relocation of the food preparation counters in the lounge. This physical alteration in turn creates more social interaction between men and women and influences the use of the lounge area. The arrangement of furnishings within the lounge respond to the needs for movement, lounging and food preparation space.

The physical environment was adapted to the changing student life styles. In turn, the life styles of men and women will adapt to each other and to the new permissiveness that such a change in agreements and an alteration to the physical environment create.

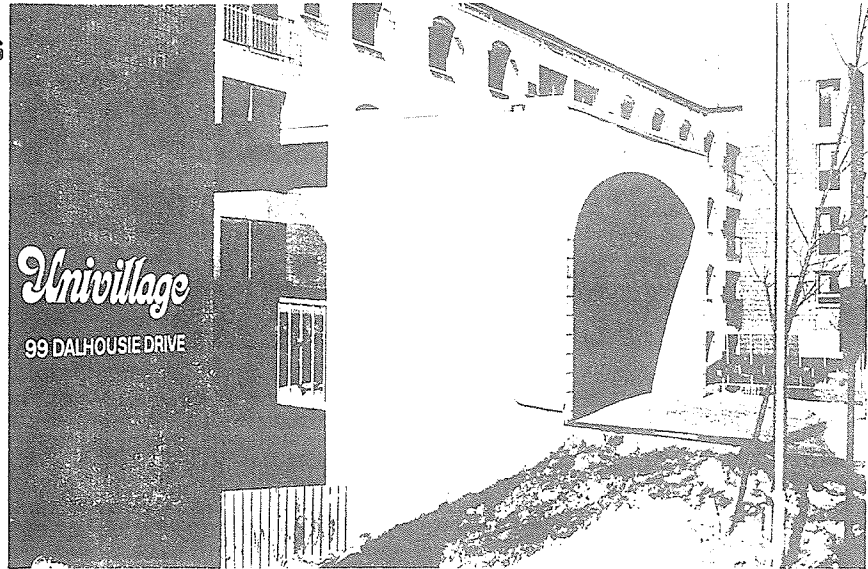
Situation 4: Renting an Apartment (Co-operatively owned new multi-dwelling structure)

College Housing Co-operative Limited is an example of a modern student co-op. Since it is the model for this thesis, discussion about the interplay of life styles, agreements, management and maintenance and the physical environment is more general for this part than in previous chapters.

Physical Environment

College Housing Co-operative Limited, is a three and one half storey walk-up with access to dwelling units via interior double loaded corridors. The dwelling units are organized in a number of wings which radiate from the two main entrances. There are fire exits at the end of each corridor. At the intersections of corridors are communal spaces such as lounges, lobbies, laundry rooms, offices and meeting room.

Photo 5.4.
COLLEGE HOUSING
CO-OPERATIVE
LIMITED



College Housing
Co-operative Ltd.

- top-main entrance
- center- common lounge
- bottom- living room of a student's apt.
- co-operatively owned with an in-house student manager

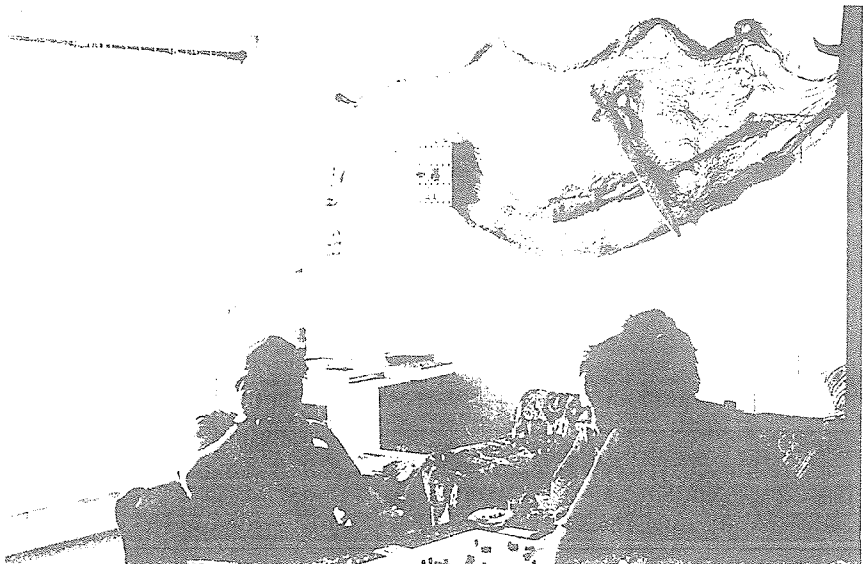
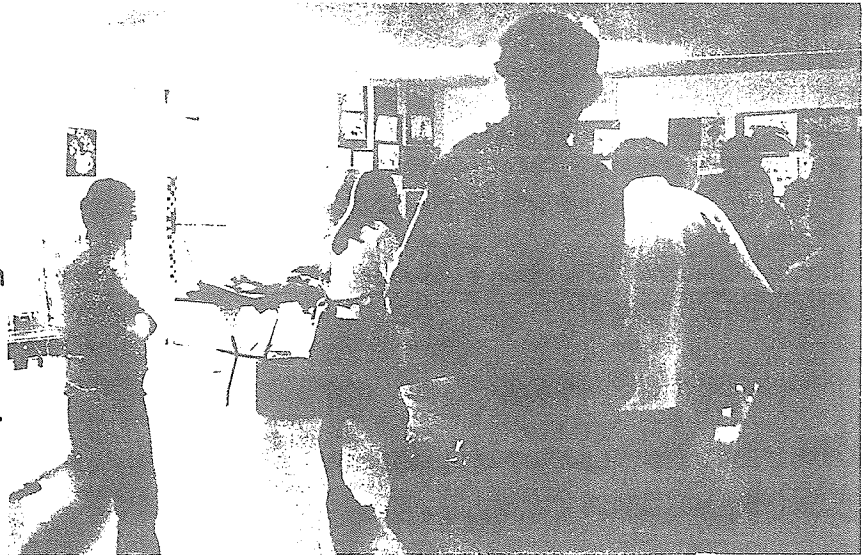
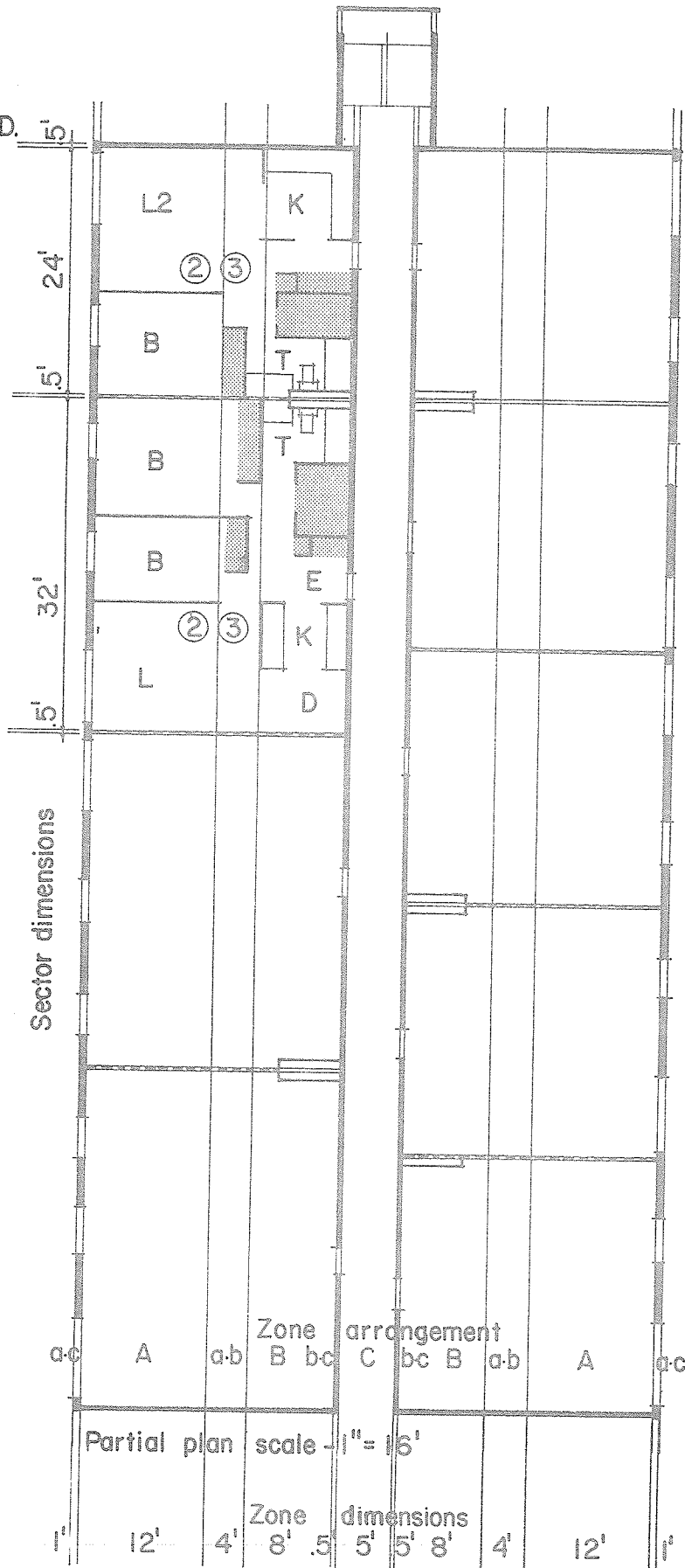


Fig. 5.7.
COLLEGE HOUSING
CO-OPERATIVE LTD.

One bedroom
apartment:
Area.....576
 S.F.
Volume..4,608
 C.F.
Area per
person(2) 288
 S.F.
Volume per
person(2) 2,304
 C.F.
Cost per S.F.
per mon.. \$.23
Cost per C.F.
per mon.. \$.029

Types of Action
(2) rearranging
personal
furnishings
(3) painting or
wallpapering



Sector dimensions

Zone arrangement
ac A ab B bc C bc B ab A ac

Partial plan scale - 1" = 16'

Zone dimensions
12' 4' 8' 5' 5' 8' 4' 12' 1'

Fig. 5.8.
COLLEGE HOUSING
CO-OPERATIVE LTD.

Two bedroom
Apartment:

Area..... 768
S.F.

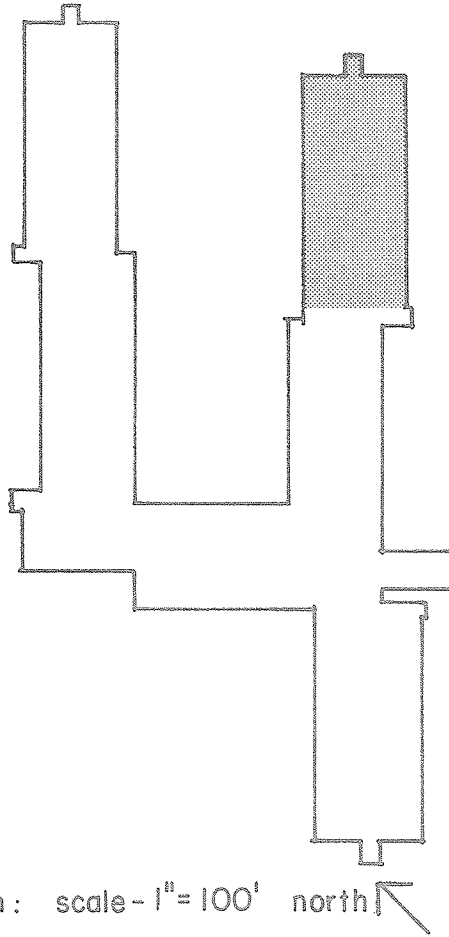
Volume 6,144
C.F.

Area per
person(3) 256
S.F.

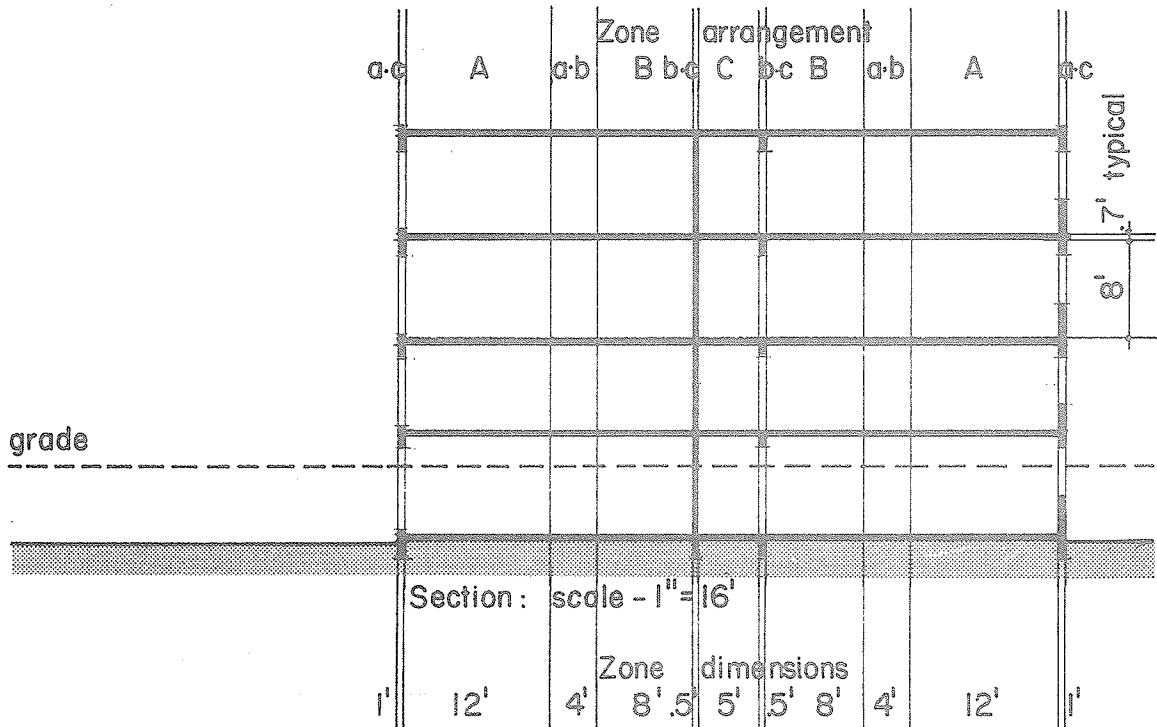
Volume per
person(3) 3,072
C.F.

Cost per S.F.
per mon. \$.20

Cost per C.F.
per mon. \$.025



Key plan: scale - 1" = 100' north ↗



The dwelling spaces are bounded by concrete block corridor walls and exterior walls and light framed party walls. There is a large sliding glass window in the living rooms and smaller windows in the bedroom. The floors and ceilings are core floor construction. The dwelling space is divided into a living room, dining area, kitchen, storage areas, toilet and one or two bedrooms by steel stud and drywall partitions.

The appliances include fridge and stove. The plumbing fixtures include kitchen sink, toilet, wash basin and tub with shower head. The fixed storage components include counters, cabinets, closets and storage room.

Life Style

The original purpose of College Housing Co-operative Limited was to house married students with or without children. To maintain maximum occupancy however, the student co-op now houses a variety of life styles including single students groups, married or common law students with or without children and non-students up to 20% of households. A single student lives a mobile style of life and therefore is less responsible to his roommates and neighbors than married students are to themselves and their children. Married or common law students without children have responsibilities to each other and are more aware of their responsibility to the community, but like single students they are still very mobile. Small children have their own noisy developing life style which may be appreciated by other parents but to a lesser extent by single students or couples without children. The reverse is also true; married students with children may resent the night life that most single students aspire to, especially on weekends. The social interaction between tenants is affected by the above kinds of life styles. Parents with children meet other parents via the unselfconscious adventures of

their children. Single students meet other single students via the party atmosphere. Married or common law couples have more friends outside of the building than within, and their friends within the co-op are usually single students rather than other married or common law couples with or without children.⁴

Agreements

College Housing Co-operative Limited residential tenancy agreement has extra terms added to the standard form that tend to limit the act of dwelling. Some of these terms are discussed in Chapter IV. In addition to the tenancy agreement, there are General By-laws of College Housing Co-operative Limited (the Association) that act as the regulations for the internal management of the Association. The by-laws include the objectives of the Association, requirements for membership, procedures for electing a Board of Directors, their powers and duties, conducting meetings of the Association and the Board of Directors, financial reports and shares in the Association, and amendments to the by-laws. There are also other house rules and regulations which may change from year to year.

Property Management

An 'in-house' property manager is employed by the Board of Directors. This provides for better communication between tenant - members and the management than previously when the Board of Directors employed a professional property management agency located outside of the Co-op. The functions of a property manager are discussed in Chapter V.

⁴Interview with manager of C.H.C.L., October, 1973.

Personalization and Communalization

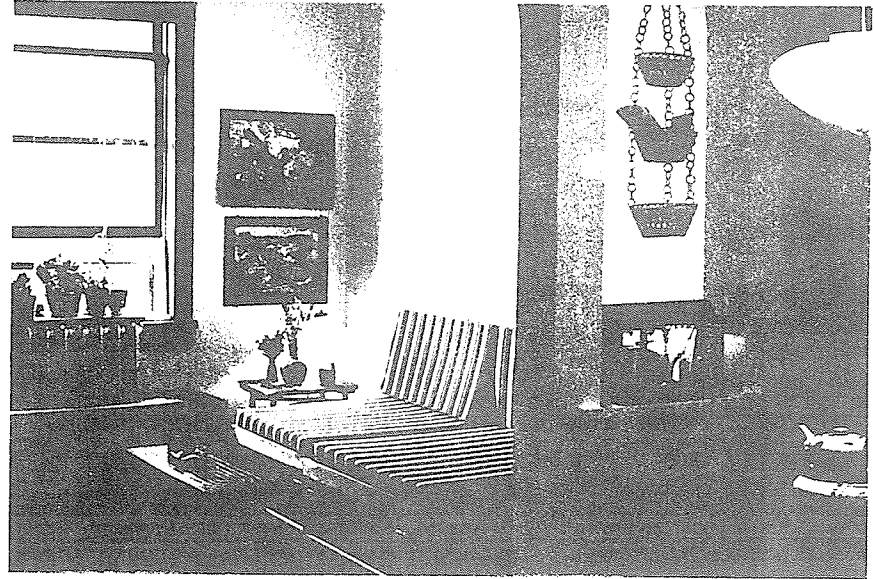
The type of personalization and communalization is presently limited by the tenancy agreement and the physical environment to furnishing the dwelling unit (type 2) and in some cases refinishing or redecorating the dwelling unit (type 3).

The dwelling units at the Co-op are designed according to input from students. Therefore, the units are not planned in total disregard for the needs of their users. However, there are presently more life styles within the student co-op than originally anticipated. The number of single students groups encompasses a large number of these unanticipated life styles. The two bedroom apartments which are designed for married students with children are now occupied in some cases by four single students with different needs and limitations. Students appreciate private rooms for sleep and study, but the rigid spatial organization of the dwelling units does not allow for a reorganization of the spaces to create, perhaps, four study bedrooms instead of two. Therefore, the spatial organization of the dwelling unit influences the life styles of the occupants. For example, to obtain privacy for study, one or two members may have to go elsewhere.

Situation 5: Renting an apartment (privately owned old multi-dwelling structure)

Winnipeg has a large quantity of older buildings which serve very well for student housing because of their reasonable rent, reasonable proximity to the University of Manitoba, relatively negotiable agreements and variety of spatial organizations. However, this stock is slowly being reduced as new development takes over. The modern multi-dwelling structures that are replacing older buildings may have better standards,

Photo 5.5.
ATHOLL APTS.



Atholl Apartments :-top- student's two bedroom apt.

-bottom left - main entrance

-bottom right - rear fire escape

-privately owned by a property
management agency

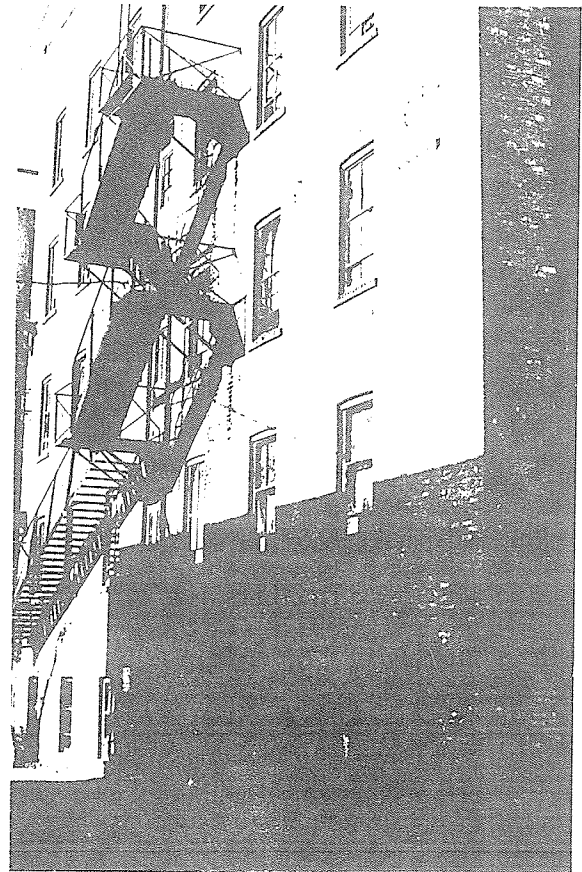
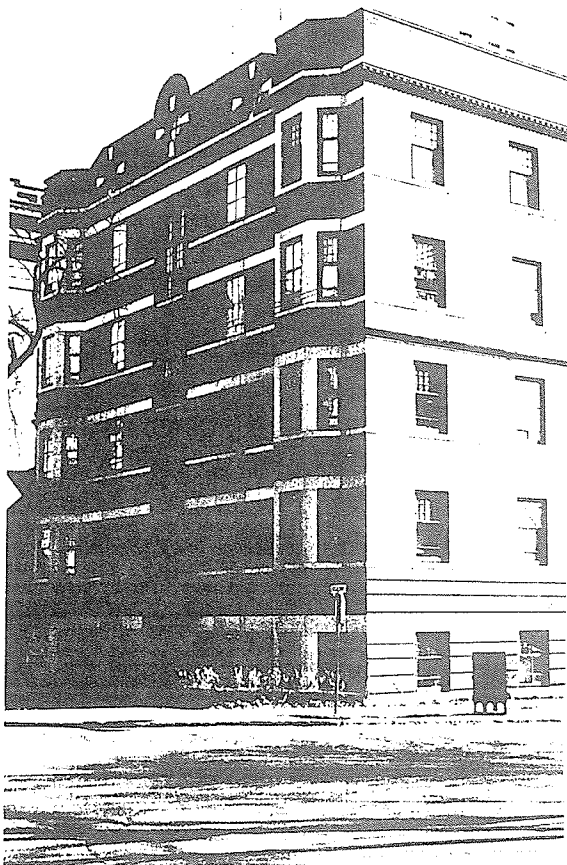


Fig. 5.9.
ATHOLL APTS.

Two bedroom
Apartment:

Area.... 546
S.F.

Volume..4,914
C.F.

Area per
person (2)
... 273 S.F.

Volume per
person (2)
.. 2,457C.F.

Cost per C.F.
per mon. \$193

Cost per C.F.
per mon. \$221

Types of action

(2) rearranging
personal fur-
nishings

(3) painting
or wall-
papering.

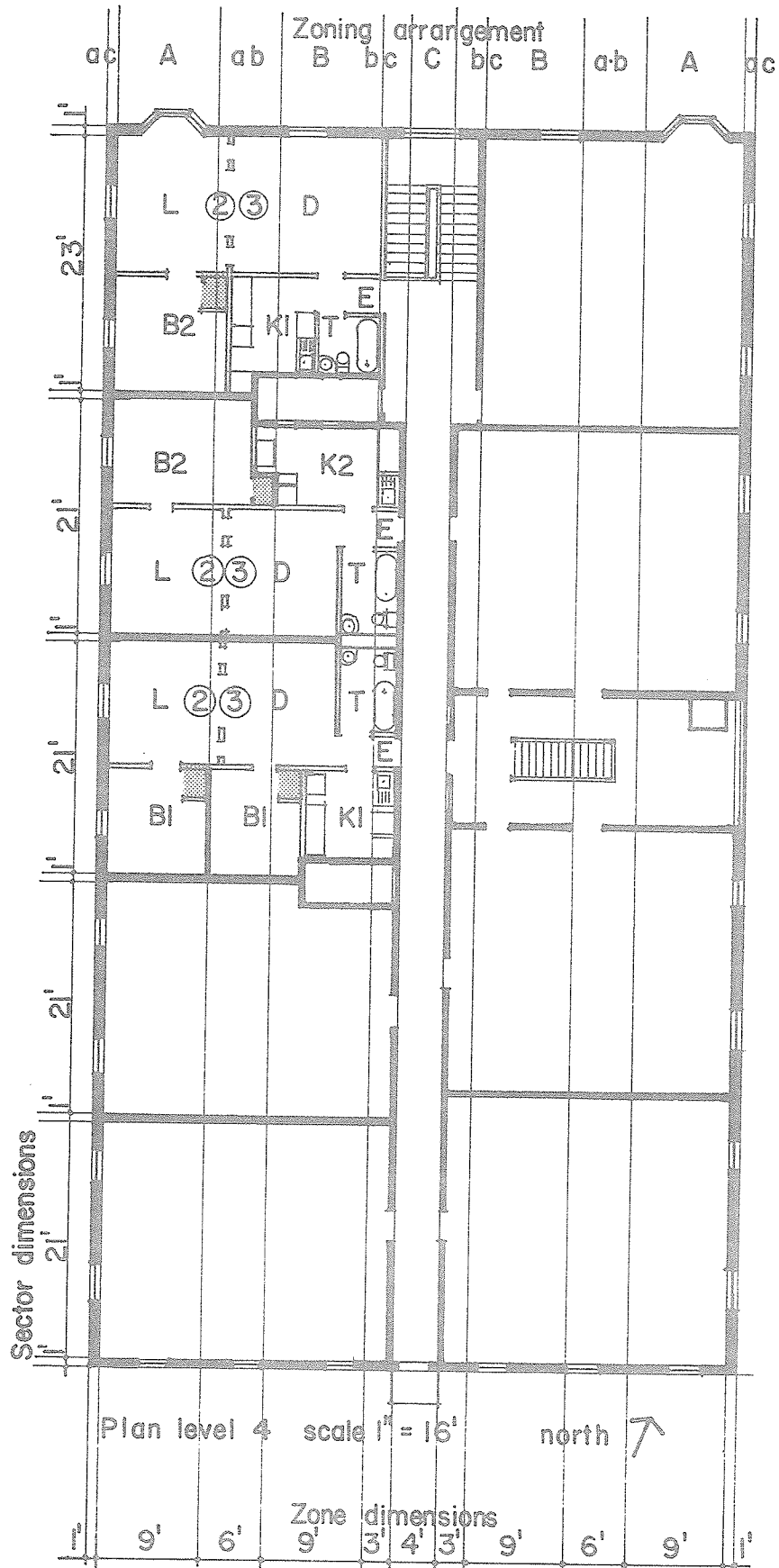
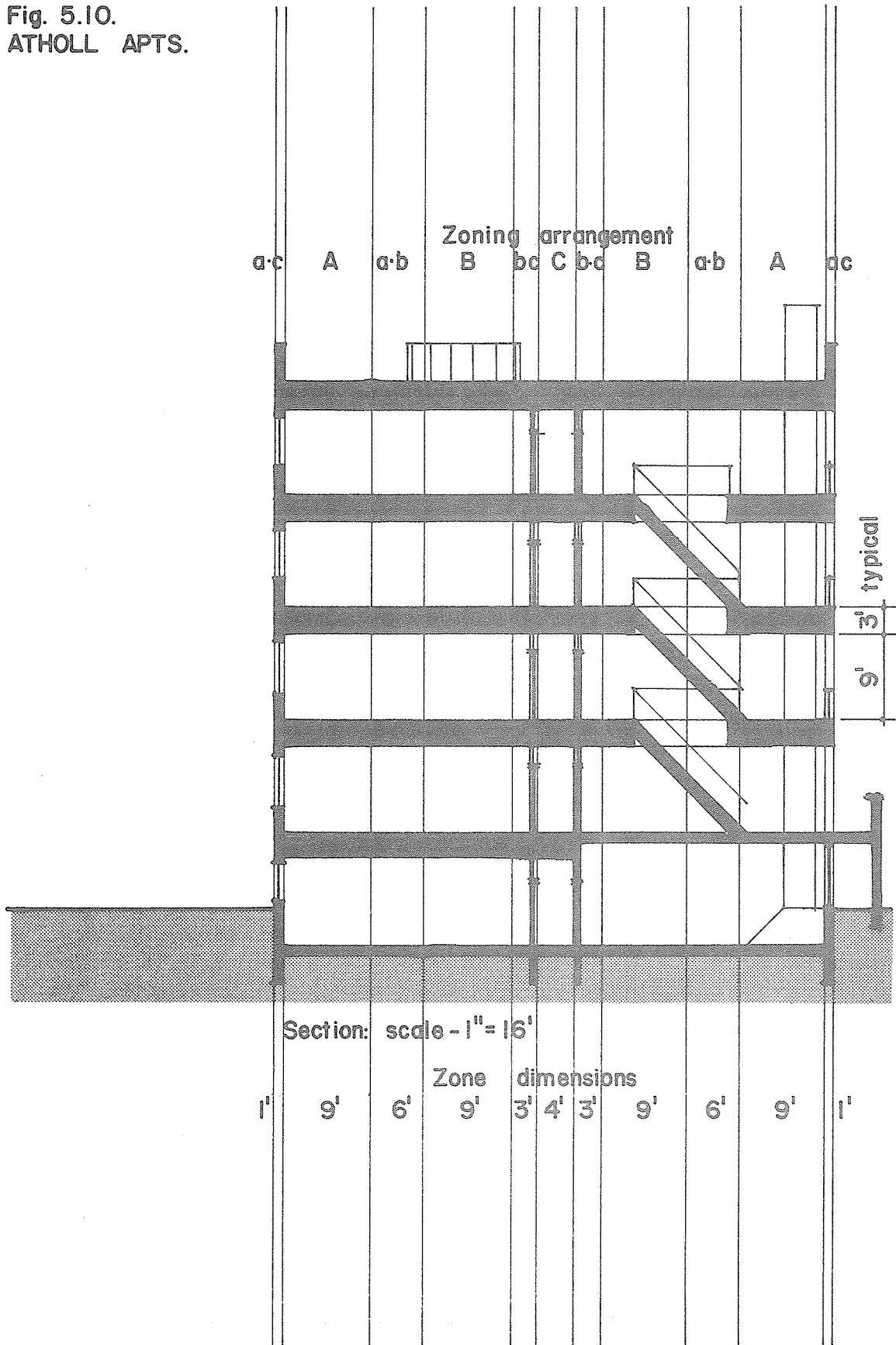


Fig. 5.10.
ATHOLL APTS.



but they cost more for less space.

Physical Environment

The spatial organization of older multiple dwelling structures are varied. The common characteristics include light wells, verandas, no elevators, access to dwelling units via different combinations of both interior and exterior stairways and corridors. The dwelling units may have a single, double, or triple aspect depending on their location within the building. In most cases, the older structures do not meet today's egress standards. Therefore, exterior fire stairs have been added to many structures.

Although the structural system of most older multiple dwelling structures may be sound, time and the advancement of technology have resulted in finishes, appliances, components and mechanical systems being worn out and obsolete. To maintain a competitive standard, some owners have rewired structures, or replaced wooden window frames with aluminum frames. Inside the dwelling unit, new plumbing fixtures such as stainless steel sinks, tubs, and basins replace old fixtures and are connected to old plumbing stacks. Appliances such as ranges and fridges are added or replaced. Kitchen counters or storage cabinets are rebuilt or added. Walls and woodwork are refinished many times over and carpet may be added. All of these changes occur at different times and each change has a different life span. Thus, dwelling units contain many makes, qualities, and colors of appliances, components and finishes. These tend to make each dwelling unit different.

The quality which seems to remain constant is the spatial organization of the dwelling unit. Many older single detached dwellings are quite spacious. Therefore, they may be subdivided and transformed into two or three suites with either shared or separate entrances. This may mean adding

or replacing appliances and plumbing fixtures, and closing off the dwellings from each other for fire and acoustic separations.

Life style

Privately owned and rented older buildings such as multiple dwelling structures, single detached or semi-detached dwellings are capable of taking various life styles and are very popular amongst students for the reasons stated above. Single student individuals rent attic or basement suites in single family dwellings. Communal groups may share a large older apartment. Married students with or without children may occupy an entire or subdivided single detached dwelling.

Agreements

The negotiability of agreements between tenants and landlords for the use and occupancy of older buildings depends upon whether they are multiple dwelling structures or single detached dwellings and also upon the age and condition of the building. Tenants occupying a multiple dwelling structure will probably sign a tenancy agreement with the owner. Like most standard forms, this agreement would state the responsibilities of both parties and the allowed use and occupancy of the dwelling unit. However, since most older dwelling units are below the modern minimum standards, changes or alteration to the premises by the tenant without the landlord's approval occur quite frequently and without any legal recourse from the landlord. The tenant for example may wish to repaint the dwelling unit, and the quality of his workmanship or the color that he chooses would not in most cases detract from the already substandard quality of the dwelling structure. Tenants renting single detached dwellings from an owner are on a one to one relationship with the owner, and in most cases the agreements are verbal rather than stated in a tenancy agreement.

Management and Maintenance

An old multiple dwelling structure may be managed by a professional rental agency. Most old blocks have a resident caretaker whose responsibilities include maintaining the public spaces, replacing broken or damaged equipment and acting as a disciplinary agent if he is so inclined.

Personalization and Communalization

Older buildings have contained many life styles, have been governed by many agreements, have been managed by many persons or corporations and have been maintained in a satisfactory or unsatisfactory condition. Some older buildings such as large single detached dwellings have been renovated and subdivided into two or more dwelling units. Others, such as multiple dwelling structures have been updated with modern appliances or plumbing fixtures in order to remain competitive on the housing market. These kinds of adaptations have been initiated by the owner or manager.

If no adaptations are made by the owner or manager, and the building is allowed to slowly deteriorate and become outdated, then the agreements between the landlord and tenant will probably be more negotiable. If betterments are made, then the agreements probably will remain stringent. Negotiable agreements means more freedom of choice and an opportunity to be able to express oneself in ones dwelling. Stringent agreements deter acts of personalization and communalization. Students who wish to live a life free from stringent agreements will probably accept a substandard environment such as on old spacious house or apartment block, and the negotiable agreements that govern. The type of personalization and communalization may include furnishing the spaces, refinishing spaces and repartitioning, (types 2,3,4).

Situation 6. Renting a room (publicly owned, old residence)

Tache Hall is a men's residence. Mary Speechly Hall for women is connected via Pembina Hall. Approximately 50% of the Tache Hall residents are senior students, the remainder junior students. Therefore, it is a lively crowd, one which at the beginning contains many strangers, but by the end of the second term contains many companionships.

Approximately 40% of the residents return each year for a second, third or even fourth year in residence. The other 60% move into other housing situations such as room and board in a private house or sharing a dwelling with other single students.

Approximately 60% of the residents are from rural Manitoba, 20% from other provinces in Canada and 20% from other countries. If there are any vacancies at the beginning of the first or second term, they are usually filled up with people from Winnipeg.

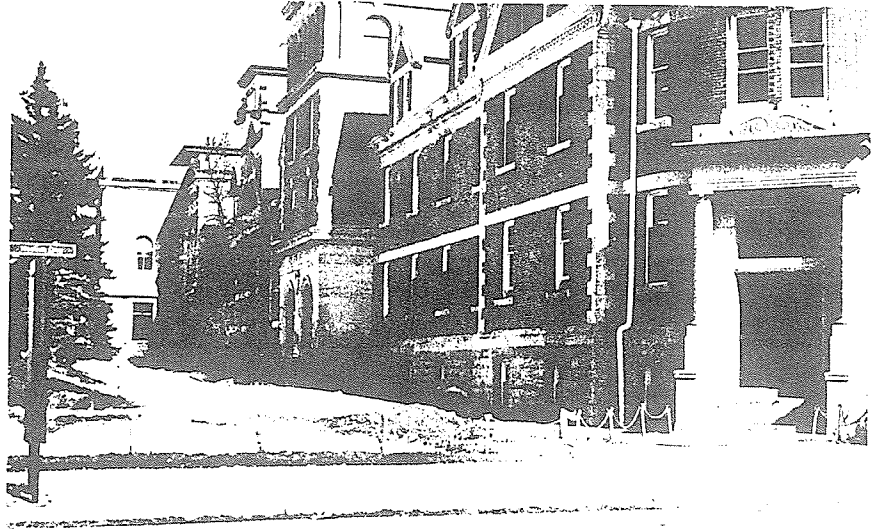
Tache Hall, like University College serves a very important function. It provides a relatively stable environment which a single student individual who is from outside Winnipeg can utilize as a stepping stone into the broader context of the City.

Physical Environment

Tache Hall is divided into symmetrical East and West sides by centrally located community spaces. Single aspect rooms are reached by a U-shaped Hallway system on both the East and West sides. Internal open stairwells on the two inside corners of the U-shaped hallways connect the four floors. There are external fire stairs at the end of each hallway. A gymnasium nestles between the stems of the U-shaped plan on both sides of Tache Hall. Gang washrooms are also located on the inside corners of each floor.

There are a variety of double and single room volumes and configurations

Photo 5.6.
TACHE HALL



Tache Hall residence: top - West Tache Hall entrance
- bottom - student's room
- publicly owned and managed via
the University of Manitoba with
a resident associate director

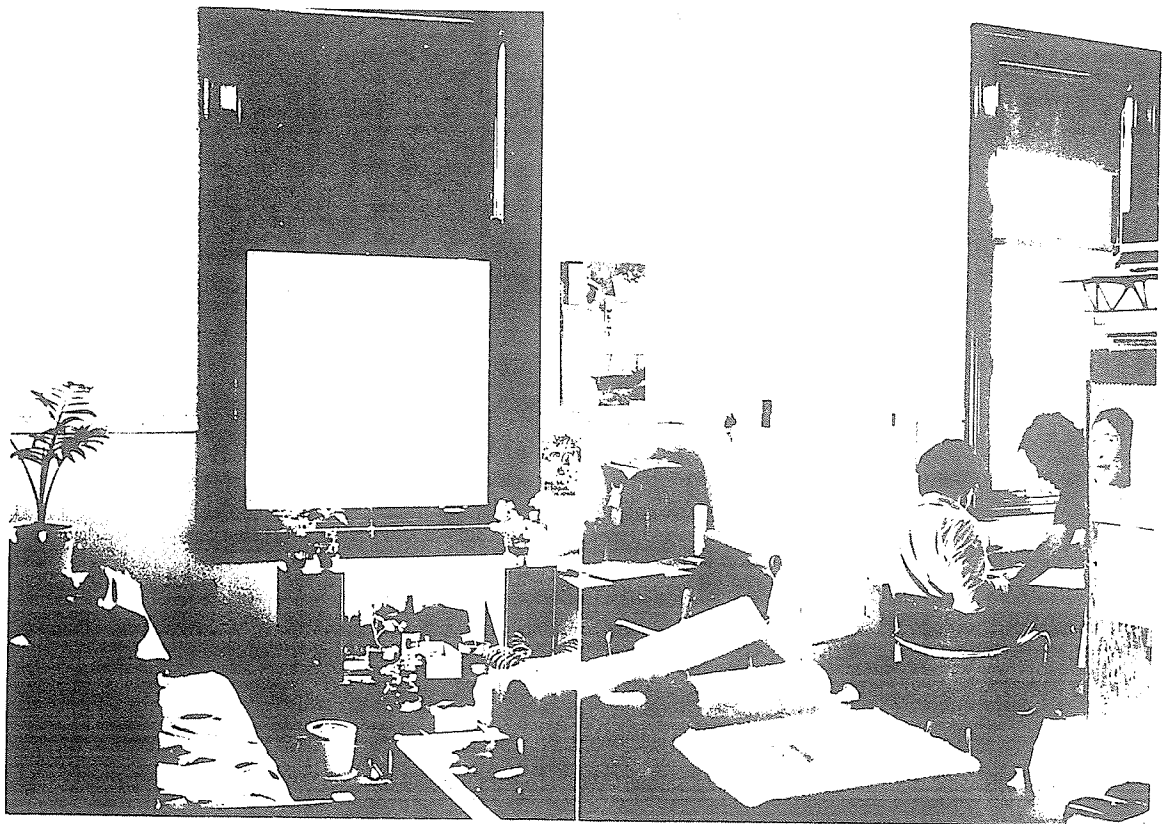


Fig. 5.II.
TACHE HALL
RESIDENCE

Average double
room:

Area 187
S.F.

Volume 2,010
C.F.

Area per
person 93
S.F.

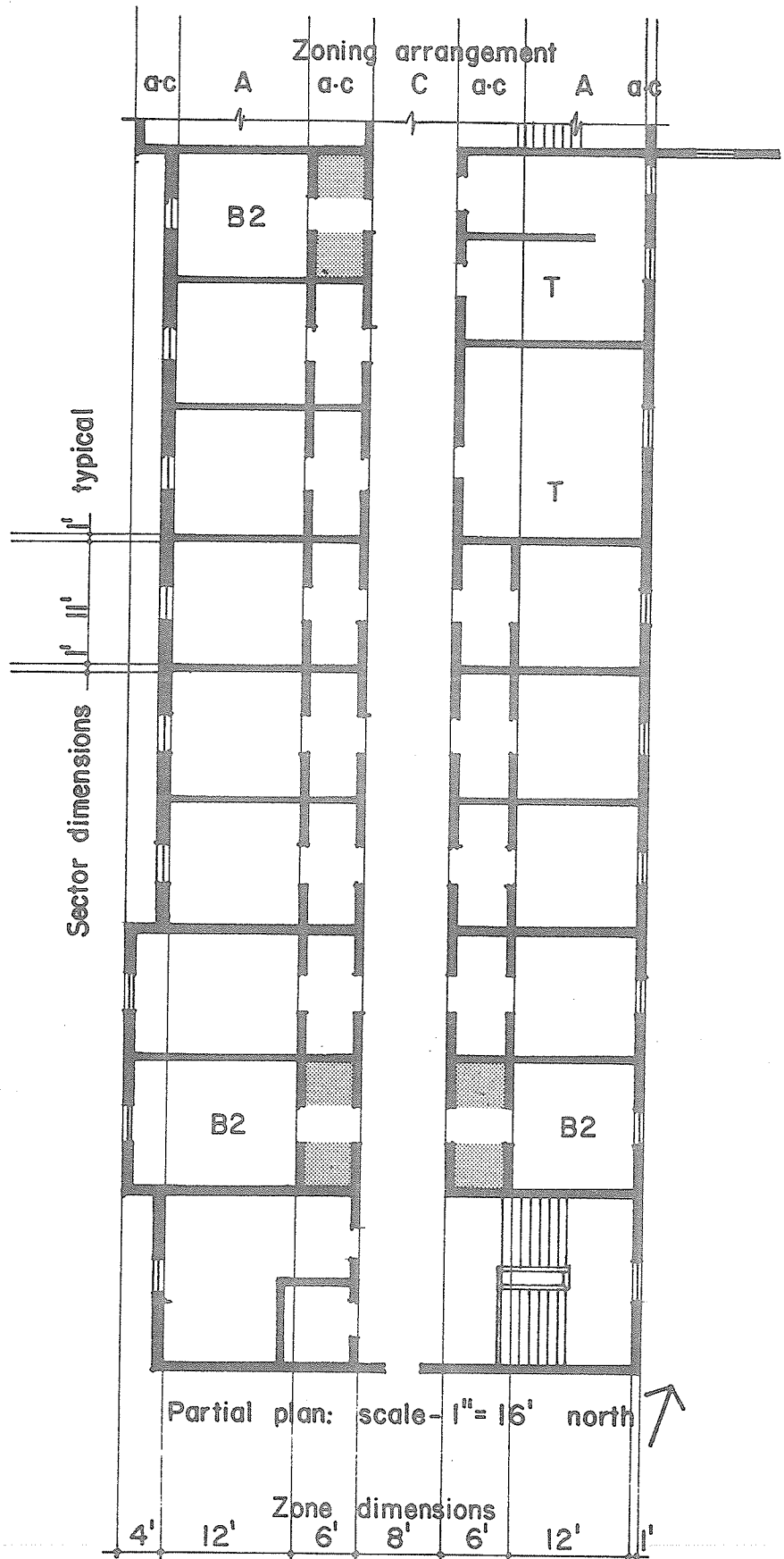
Volume per
person 1,005
C.F.

Cost per S.F.
per mon. \$.38

Cost per C.F.
per mon. \$.035

Types of Action

(1) rearranging
furniture



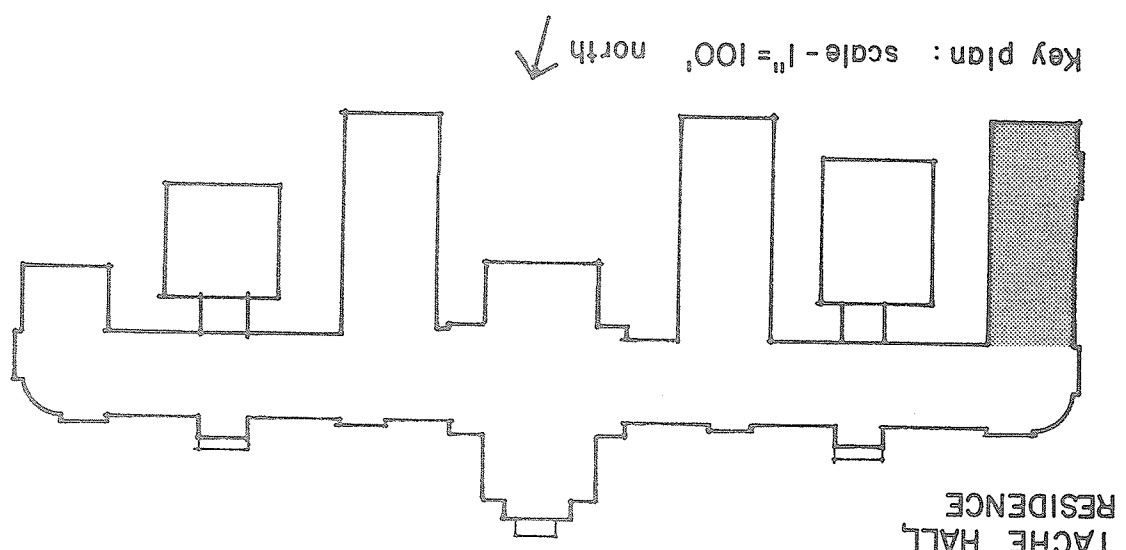
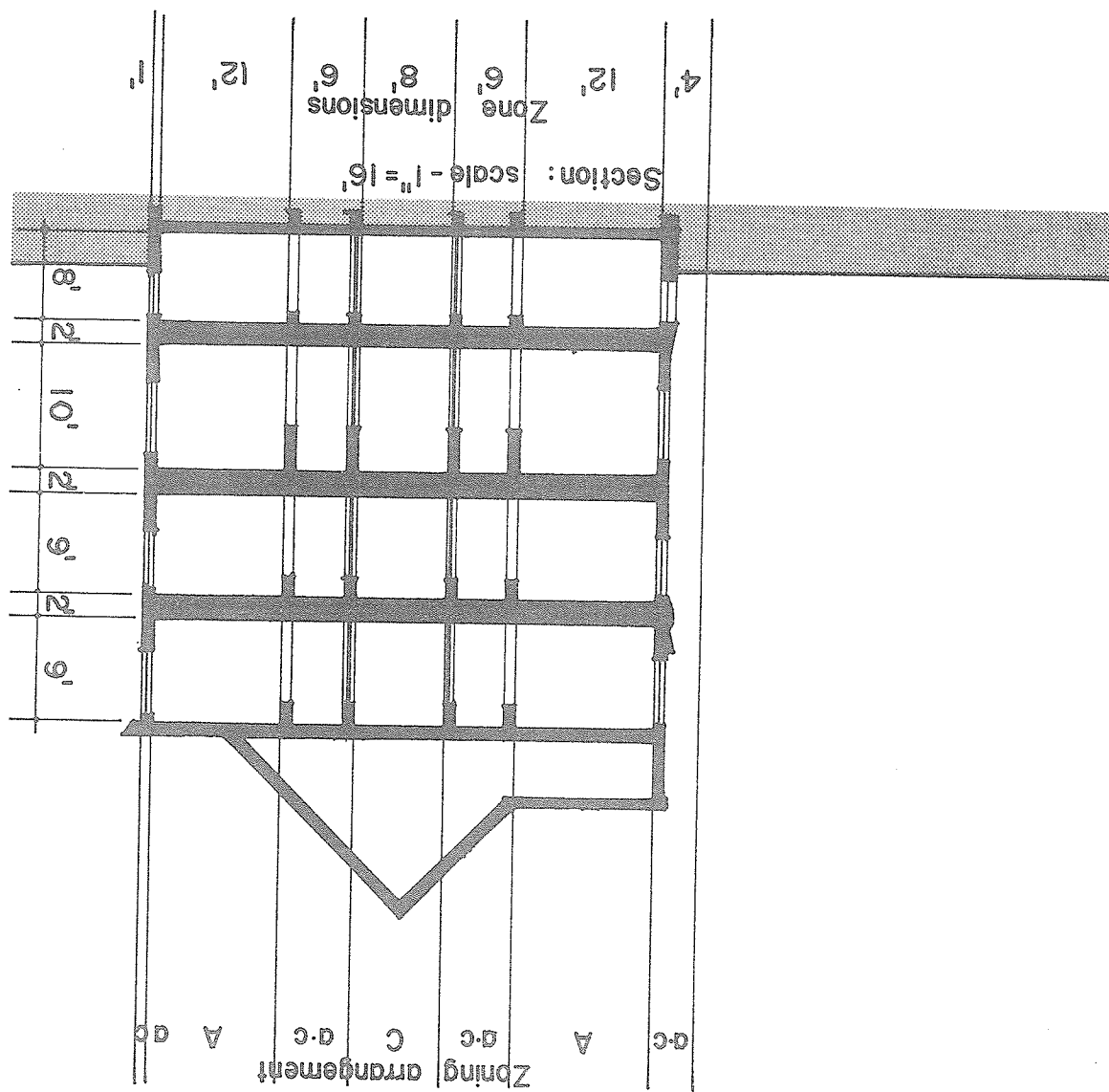


FIG. 5.12.
TACHE HALL
RESIDENCE

because of their various locations and orientations in relation to spatial organization and architectural expression. A recent study concluded by the Assistant Director of Residence categorized all the the room variations for purposes of assessing weekly room rates in relation to their area and desirability.⁵ Within a given room, a student is given either a fixed or separate closet, a bed, desk, and chair and in some cases a chest of drawers. These components, he is free to organize within a space which ranges in configuration and area from 127 to 260 sq. ft. The smallest double rooms however, afford very few planning options unless for example students opt for bunk beds.

Other factors which add limitations to reorganizing the space include steam registers under the large windows, location of electrical outlets, single flourescent luminaries mounted on high ceilings, and hard painted plaster finishes.

Life Style

Within a single or double room, a student plays a number of roles which include the student, the host, the creative artist, the personal caretaker. As a student, activities include formal or informal studies such as reading, writing, meditating, day dreaming, listening to music or radio. As a host, activities include talking to one's roommate or guests, drinking, eating, making love, lounging or just fooling around. As a creative person, a student may personalize his space, make music, do hobbies or make something to eat. Personal care includes dressing or undressing, looking after one's own health and hygiene, sleeping and cleaning.

⁵Stan Nelson. Proposal to increase room rent of the larger and more desirable rooms in Tache Hall made to W. J. Condo, June, 1972.

Since the majority of rooms at Tache Hall are double, a majority of residents do not have a personal space as defined by four walls and a door that they can open or close. A majority of students have to share a space. In most cases, one's roommate at first is a total stranger, but becomes a very close companion or a dreaded nuisance after one or two terms of residence.

The way a student defines personal space within a shared space is by choosing a bed, a desk, a chair, a clothes closet and the drawers in a chest, and by covering or filling these objects with personal belongings. A student may also define a space by the arrangement of these objects in the given space and by mounting posters on the walls adjacent to his space. Therefore personalization is defining ones personal space by choosing and locating personal objects in that space. Once a personal space is defined, then a student can carry out the other roles of his life style within that space.

Outside the bounds of personal or shared space are several levels of social interaction. The first level is defined in physical terms by a hall of single and double rooms who use a gang washroom. This group is also defined in administrative terms by the existence of a proctor who represents the interests of both the administration and the student. The proctor's role is to socially animate students in a hallway and to act as a disciplinary force by teaching social responsibility. The second level of social interaction is defined in physical terms by a stairwell connecting all four floors and in social terms by self government. The open stairwells act as a connection between floors so that members of different hallway social units interact. This self government brings together representatives from each hall to make decisions about internal problems.

The third level of social interaction is defined in physical terms by East or West Tache Hall and in social terms by rivalry between these two communities. East and West Tache are separated from each other rather than connected by a large centrally located auditorium at the two upper levels, a lunch hall at the main level and recreation hall at the basement level. These are the spaces where the two sides meet, but these are the spaces that separate them. Rivalry is mainly in sport activities but extends to include parties, creativity and self government. The result is two identifiable communities and the members of each are proud of the fact that they live either in East or West Tache Hall.

The fourth level of social interaction is defined in physical terms by Pembina Hall and by the need to eat. This is where students from East and West Tache intermingle with women residents from Mary Speechly Hall.

There are several other forces acting on social interaction which cross all physical determining boundaries. One of these is the background of the student. If two or more students come from the same rural town, or same urban neighborhood they more than likely will seek each other out for companionship. Secondly, many students may meet fellow residents in their faculty, lecture room, seminar or libraries and therefore become companions because of similar interests.

Agreements

The Directors of Tache Hall initiated this year a residents' agreement which resembles a tenancy agreement. A student resident must sign this agreement, and since the legal age is now eighteen, and since most first year students are over eighteen years of age, the agreement binds student residents to the terms contained within it.

There is a difference however, between legal responsibilities and

understood responsibilities. Most students, according to the associate director, are aware of the restrictions as well as what is allowed through traditions. Although the residents agreement makes it very clear what is not allowed, students learn from those student residents, who return for a second year that students have more liberties than what the residents agreement makes it appear. Then what is the purpose of the residents agreement? Only when a staff member makes an issue about cleaning difficulties in the rooms and about disruption of routine work, or when a student creates a health or fire hazard or disrupts neighboring students with excessive noise, then the agreement will be enforced.

Management and Maintenance

The management and maintenance of Tache Hall is similar to that for University College. There is weekly maid service to clean the rooms and change the linen. Caretakers maintain the public spaces. Laundry facilities are provided and students are responsible for their own laundry.

Personalization and Communalization

The Directors of Residence influence the life styles of resident students in several ways.

- a) The Directors determine the proportion of students from Unicity, rural Manitoba, the rest of Canada and other countries that are accepted into Residence.
- b) The Directors assign new students to rooms. Some returning students may be able to reserve a room of their choice.
- c) The Directors install Proctors in every Hallway to socially animate the students and to maintain discipline through teaching social consciousness.

- d) The Directors require students to sign a Residents Agreement. Even though it is not enforced in all cases, the residents agreement tends to limit personalization of dwelling space.
- e) The Directors rent rooms to two students which are large enough for only one student.

Tache Hall is a very strong inflexible structure. This physical environment does influence the life style of its inhabitants in terms of the types of personalization possible (type 1 rearranging furnishings) and in terms of the hierarchy of social interactions that are set up.

The Assistant Director has been able to personalize space within Tache Hall by making the necessary agreements with the administration and by cutting an opening in the thick masonry wall thereby creating a one bedroom suite, necessary for the life style of a married couple. Also some students in Environmental Studies and Interior Design have made studies into the flexibilities within the boundaries of the more spacious rooms. Some proposals are to add a mezzanine floor thereby giving roommates more privacy for study and sleeping.

The Residence Student Association Council is the students' voice in making agreements amongst students and with the administration. It is through this representative body that more liberal agreements are made regarding visiting hours and consumption of alcohol within the residence. It is also through this council that agreements may be initiated allowing more personalization of dwelling space.

Situation 7: Renting a room (old fraternity house)

There are many older houses in Winnipeg which have been purchased or are rented for purposes of transforming them into Fraternity or Sorority Houses. These houses then function as club houses and as accommodation

Photo 5.7.
DELTA UPSILON
FRATERNITY



Delta Upsilon Fraternity: top - main entrance
- bottom right - common living room
- bottom left - student's room
- owned and managed by the fraternity

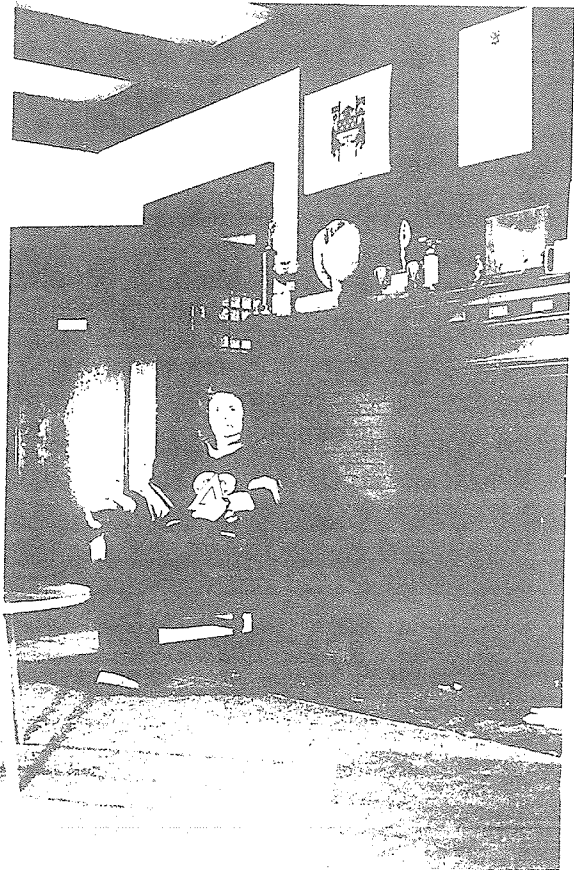
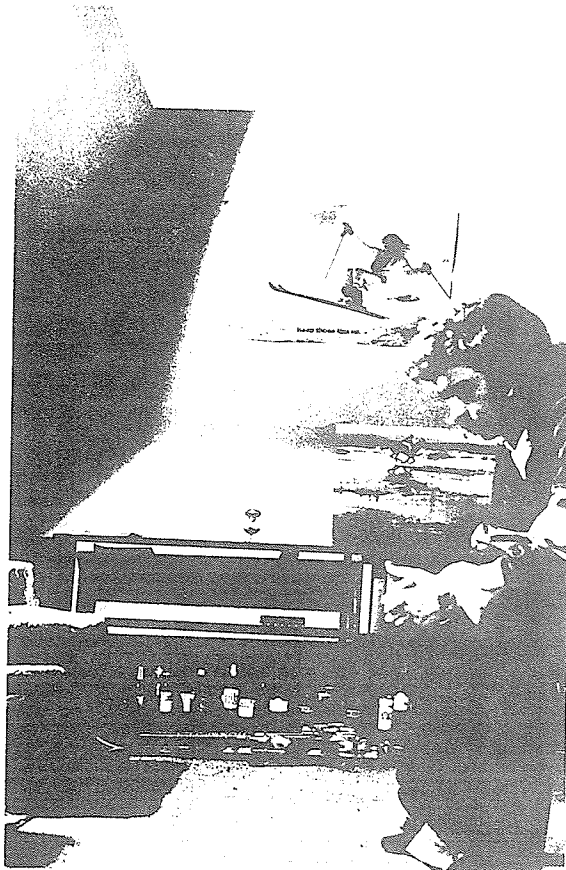


Fig. 5.13.
DELTA UPSILON
FRATERNITY HOUSE

Area ... 4,100
 S.F.

Volume .. 34,840
 C.F.

Area per
 person(6) .. 683
 S.F.

Volume per
 person(6) .. 5,807
 C.F.

Cost per S.F.
 per mon. \$073

Cost per C.F.
 per mon. \$009

Types of action

(1) existing
 furniture re
 arranged

(2) install and
 arrange personal
 furniture

(3) refinishing
 personal or com-
 munal space

(4) repartition
 basement space

(5) plumbing
 fixture added

(6) extending
 usable space
 into basement

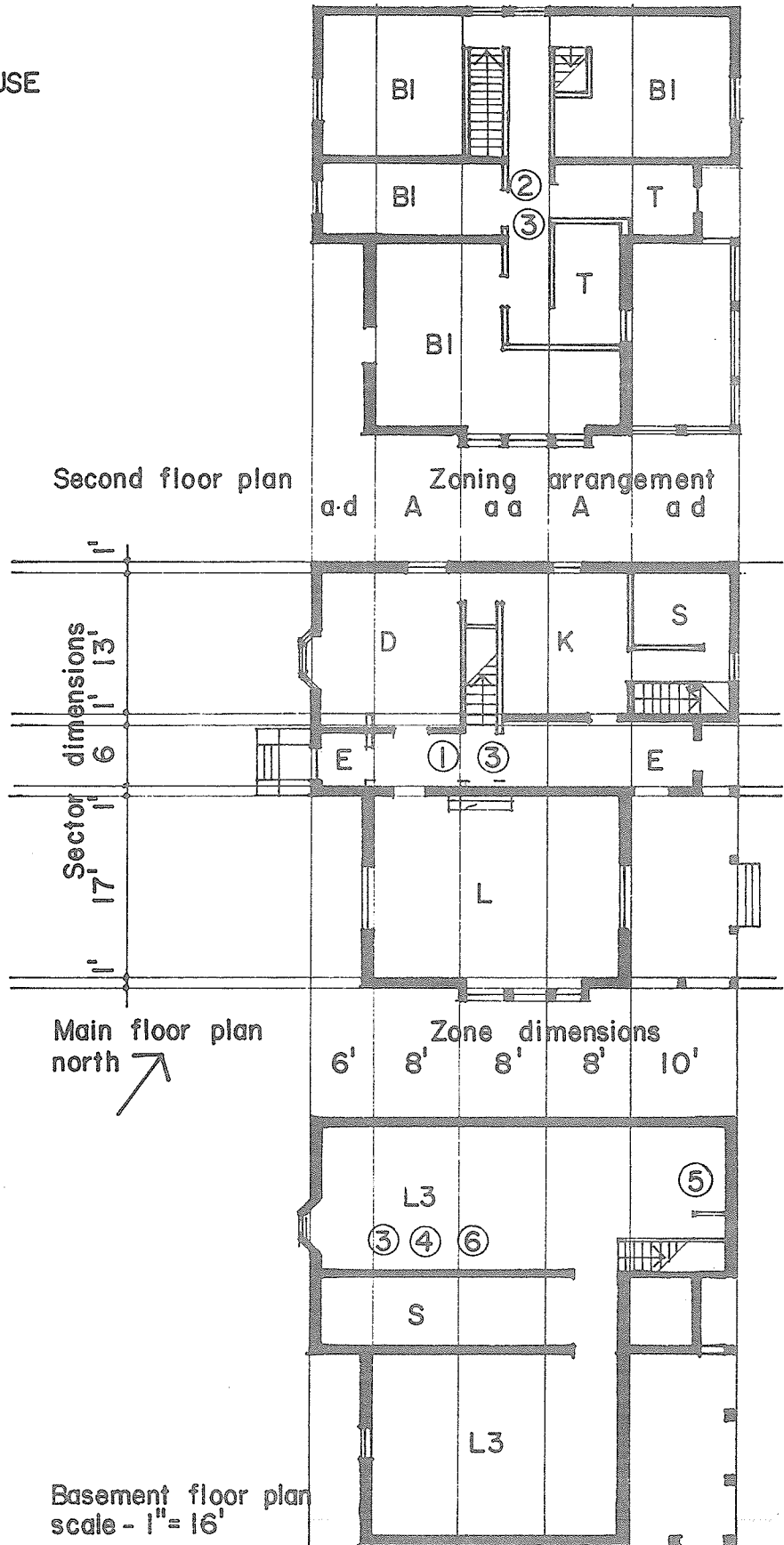


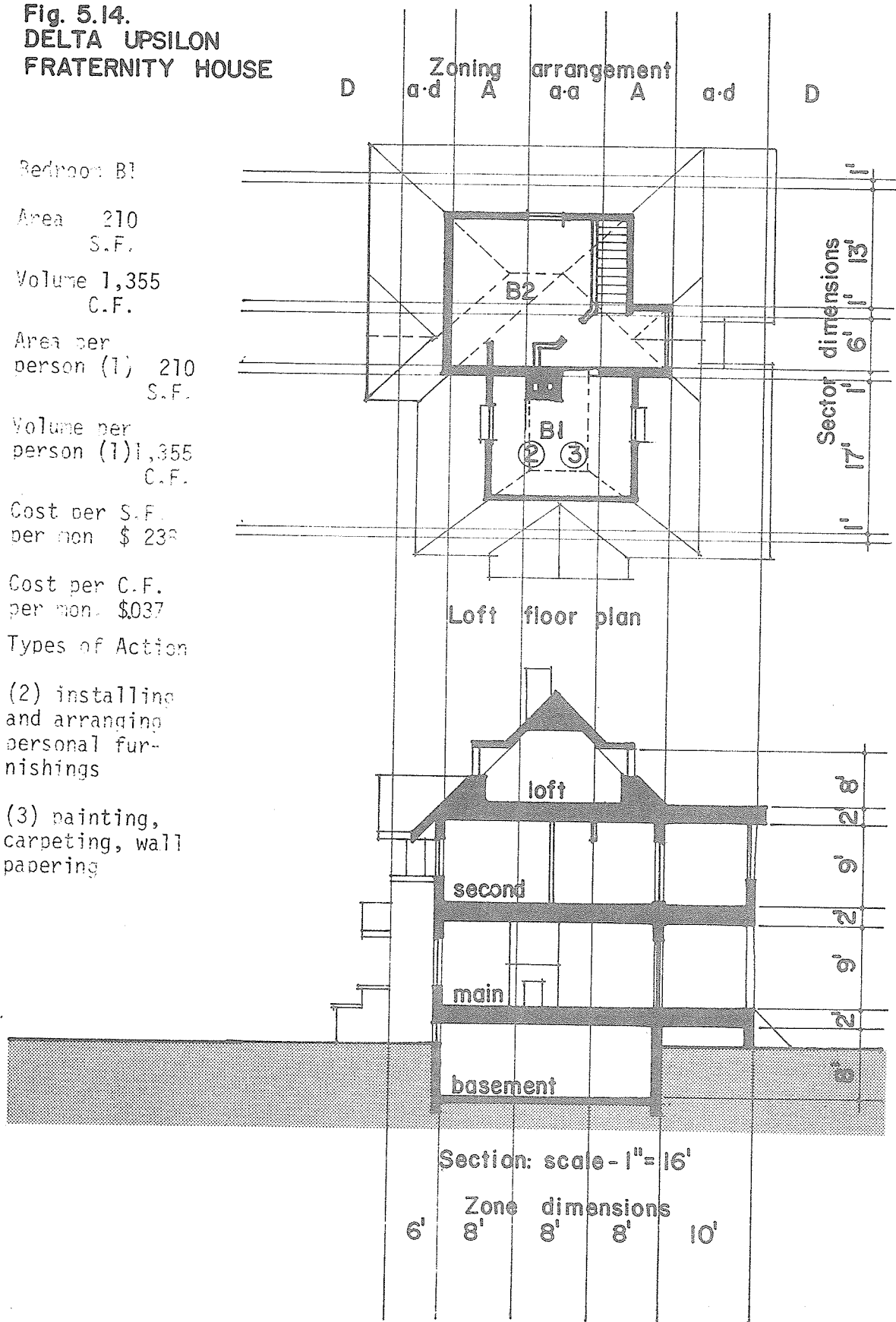
Fig. 5.14.
DELTA UPSILON
FRATERNITY HOUSE

Bedroom B1
 Area 210
 S.F.
 Volume 1,355
 C.F.
 Area per
 person (1) 210
 S.F.
 Volume per
 person (1) 1,355
 C.F.
 Cost per S.F.
 per man \$ 238
 Cost per C.F.
 per man \$037

Types of Action

(2) installing
 and arranging
 personal fur-
 nishings

(3) painting,
 carpeting, wall
 papering



for some of the members.

Physical Environment

The spatial organization of older houses may be particularly attractive to fraternities or sororities because of the large number of bedrooms, the large living, dining and kitchen spaces and the basement and attics which can be renovated and transformed into club rooms or private rooms. Therefore, the spatial organization is both in harmony with the life styles of such societies as well as having the potential of being modified to suit the particular needs and limitations of individuals or the society as a group.

Life styles

The life styles of members who occupy rooms in fraternity or sorority houses encompasses a number of roles. To be a member in good standing, one also has to be a good student. Therefore studying is important. A member must also be ready to entertain other house members or visitors that come along. As a member, he also takes on certain responsibilities, be it president, treasurer, house manager or maintenance man. Then there is personal care and creative roles such as personalizing one's room, or preparing for a house party. The house is usually active with personal studies, entertainment, hobbies, and fraternal parties, meetings or maintenance chores. The house becomes an identifiable social unit and members create and reflect the image that it makes.

Agreements

Members who occupy rooms have no tenancy agreements with the fraternal society. Since only members occupy rooms, the agreements and responsibilities are understood. Any breach of responsibilities means loss of favor from other fraternity members.

Agreements concerning house rules, management and maintenance responsibilities or communalization of spaces, are established at fraternity meetings. Members make proposals regarding social, financial or renovation programs which may be agreed to or voted down. As new members with different styles of living become the majority, then new agreements and new programs may be initiated.

Property management

Managing a house includes financial concerns, rental of rooms, organization of social programs and delegating maintenance and domestic duties. If the house is rented then there is the rent plus utilities to pay. If the house is purchased then there are mortgage payments, maintenance costs and services to pay. To maintain financial stability all rooms are occupied and maintenance or house renovations kept to a minimum. In order to keep the house functioning, members are responsible for normal maintenance and domestic duties. Maintenance by professional people needs to be kept to a minimum.

Personalization and Communalization

A fraternity or sorority makes agreements with the appropriate public or private agencies in order to occupy a house compatible to their life style. These outside agreements as well as the internal agreements determines how the house will be used. Internal agreements concerning renovations have to respect fire or health regulations.

Within this framework of agreements and within the physical and technical limitations of the house, fraternity members are free to make decisions about personalization and communalization of dwelling space. With time, life styles, agreements and the character of the house change. The house may be refurnished with all sorts of new and used furniture or appliances.

(type 2). Communal or personal spaces may be redecorated (type 3). Meeting rooms may be created by making openings in walls between spaces (type 4). Plumbing fixtures may be added or relocated (type 5). Basements may become club rooms or workshops and attics may become extra study-bedrooms to increase revenue (type 6). Storage space for equipment may be added on to the outside (type 7).

Providing that the physical environment and agreements are flexible, and that the management and maintenance responsibilities are not too limiting, all seven types of personalization and communalization are possible.

Situation 8: Owning and occupying a new, single detached house

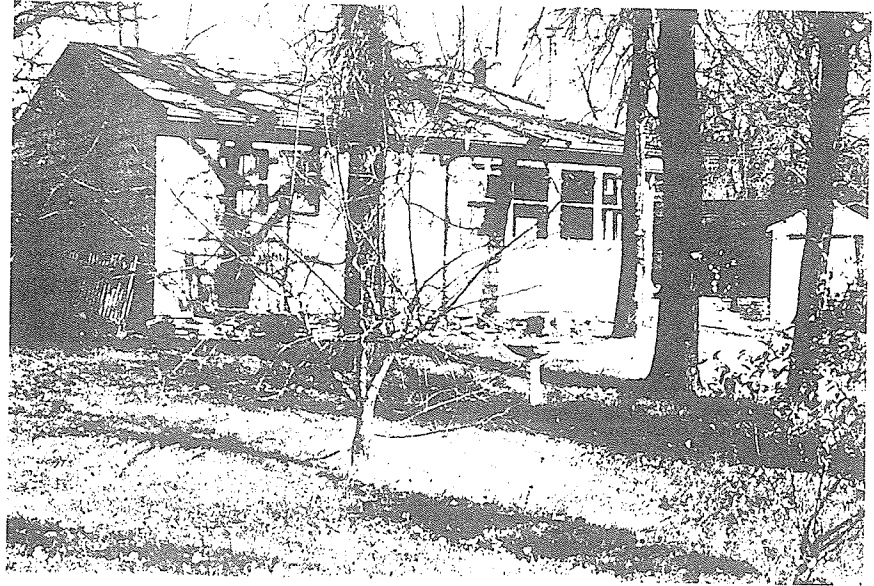
It is estimated that less than 5% of all full time students attending the University of Manitoba own a home. This estimate is determined in the discussion on students who live at home with their parents (Situation 1).

Life style

Married or common law couples with or without children and communal groups may own and occupy a single detached dwelling. The life style of a communal group may be similar to the life style of fraternity members who occupy rooms in a fraternity house with the exception that a fraternity house acts as a club house for members living elsewhere. The life style of a communal group is an aggregate of the life styles of its members. Members may be single, married or common law, may have children, and may be young or old. It is a combination of personal life style and communal life style where each member has as much responsibility to the group as to oneself. It may be described as one big happy family.

Married couples, with or without children, who own and occupy a house may live a very private life. The roles of family members include responsibility to other family members as well as to oneself. The married or common law couple may be mature adults who may have worked to establish

Photo 5.8.
WALLS HOUSE



Walls house: top-front elevation
bottom - living room
note fireplace addition
owner occupied single detached dwelling



Fig. 5.15.
WALLS HOUSE

Area 816
S.F.
Volume 6,528
C.F.
Area per
person (2) 408
S.F.

Volume per
person (2) 3,264
C.F.

Cost per S.F.
per mon. \$ 217

Cost per C.F.
per mon. \$027

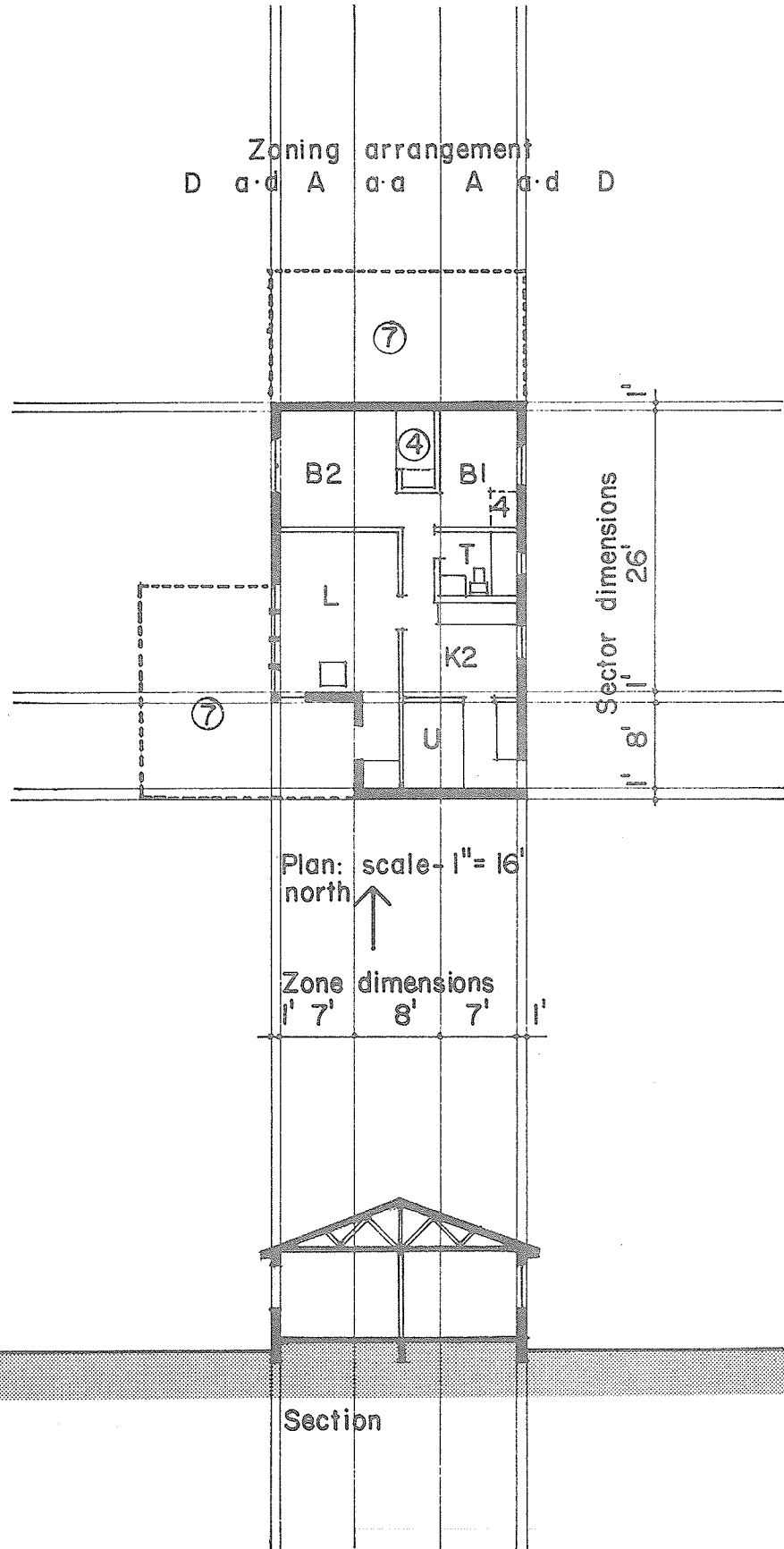
Types of Actions

(2) installing
and arranging
personal furn-
ishings

(3) painting,
carpeting,
wall papering

(4) altering
storage wall,
removing closet

(7) possible
expansion



material wealth before one or both return to university for further education. In approximately 75% of all cases,⁶ one spouse may attend university while the other may work, look after children or both.

Agreements

With single students sharing, a house may be either owned co-operatively by the group or by one member. In the former case, each part owner is responsible for meeting financial obligations with public and private agencies. In the latter case the owner has sole responsibility and may act as a landlord, renting the use of the house to other occupants who are then defined as tenants. In the former case, there may be house rules and regulations. In the latter case there may be verbal or written agreements between the owner and the occupants.

A married couple or family with children may have home ownership in one or both of the parents names. Effectively, the entire family owns the home and each member has freedom of action within the rules and agreements that the family establishes over time.

Management and Maintenance

For all styles of living, a owner occupied home requires self management and maintenance.

Personalization and Communalization

Within the home, there are a range of public to private and communal to personal spaces. These spaces may be personalized and communalized in various types of actions similar to students who live at home with their parents.

⁶Auld and Charles, Recommendation on Additional Student Housing, p. 2.

Conclusions

1. Owner occupied dwellings (situation 1,7,8) offer the most possibilities for personalization of dwelling space because: (a) there are no formal agreements between owners and occupants that limit actions; the limits are developed and changed with time, (b) it is a non-profit situation where expenditures for personalization are determined by the family or group budget; most types of personalization are considered an investment and a betterment, (c) the supporting physical framework is light wood construction allowing internal alteration and external expansion; the dwelling rests on a large plot of land detached from any other structure which provides many options for adaptation.
2. Privately owned multi-dwelling structures (situation 2,5) offer limited possibilities for personalization of dwelling space. Usually the types of actions by tenants include furnishing and refinishing a dwelling. This is due to tenancy agreements or leases which spell out specific rules and regulations that limit tenants actions, written by profit motivated property management agencies who attempt to minimize operating and maintenance costs by renting designed dwelling units to desirable tenants who match the specifications of the environment.
3. Publicly owned residences (situation 3,6) offer the least possibilities for personalization of dwelling space. The types of actions include hanging posters, pictures or wall hangings, or rearranging the furnishings included with the room (bed, desk, chair). This is due to (a) residence rules and regulations either understood or written in the form of a tenancy agreement that restrict any other type of actions, (b) management policies that attempt to minimize additional service

- and maintenance costs, and (c) small inflexible rooms.
4. Co-operatively owned multi-dwelling structure (situation 4) offers the same possibilities for personalization of dwelling space as privately owned structures. The types of actions include furnishing and refinishing a dwelling. The major difference is that tenants are represented on a board of directors who set policies for the in-house property manager to carry out. However, this student representation has still not provided for other types of actions because tenancy agreements spell out rules and regulations which restrict actions by tenants probably due to the need to maintain a break even, non-profit operation in an inflexible physical environment, that does not respond to a variety of student life styles but to a specified tenant, namely married or graduate students, requiring one or two bedroom apartments.
 5. When the supporting frame work is abstracted in each student housing situation and analyzed in terms of zones, margins and sectors, one may make the following observations: (a) each supporting framework is composed of an arrangement of zones, margins and sectors, (b) similar arrangements may be categorized together, (c) general dimensions of zones, margins and sectors may provide information for designing a model support structure e.g. it may be possible to arrive at a generalized dimensions based on existing situations.
 6. Figures 5.16. and 5.17. illustrate the range of dimensions of zones, margins and sectors for four different zoning arrangements identified in the eight student housing situations in this chapter.
 7. Figure 5.18. illustrates the range of dimensions of zones, margins and sectors for all of the student housing situations.

Fig. 5.16. COMPARISON OF ZONE, MARGIN AND SECTOR DIMENSIONS

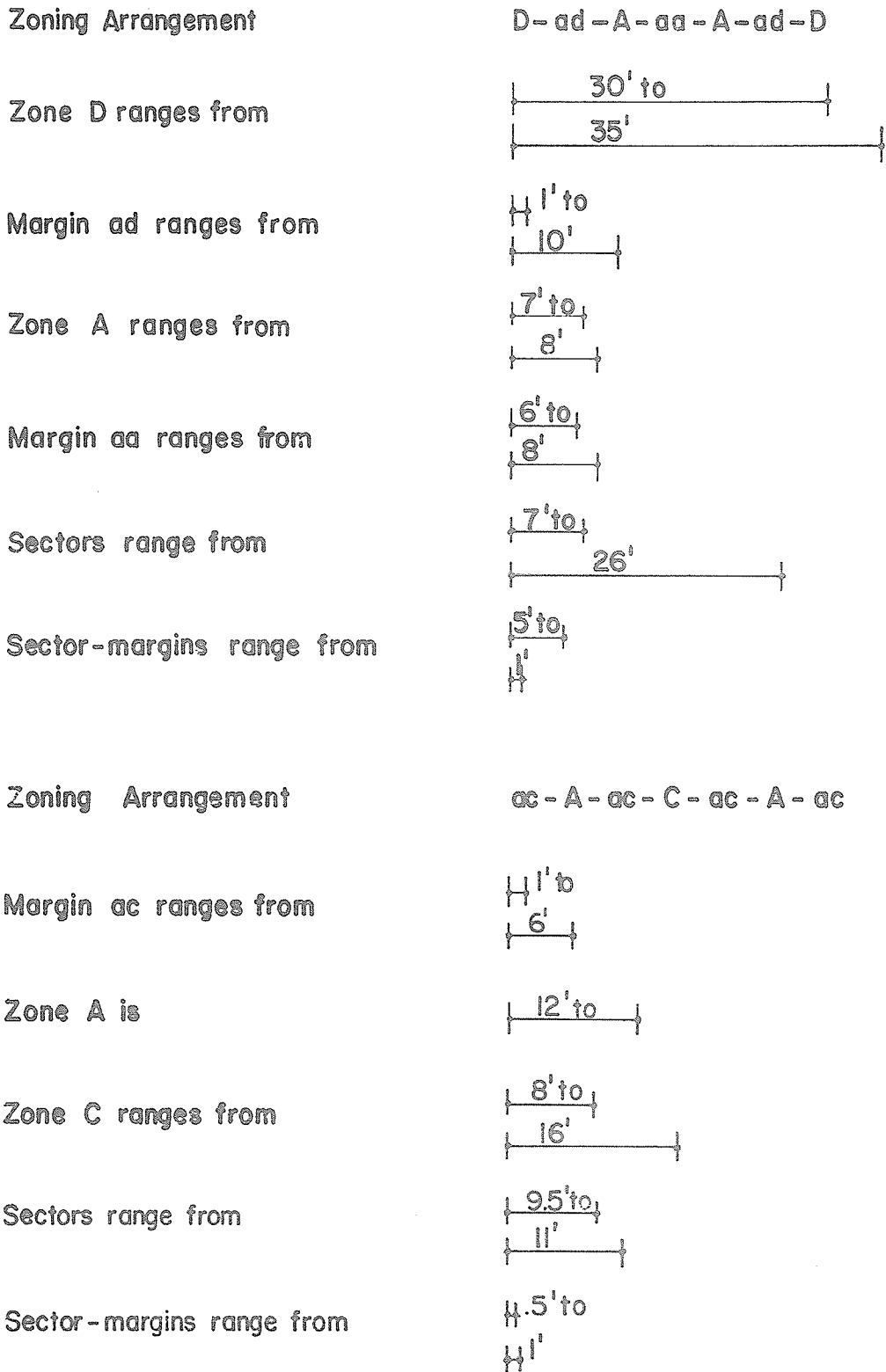


Fig. 5. 17. COMPARISON OF ZONE, MARGIN AND SECTOR DIMENSIONS

Zoning Arrangement

ac-A-ab-B-bc-C-bc-B-ab-A-ac

Margin ac is

4'

Zone A ranges from

9' to
12'

Margin ab ranges from

4' to
6'

Zone B ranges from

8' to
9'

Margin bc ranges from

4.5' to
6'

Zone C ranges from

4' to
5'

Sectors range from

21' to
32'

Sector - margins are

4'

Zoning Arrangement

D-ad-A-ab-B-bc-C-bc-B-ab-A-ad-D

Zone D is

5'

Margin ad is

4'

Zone A is

12'

Margin ab is

3.5'

Zone B is

9'

Margin bc is

1.5'

Zone C is

5'

Sectors range from

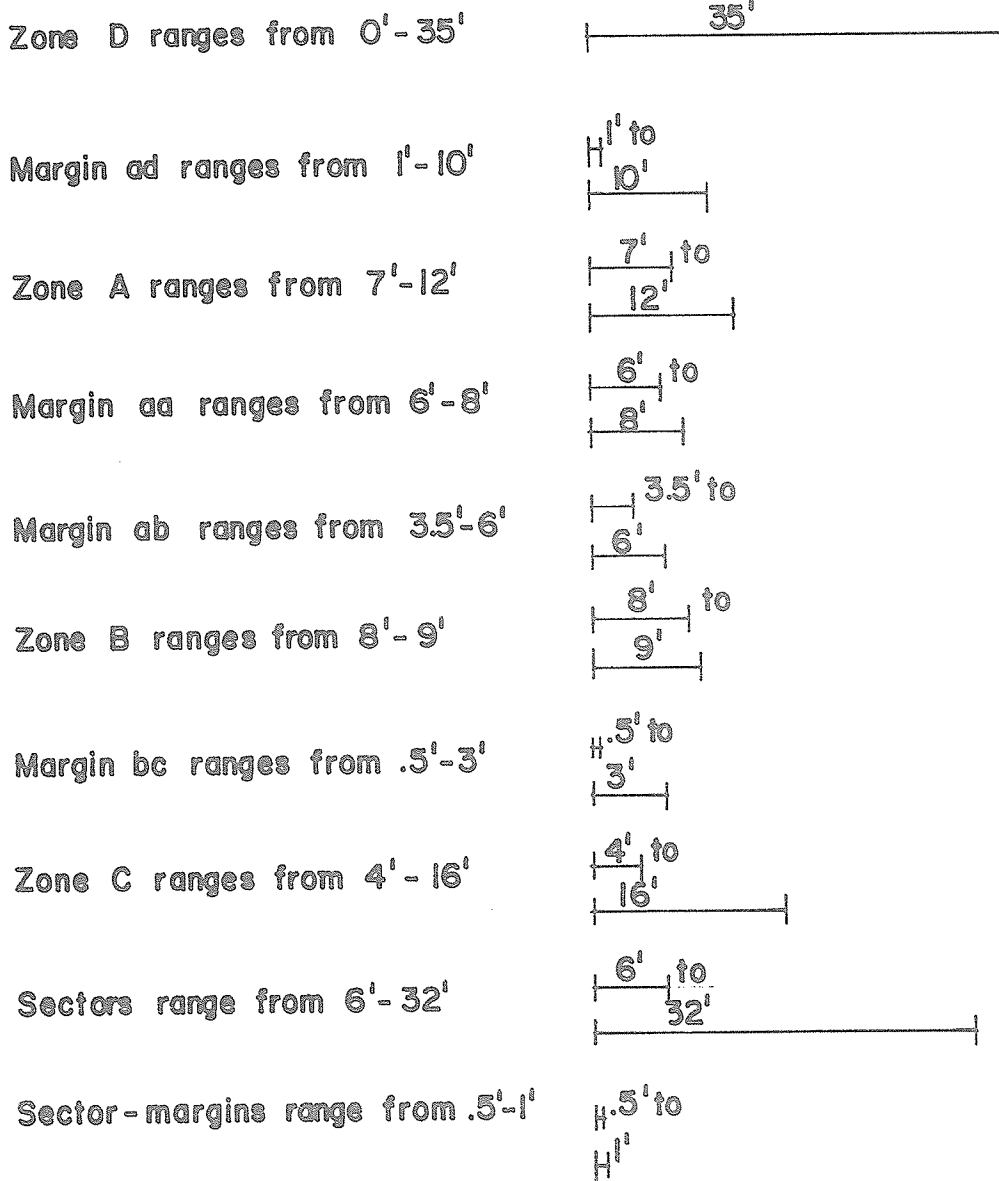
10' to
15'

Sector - margins are

4'

Fig 5. 18. COMPARISON OF ZONE, MARGIN AND SECTOR DIMENSIONS

Overall Comparison



CHAPTER VI

DESIGN MODEL: SUPPORT STRUCTURE

Criteria

The Introduction identifies seven types of personalization (or communalization) of dwelling space. Each type of action affects a certain aspect of the physical environment and requires the right of say of either the individual or the community. If an individual has the right of say to personalize then that aspect of the physical environment affected is a part of a set of detachable units. If the community has the right of say to communalize, then that aspect of the physical environment affected is a part of the support structure. Therefore, depending upon where the right of say lies, those aspects of the physical environment affected could be either supports or detachable units. This leads to the first criterion:

1. A design model for a support structure should demonstrate the following types of personalization or communalization: (1) rearrangement of landlord's furnishings, (2) installation and rearrangement of personal furnishings, (3) refinishing of walls, floors, ceilings, (4) repartitioning of the dwelling space, (5) adding, subtracting or combining plumbing fixtures, (6) internal expansion or contraction of dwelling space, (7) external expansion of dwelling space or an alteration of transparency, translucency or opaqueness of exterior walls.

Chapter II identifies four categories of student life styles. These

are i) single student individuals, ii) married students without children, iii) married students with children and iv) communal groups. The common need of all these life styles is shelter that is fit for habitation.

Students also need autonomy and responsibility for personalizing dwelling space. Both of these needs can be fulfilled through participation in the housing process. A second criterion is:

2. A support structure should be able to accommodate a variety of life styles. This criterion basically affects the size and type of dwelling and the internal organization of spaces and equipment. There may be some outward form of expression via personal furnishings, special finishes or lighting, and treatment of the facade.

Chapter III discusses the effect that The Landlord and Tenant Act, the standard form of tenancy agreement, landlord's rules and regulations and municipal by-laws have on the act of dwelling. The third and fourth criteria for the design of a support structure can be drawn from the conclusions of this chapter.

3. A support structure can be considered to be an arrangement of sectors. The position and dimension of sectors should be definitive so that a premises may be described in a tenancy agreement as being composed of one or more sectors.
4. Detachable units or landlord's fixtures should be classified in two groups:
 - a) those which are movable by a tenant without a landlord's consent, and
 - b) those which are movable by a tenant with consent of a landlord.

Those which are immovable are considered as being a part of the support or real property.

Chapter IV discusses the need for property management policies for each

type of personalization (or communalization). In terms of detachable units and support space, the fifth and sixth criteria are:

5. For all detachable units which are movable with or without a landlord's consent, a maximum and a minimum quantity of each type of detachable unit per dwelling space or per sector should be provided. The number of different types of components should be minimized to reduce confusion on the part of users, and to reduce the need to exchange and stock large quantities of components.
6. The minimum increment of expansion or contraction of dwelling space should be one sector.

Chapter V analyzes eight student housing situations to determine the relationship of life style, agreements, property management and the physical environment. It is concluded that each situation has slight variations in each of these factors, and that the resulting type of personalization and communalization observed is in response to all of these factors. By analyzing the physical environment in each case, the areas and volumes of dwellings are determined. These factors are divided by the number of occupants, and the area and volume per person is established. By dividing the rental rate per month by the area and volume, the cost per square foot and per cubic foot per month is calculated. These statistics provide a range of dwelling areas and volumes, dwelling area and volume per person, and cost per square foot and per cubic foot.

Each housing situation is also abstracted and illustrated as a combination of zones, margins and sectors. From this, it is possible to determine the character of existing housing as described by its zoning arrangement. Also, the range of dimensions of the various zones, margins and sectors provide the basis for establishing the dimensions of zones, margins and

sectors in a design model for a support structure. A seventh criterion is:

7. A support structure should reflect the characteristics and dimensions of present space.

Rabeneck, Sheppard and Town have identified ten present housing design characteristics which tend to limit the act of dwelling. The following characteristics apply to most contemporary housing built in Winnipeg:

1. Spaces are designed for one function only and are difficult to use for any other purpose e.g. use of bedroom as living room.
2. Room proportions are in keeping with intended use.
3. Rooms are provided with function-related fixtures and fittings, e.g. wardrobes in bedrooms.
4. Lighting and socket outlets are located according to the planned function of the room e.g. lighting related to bed.
5. Windows are designed to reflect the function of each room e.g. small windows in bedroom; larger windows in living rooms, with lower sills.
6. Generally, one living space is provided.
7. Access to rooms other than the living room is by way of a narrow, minimal hall which cannot be used for any purpose other than circulation.
8. Single door access to all rooms.
9. Outdoor space is accessible from living room only.
10. Relationships between rooms are generally based on shortest distance between associated functions, e.g. kitchen next to dining

room, bath next to master bedroom.¹

Rabeneck, Sheppard and Town have also identified fourteen basic requirements for housing that recognizes the need for adaptability, and the act of dwelling:

1. Rooms and spaces within a unit should, as far as possible, avoid extremes of size.
2. Rooms should be neutral in terms of form (simple volume).
3. Doors and windows should be located to allow a variety of uses to be made of the room.
4. Avoid central lights and other space making physical constraints.
5. Avoid expressing room functions on exterior ie. window size variation, outdoor space adjacent to living room.
6. Allow for many functions in each room and a variety of zoning possibilities.
7. Provide utility room or large kitchen and bathrooms to store equipment and appliances.
8. Service systems should be separate from the basic building fabric and readily accessible for servicing.
9. No equipment, storage or furniture should be built-in (but may be included in dwelling as landlord's fixtures).
10. Plan form should allow a variety of possible interconnections between rooms.
11. Circulation space should be considered as room between rooms and not as access only.

¹Rabeneck, Sheppard and Town, "Housing Flexibility/Adaptability?" p. 79.

12. Provide a spare room which may function as a guest room or a second living room.
13. Form of construction should emphasize minimum alteration costs.
14. A wide range of alternative space usage must be possible at minimum cost.²

The above design criteria are adopted in this Chapter as criteria for the design of a model support structure. Additional criteria that apply to the design of a support structure are listed as follows:

1. A support structure should have a structuring pattern that suggests the use of various local materials such as cast in place concrete, masonry construction.
2. A support structure is not a skeleton but an enclosure.
3. A support structure should define various sectors so that a dwelling can be made up of a sector group.
4. Mechanical services (plumbing) should be prefabricated in units and coupled together on site.
5. Mechanical services should be located to provide a maximum number of wet function (kitchen, bathroom) locations, sizes and configurations.
6. The number of mechanical service cores should be minimized.
7. Mechanical ventilation should be minimized by using natural ventilation.
8. Central heating should be supplemented with individual space heaters.
9. Electrical distribution should be contained in the support structure, but with extensions possible through the detachable units.
10. A circulation pattern within a support structure should allow occupants of every dwelling to contact occupants of every other dwelling without passing outside for reasons of: (a) cold climatic conditions, (b)

²Ibid., p. 81.

social interaction, (c) servicing dwellings and (d) access to communal space.

11. A circulation pattern should give the possibilities for: (a) single, double and triple aspect in dwellings, (b) horizontal or vertical combinations of sectors without cutting holes through floors to create internal stairways, and (c) two means of egress from every dwelling.
12. Outdoor space: (a) that is adjacent to every possible dwelling, (b) that is not a token, unusable area, but large enough to be used as an extension of dwelling space, and (c) that may be transformed by its occupants into semi-inhabitable space.

The following model support structure may not satisfy all of the criteria listed in the Chapter. However, it does serve to illustrate some of the ideas that are discussed. Many details need to be worked out before construction could ever be considered, and possibly the design would change in response to practicalities and economics.

Model Support Structure

The criteria developed in previous chapters for the design of a model support structure are shown to relate to the concept of zones, margins, and sectors. Figure 6.1. is a grid of various types of zones, margins, and sectors. Each is discussed qualitatively and quantitatively.

Qualitative description

Zone A: Private interior space with relation to exterior.

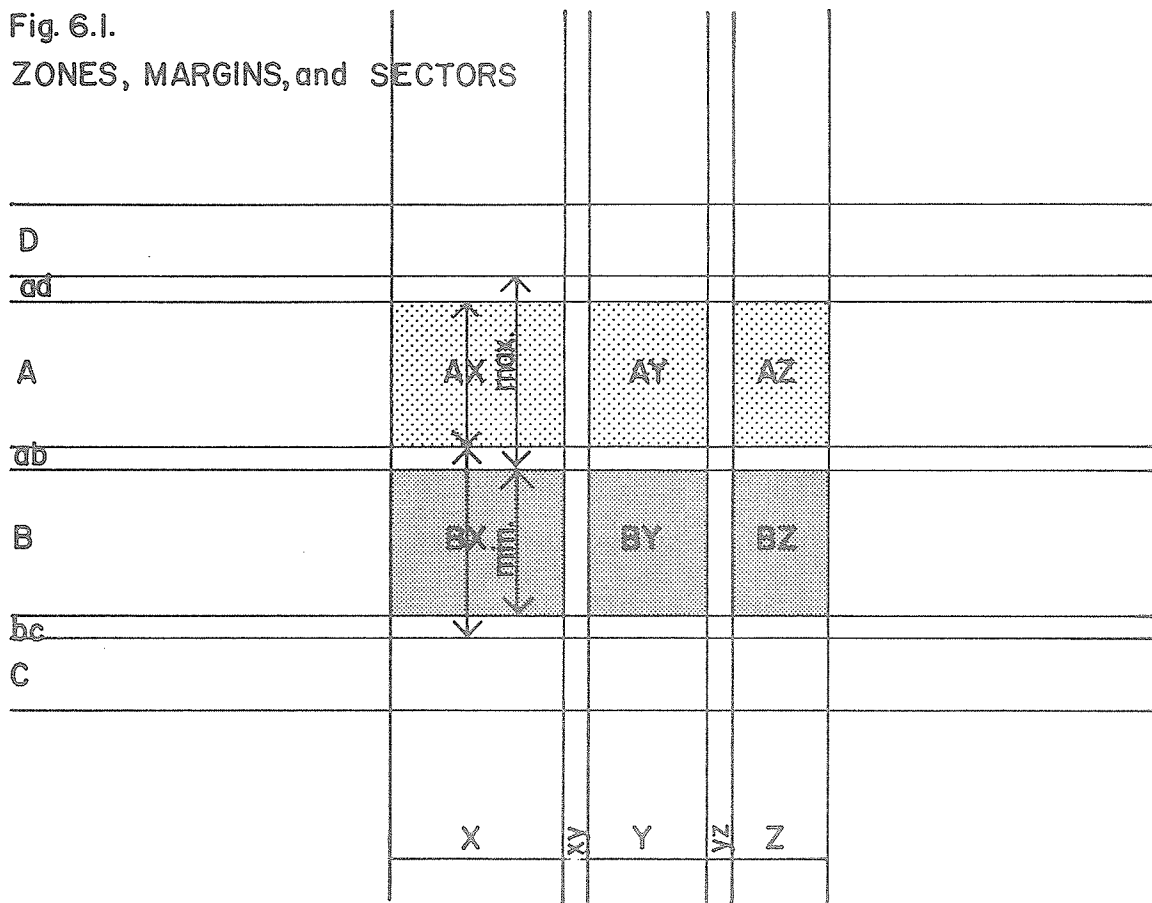
Zone B: Private interior space; no relation to exterior.

Zone C: Public space, interior or exterior.

Zone D: Private exterior space.

Margin ad: Where material separating zone A from zone D occurs.

Fig. 6.1.
ZONES, MARGINS, and SECTORS



Zone A	Private interior space - relation with exterior
Zone B	Private interior space no relation with exterior
Zone C	Public interior space
Zone D	Private exterior space
Margins ad,ab,bc	Characteristic of adjacent zones
A-Sectors AX,AY,AZ	Private interior space, relation to exterior, freely partitionable
B-Sectors BX,BY,BZ	Private interior space, no relation to exterior, freely partitionable
Sector-margins XY,YZ	structural material

Margin ab: Where material separating zone A from zone B occurs.

Margin bd: Where material separating zone B from zone C occurs.

Sectors X,Y and Z: Clear space between structural material - a structural bay that may be freely partitioned. In some cases, a sector may be defined by plumbing stacks or window and door locations.

A-sectors AX, AY, AZ: Spatial units - minimum areas of private interior space with relation to outside. Maximum areas include adjacent margins.

B-sectors BX, BY, BZ: Spatial units - minimum areas of private interior space; no relation to outside. Maximum areas include adjacent margins.

Margins xy and yz: Where structural material separating sectors occurs. In some cases, non-structural material or services may occur in these margins.

Quantitative Description

Dimensions of Zone A and Zone B: related to the anticipated dwelling functions that may be located in the zone.

Dimension of Zone C: related to the anticipated public activities that may occur in the zone.

Dimension of Zone D: related to the anticipated exterior activities that may occur in the zone.

Dimension of margin ad: if no movement of material is anticipated, then the dimension is related to the width and location of fixed material. If movement is anticipated, then the dimension of margin ad relates to: (a) the minimum increment of movement that significantly alters the quality of interior or exterior private space, (b) technical limitations of material and connections between material, (c) contractual obligations in respect of neighboring tenants and landlord such as privacy and erecting tenants fixtures, and (d) managerial policies

regarding increasing or decreasing material requirements.

Dimension of margin ab: related to anticipated maximum and minimum dimensions of adjacent zones.

Dimension of margin bc: similar to considerations for margin ad.

Dimensions of A-sectors: AX, AY, AZ and B-sectors BX, BY, BZ are related to:

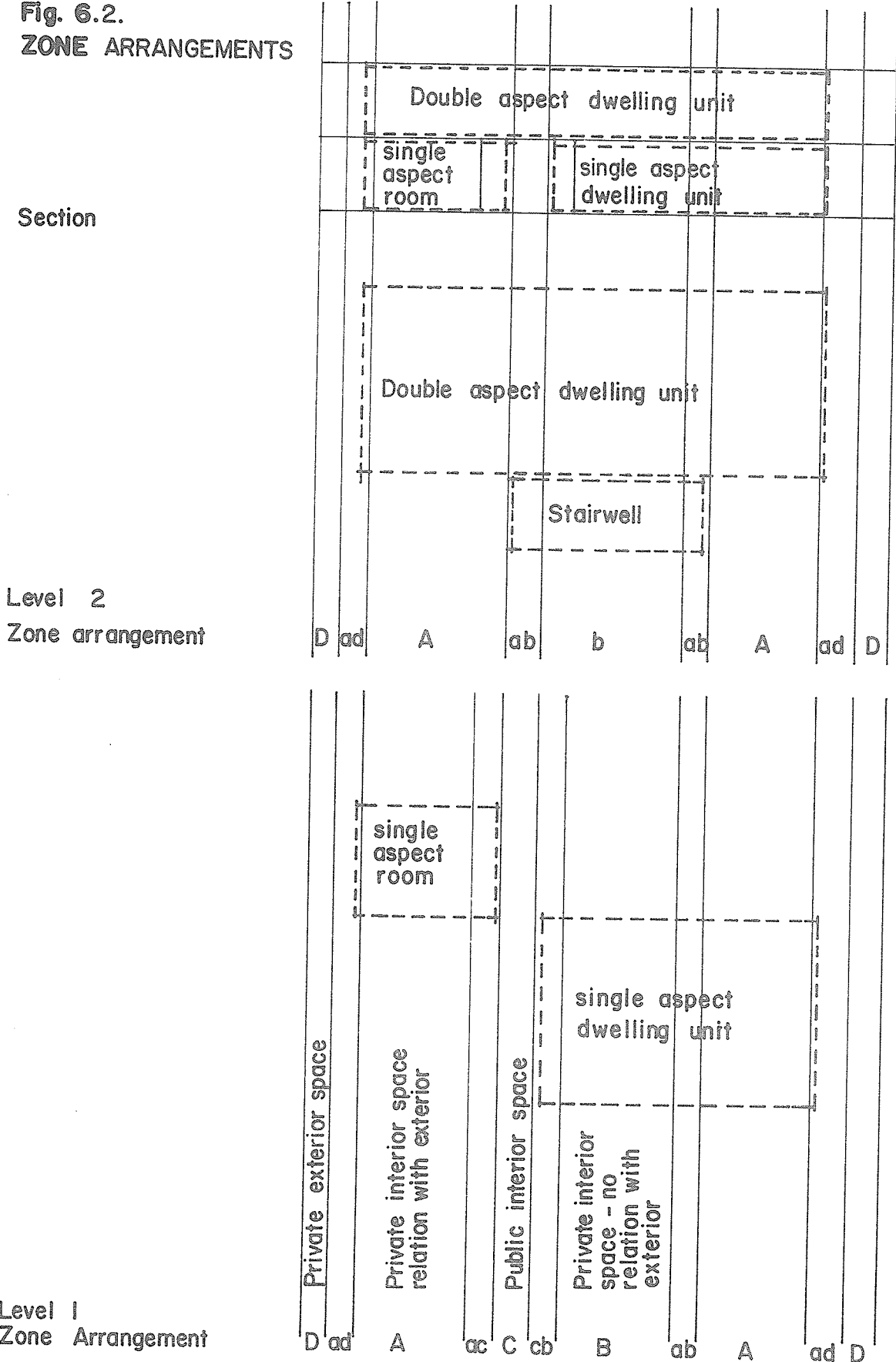
- (1) The minimum areas required by law. Municipal by-laws should relate minimum dimensions and areas to sectors instead of rooms. A minimum size dwelling is then composed of one or more sectors that may be freely partitioned.
- (2) The need for a maximum and a minimum sector area that can be rented by property management either separately as a dwelling or in combination with other sectors to form larger dwellings.
- (3) The technical and economic limitations of maximum and minimum structural spans.
- (4) The size of general, specific and utility functions and their combinations within a sector.

Of these above four considerations, point (4) is analyzed in detail in Chapter V; the dimensions of zones, margins and sectors are related to the size of dwelling functions in existing student housing situations in Winnipeg (see figs. 5.16., 5.17., 5.18.).

Zoning Arrangement

Figure 6.2 illustrates the proposed zoning arrangement for a model support structure design. At one level the arrangement is D, A, C, B, A, D, with margins between each zone. This gives the possibility for single rooms on one side and single aspect dwelling units on the other side of a public interior corridor. At another level, the arrangement becomes D, A, B, A, D, with an enlarged ab margin replacing the C zone. This gives the possibility

Fig. 6.2.
ZONE ARRANGEMENTS



for larger double aspect dwelling units with access via stairwells.

Dimensions of Zones Margins and Sectors

Figure 6.3. illustrates the zoning arrangement D, A, C, B, A, D at Level one and D, A, B, A, D, at level two. Each of these zones and their adjacent margins are assigned a dimension at this stage of the analysis that corresponds to the dimensions of similar zones and margins found in existing student housing situations in Winnipeg (see figs. 5.16., 5.17., 5.18.).

Figure 6.3. also illustrates three sectors X, Y, and Z, each with a different dimension. These dimensions are also based on existing sector dimensions found in student housing. Sector margins have not been assigned a dimension since the size of structural material is not assumed. Analysis of municipal by-laws, property management requirements and structural limitations would generate more definitive dimensions and areas. This however, is beyond the scope of this thesis and it is a subject for further study.

Figure 6.4. is a sketchy analysis of the various dwelling functions that may occur within the A and B sectors. A more in-depth analysis is required to determine a majority of the combinations of functions. Perhaps computer analysis may be introduced at this level.

Figure 6.5. illustrates the main elements of the design model for a support structure. They are listed as follows:

1. It is composed of six different size sectors that can become dwellings independently or in combination (zoned areas).
2. The sectors are defined by structural bearing walls pierced in appropriate places to allow for various horizontal combinations of sectors.

Fig. 63.
DIMENSIONS OF ZONES
MARGINS SECTORS

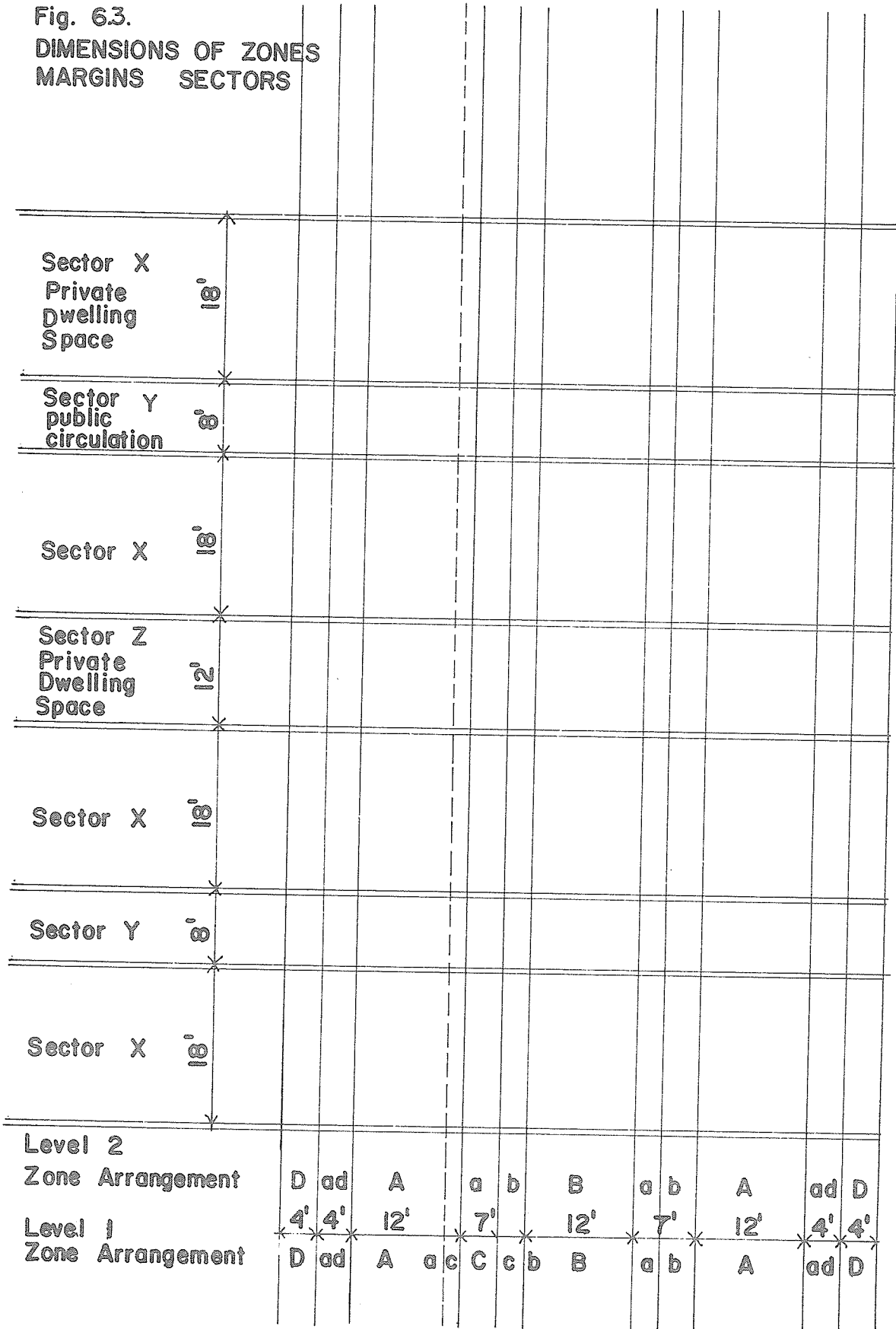


Fig. 6.4.
SECTOR ANALYSIS

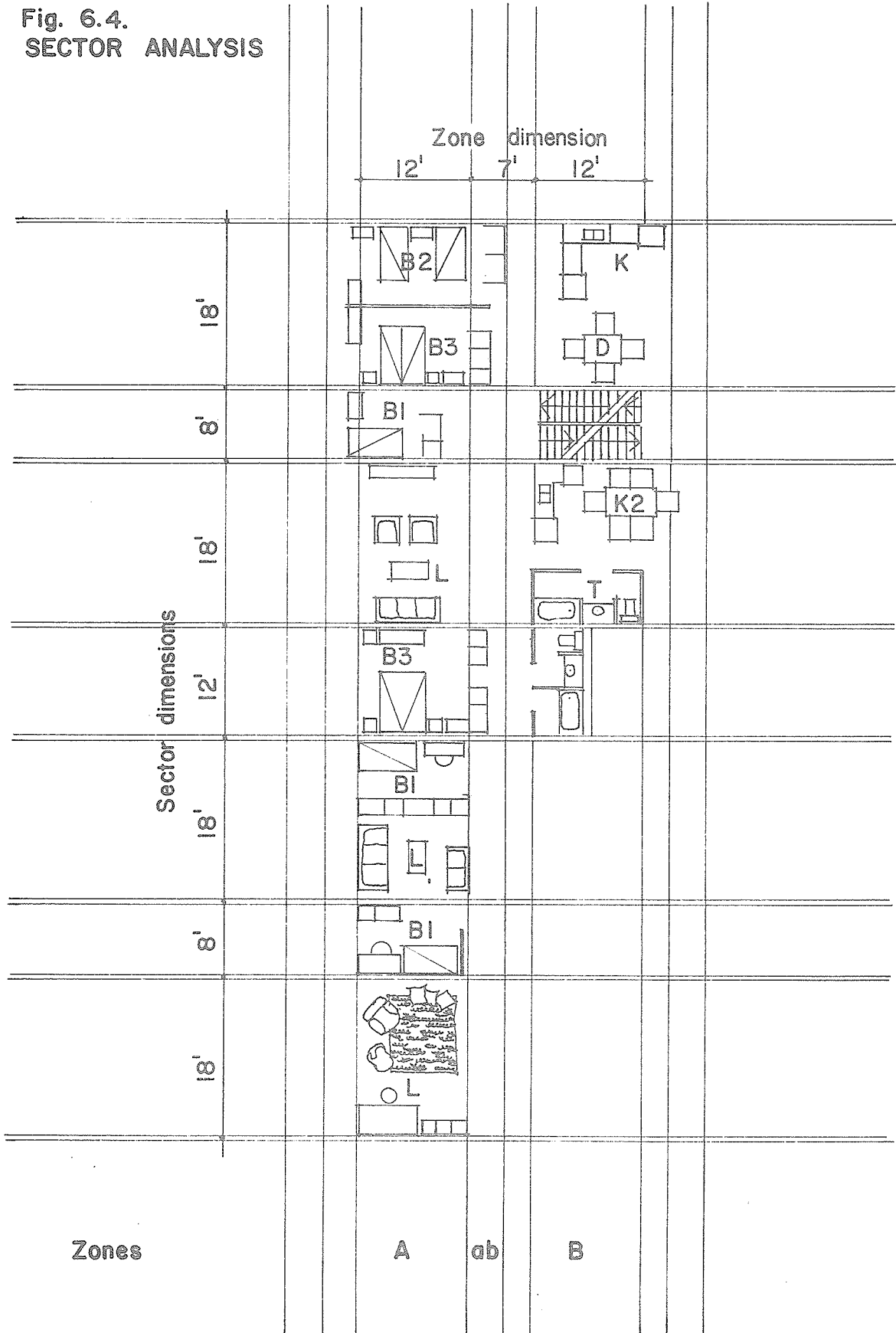
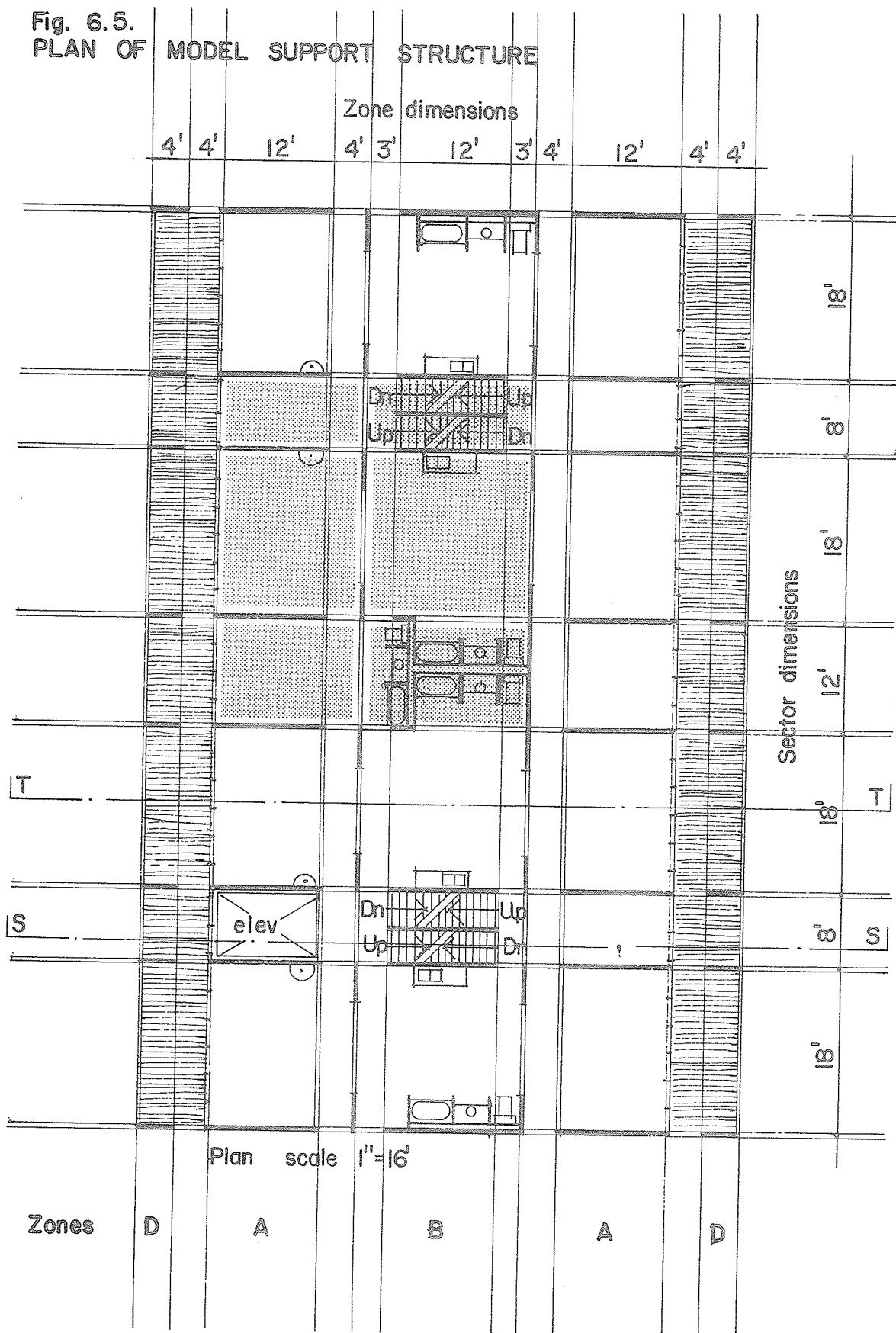


Fig. 6.5.
PLAN OF MODEL SUPPORT STRUCTURE

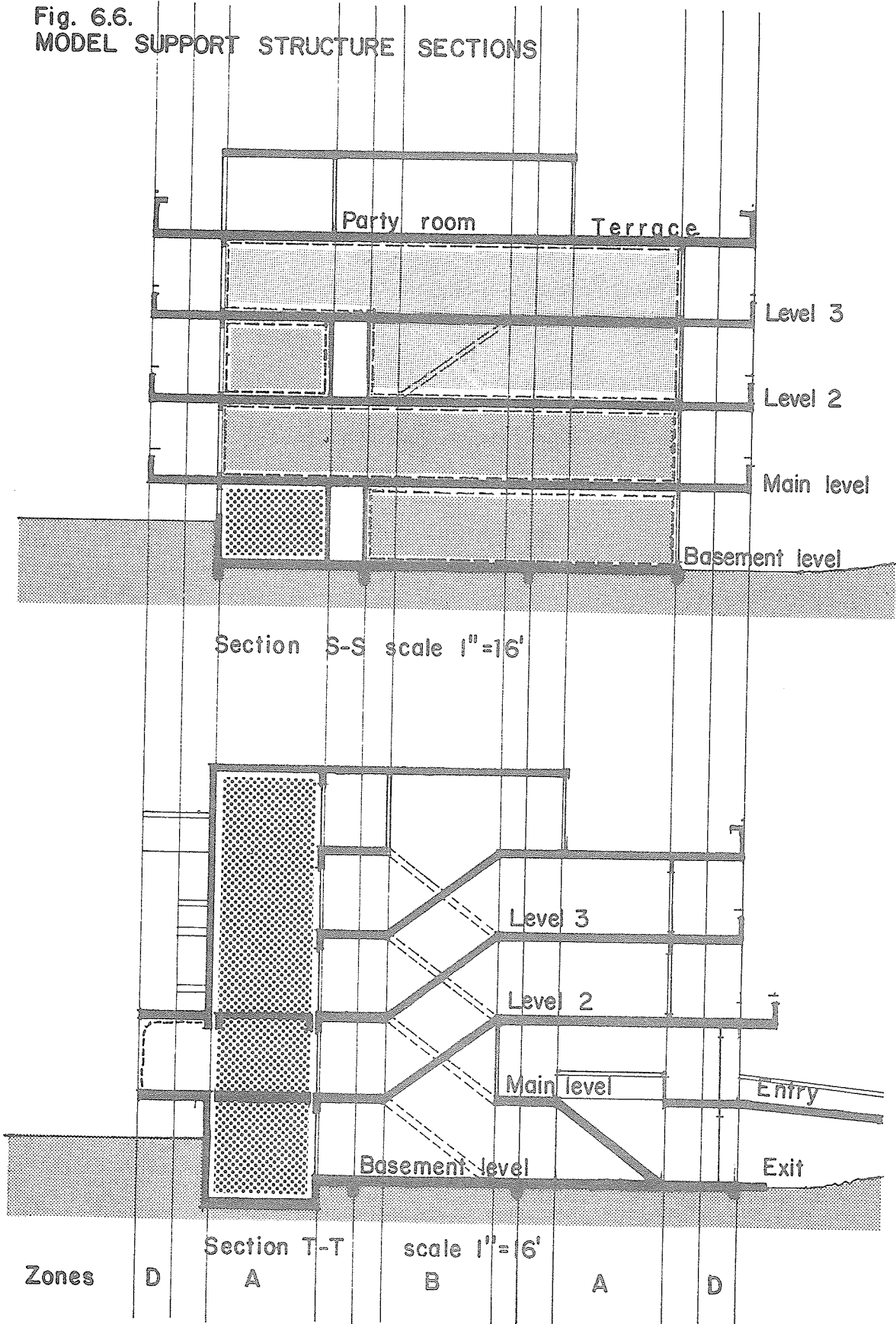


3. A service elevator opens to the outside at the main level and to the inside at other levels.
4. The facade is fixed but the panels are interchangeable (translucent, transparent and opaque). A flexible facade can be erected outside or inside of the fixed facade to create a buffer zone.
5. The fixed plumbing fixtures include the tub, basin and toilet; the kitchen sink and drain board are detachable along with the separate wash basin in Zone A. The fixed plumbing fixtures can be combined in various ways by using partitions.
6. The balconies are wide to accommodate outdoor activities such as barbecuing, child play, and sun bathing. It also allows for enclosure and the creation of a buffer zone such as a greenhouse.
7. The scissors stairs offer two means of egress from a variety of dwelling types and they also permit vertical expansion for two dwellings within support structure.

Section T-T (Figure 6.6.) illustrates the separate exit and entrance for the scissors stairs. Main entrance is at a half level above grade and it connects to one side of the scissors stairs. Exit from the other-side of the scissors stairs is at a half level below grade. The main level and basement level are interconnected by a flight of stairs and this stair plus the interconnection at the roof level permits free circulation of both sides of the scissors stairs.

Section S-S illustrates the various types of dwellings that are possible. At the basement level, a public corridor separates single aspect dwellings from service spaces (including exchange facility, workshop, storage, mechanical). Double aspect dwellings are possible at the main level.

Fig. 6.6.
MODEL SUPPORT STRUCTURE SECTIONS



A public corridor at level two separates single aspect rooms from the lower floor of two storey dwellings. The upper floor is at level three and the internal vertical circulation between floors is via one side of the scissors stairs. The roof functions as public outdoor space (terrace) and public indoor space such as a party or meeting room.

Figure 6.7. illustrates possible single aspect rooms that occur at level two. Single aspect dwellings are illustrated in figure 6.8. and they are possible at the basement level or level two. Figure 6.9. illustrates double aspect dwellings that are possible at the main level and the third level. Figure 6.10. illustrates possible two storey dwellings with the lower floor at level two and the upper floor at level three. Figures 6.11., 6.12., 6.13., and 6.14. illustrate one possible combination of dwelling types within the model support structure.

Figure 6.15 illustrates public indoor and outdoor space at the roof level. Note that one side of each scissors stairs affords private access (toned area) to the roof from the two storey dwellings below.

Fig. 6.7.
SINGLE ASPECT ROOMS

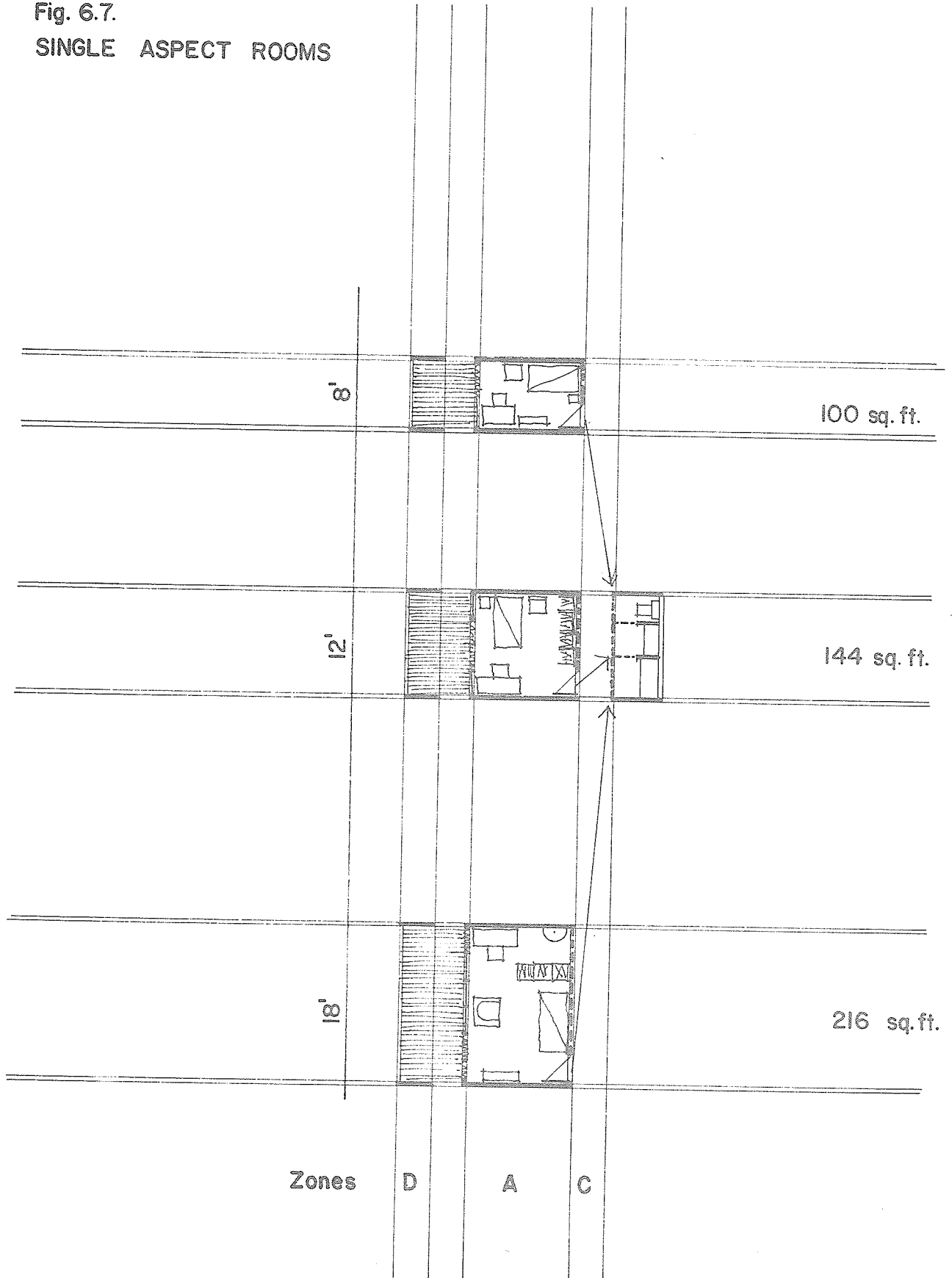


Fig. 6.8.
SINGLE ASPECT DWELLINGS

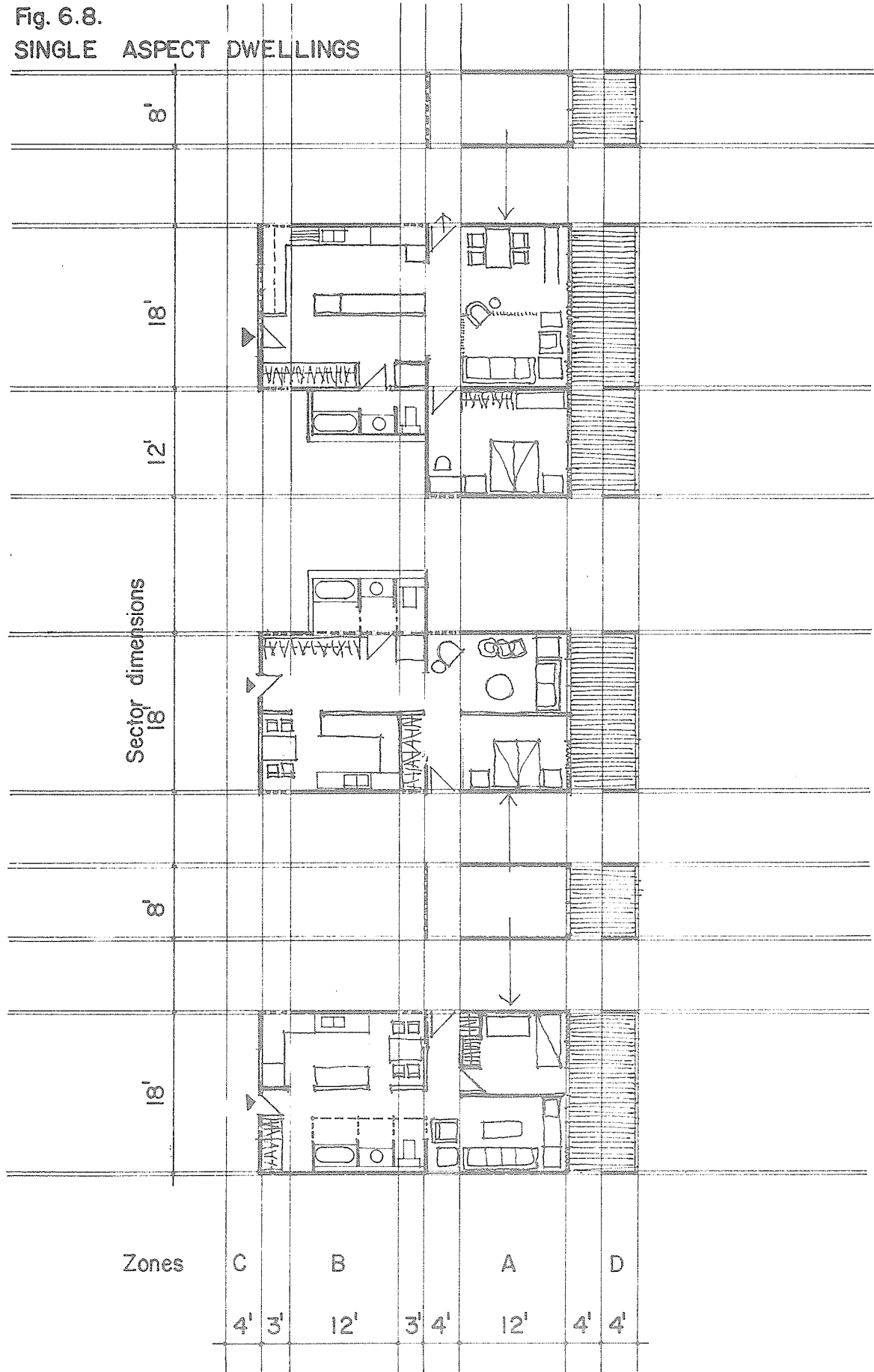


Fig. 6.9.
DOUBLE ASPECT DWELLINGS

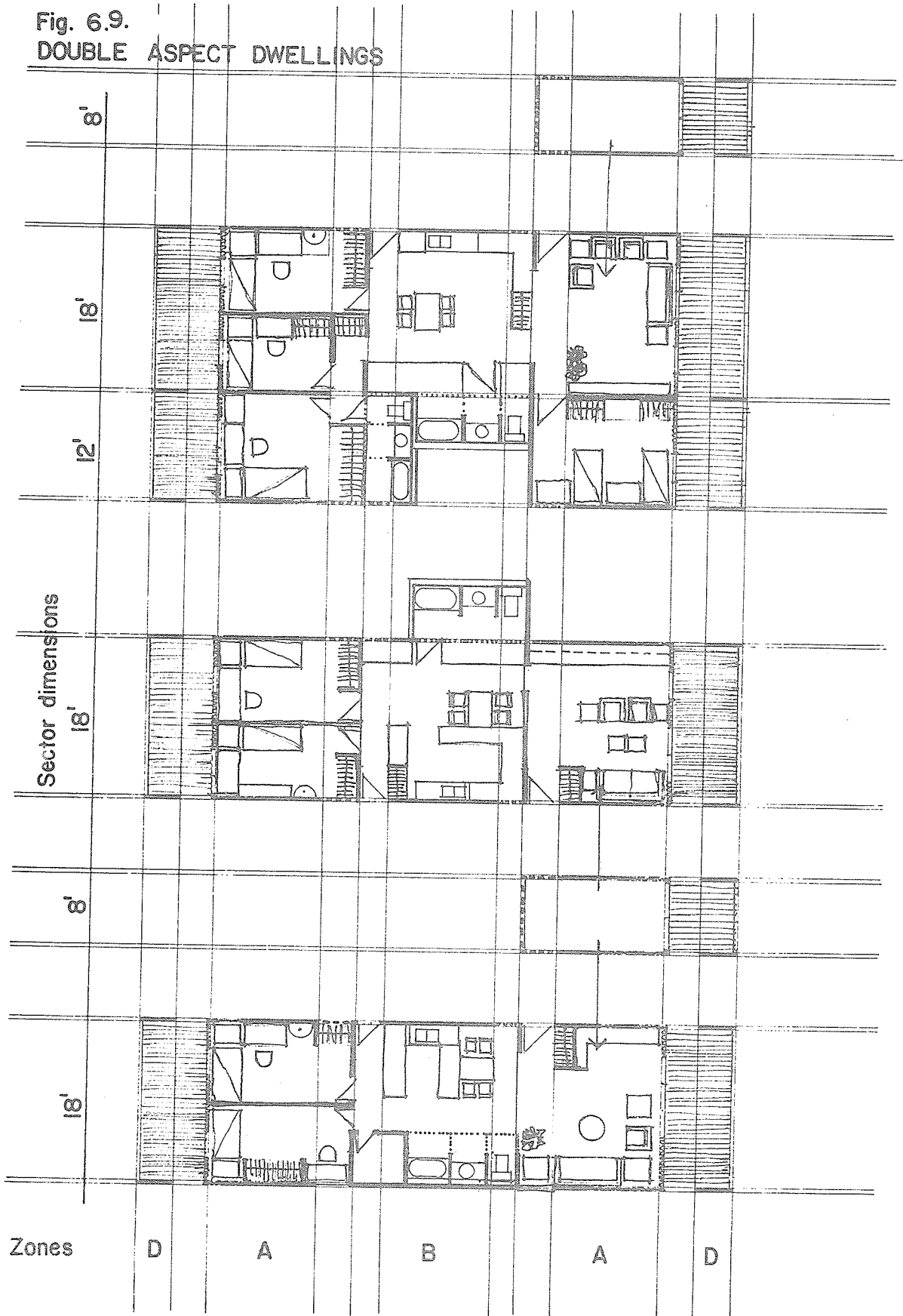


Fig. 6.10.
TWO STOREY DWELLINGS

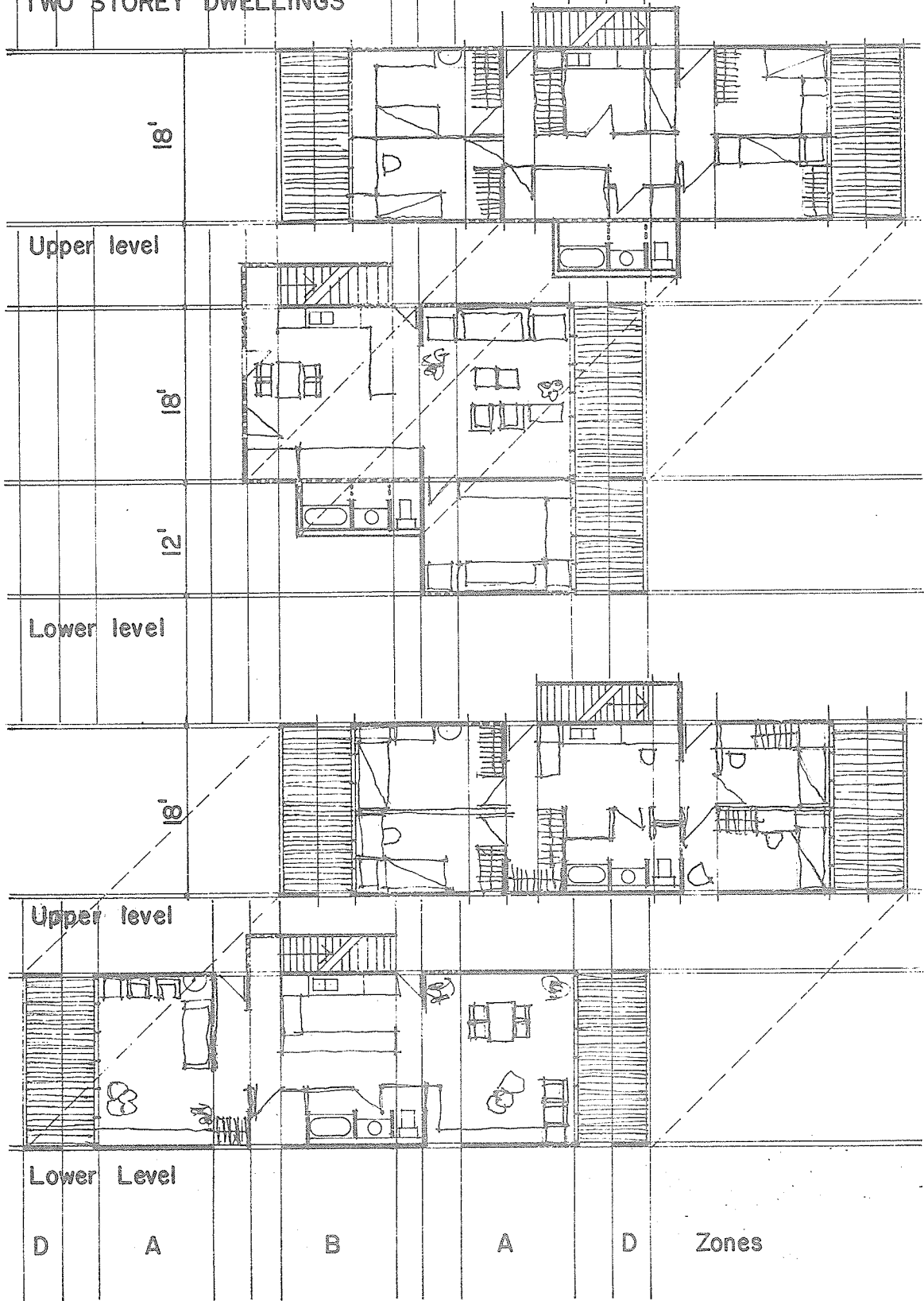


Fig. 6.12
MAIN LEVEL PLAN

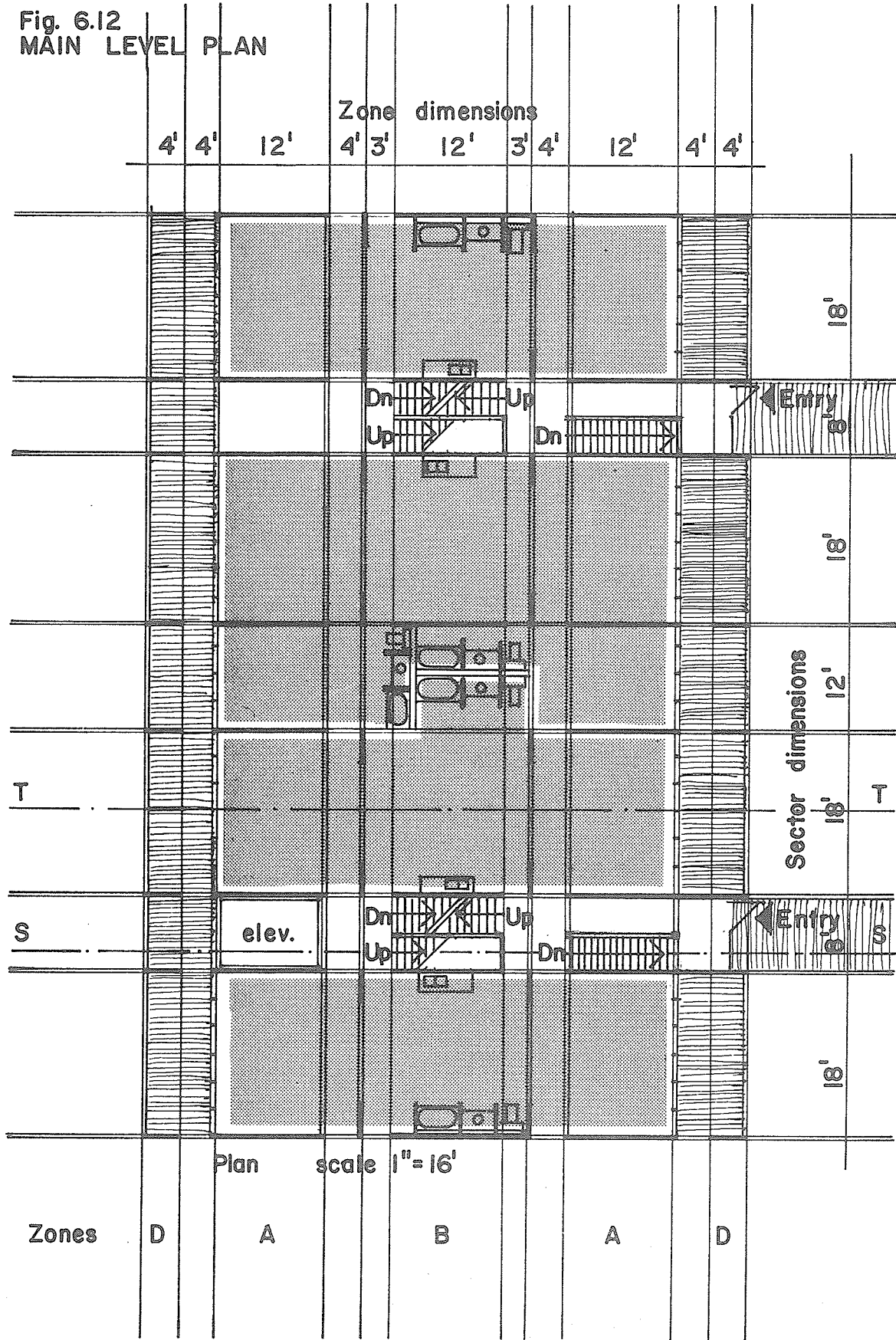


Fig. 6.13.
SECOND LEVEL PLAN

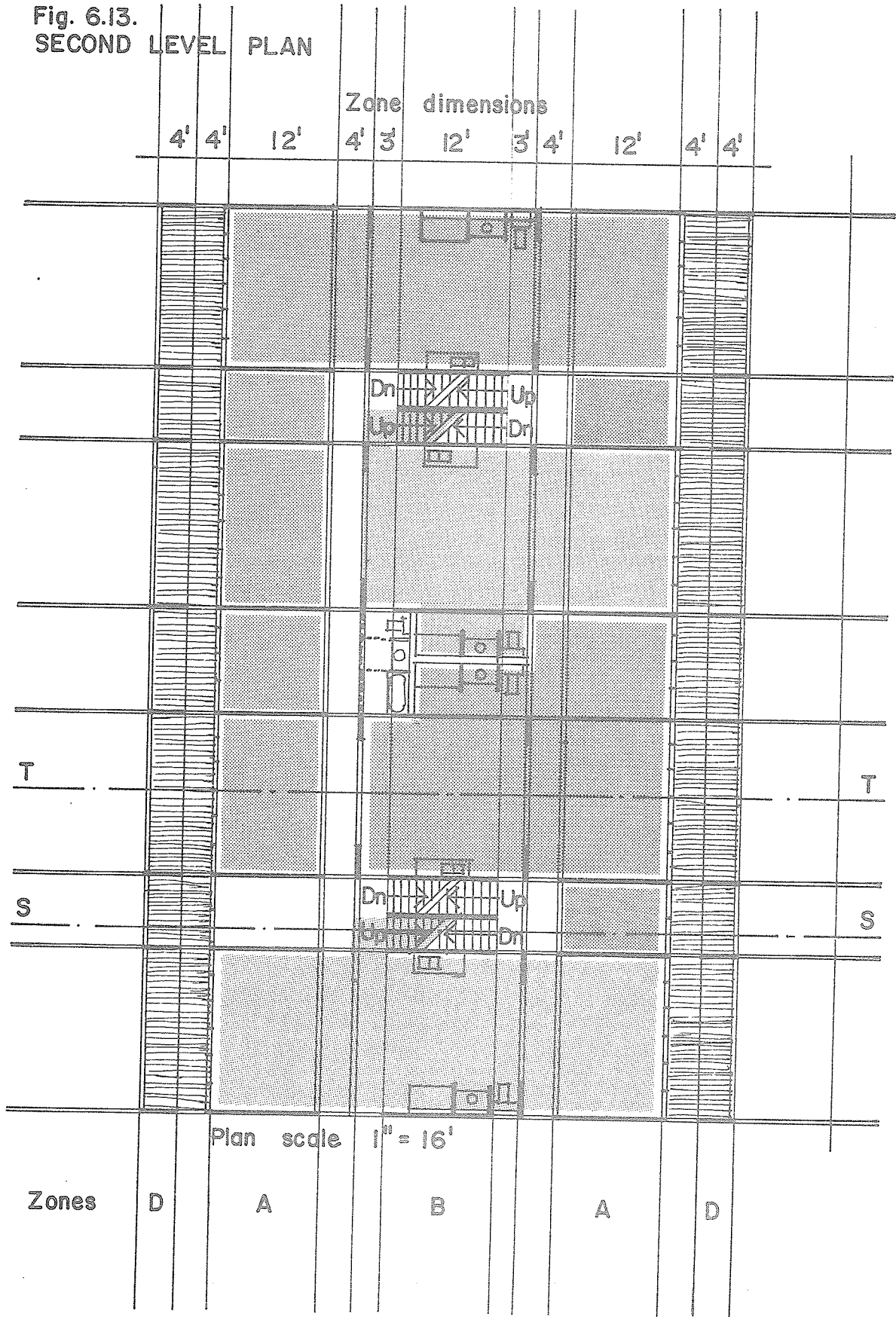


Fig. 6.14
THIRD LEVEL PLAN

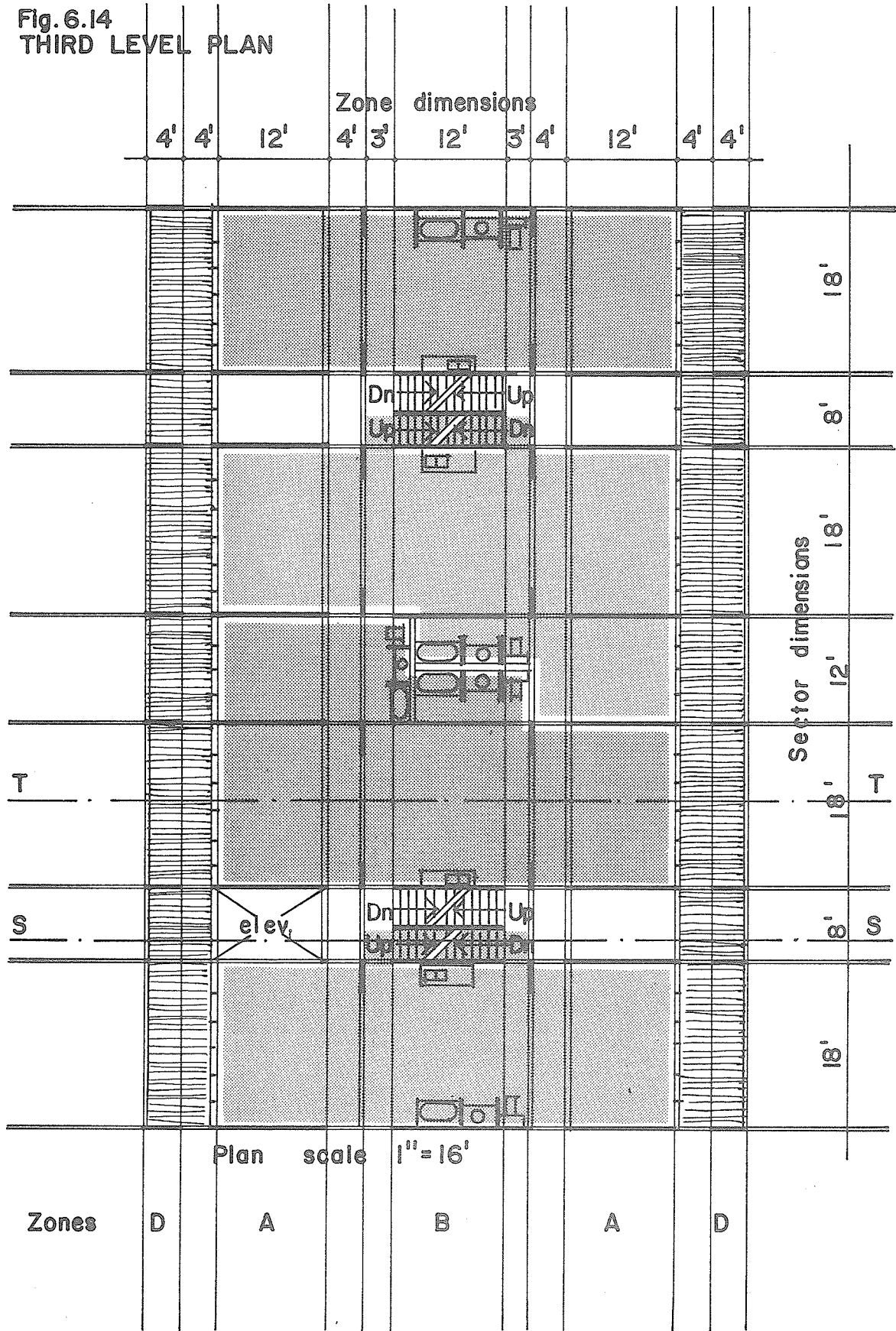
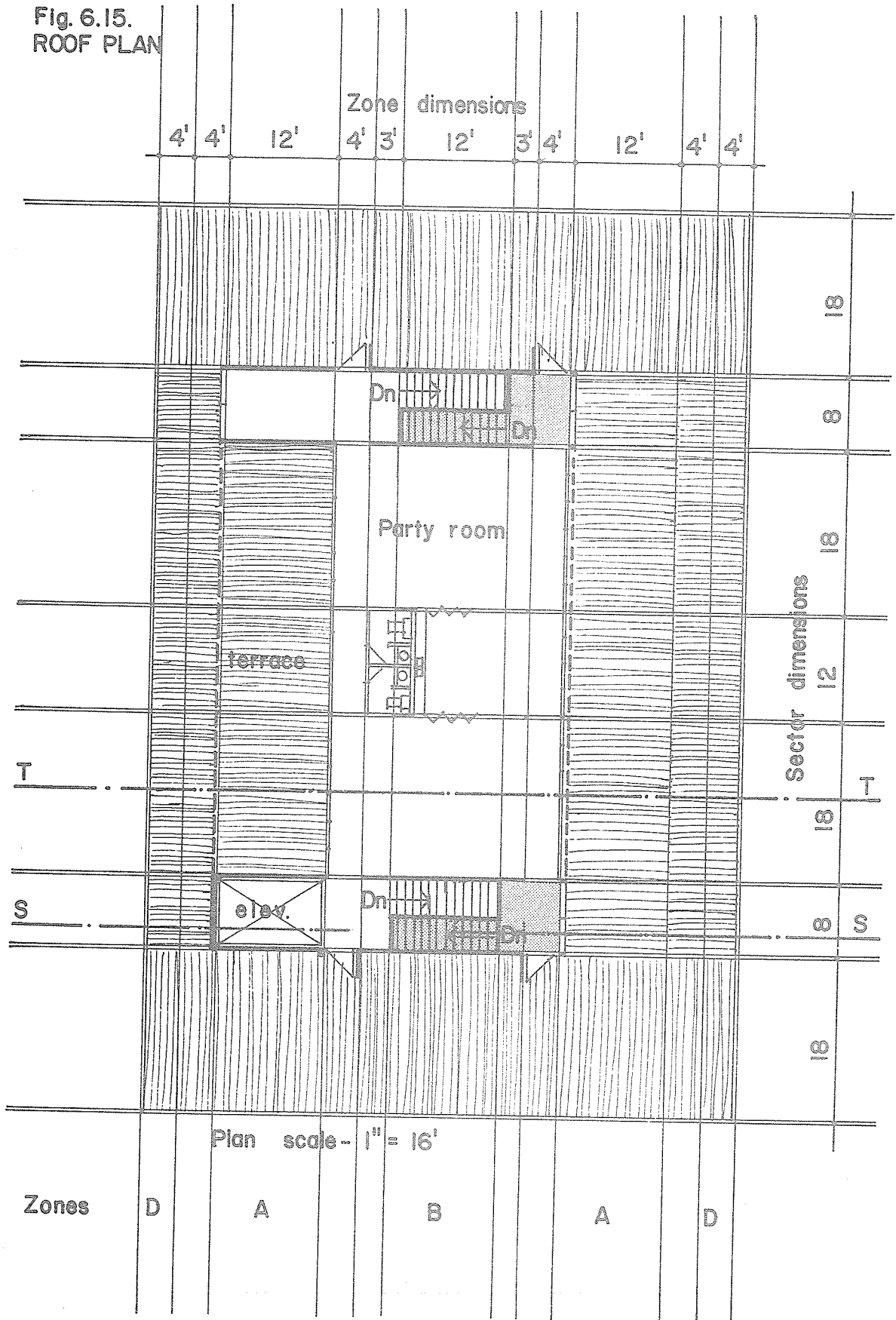


Fig. 6.15.
ROOF PLAN



CONCLUSIONS

After studying examples of European housing projects in Chapter I and analyzing Winnipeg student housing in Chapter V, it is apparent that personalization of dwelling space is the natural result of the act of dwelling. A natural relationship exists between man and dwelling independent of cultural differences.

The activities of adapting the physical environment can be categorized into at least seven types of personalization (or communalization) of dwelling space as discussed and illustrated in the Introduction. These categories do not necessarily encompass all forms of adaptation of the dwelling environment, but on the other hand, not all seven types of personalization are made manifest in a specific situation such as student co-operative rental housing. There are many limiting forces acting on the housing process; four are analyzed: life styles, legal agreements, property management and the physical environment.

Life styles refers to a style of living. There are at least four styles of living in student society: living individually, living as a married couple (or living common law), living as a family with children, and living communally. Each style of living is a stage in the life cycle through which each individual takes a different path. At each stage, there are certain requirements for a volume of dwelling space, and each style of living requires a definite subdivision of space into personal and communal areas and utility rooms. However, modern student housing offers at best three alternatives: bachelor apartments and one bedroom or two bedroom

apartments. Most students can adapt their styles of living according to the layout and size of the dwelling space, but there are also some students who would take advantage of the opportunity to adapt the physical environment to better accommodate their style of living.

It is proposed that in addition to an individual's right of say to personalize dwelling space by rearranging landlord's furnishings in a furnished dwelling (type 1) or personal furnishings in an unfurnished dwelling (type 2), and refinishing dwelling space (type 3), students need the right of say to repartition dwelling space (type 4) in order to create the desired numbers, sizes and locations of personal, and communal areas.

The design of the facade in a repartitionable dwelling is important. On the one hand, it can be designed with a band of windows such as Mies Van der Rohe's Apartment House in Stuttgart, Germany (1927). Alternatively, the facade can be designed with interchangeable facade elements such as the Montereau Apartment Tower by the Arsene-Henri Brothers in Rheims, France (1970). A fixed facade with a band of windows interrupted by structural mullions or solid panels is most suitable for a subarctic climate such as in Winnipeg. However, modern apartment buildings have sliding glass doors onto private outdoor spaces that are technically successful. The greater area of a facade could be constructed with similar interchangeable or sliding panels that are transparent, translucent or opaque. Therefore, windows and solid panels could be located according to the internal layout of personal and communal spaces.

Since a majority of students remain at a fixed address for a relatively short term of tenancy (generally eight months to one year), they may not want to expand their dwelling into vacant adjacent internal space (type 6). If the term of tenancy is more than one year and the style of living demands more space, then students may take advantage of this option as opposed to

moving personal belongings into a larger dwelling space in another neighborhood.

It is concluded that interchanging plumbing fixtures (type 5) does not gain much advantage as far as internal layout of dwelling space is concerned. This type of action seems viable only in conjunction with internal expansion into vacant adjacent space where additional or different plumbing fixtures are required. Alternatively the washroom plumbing fixtures (tub, basin, w.c.) can be fixed in a location that permits various combinations in one or several spaces and the kitchen plumbing fixture (sink) can be detachable.

Internally expandable (or contractable) dwelling space with a limited number of interchangeable plumbing fixtures (kitchen sink) can be advantageous for property management. A variety of dwelling types and sizes can be offered for rent to a market that is constantly changing. A dwelling can be modernized by updating plumbing fixtures.

Property management utilizes tenancy agreements to specify a tenant's right of say regarding personalization of dwelling space. The standard form of tenancy agreement as prescribed by Part IV of The Landlord and Tenant Act does not limit the act of dwelling. The intent of the new legislation is to regain a balance between the respective rights of tenants and landlords, to ensure a tenant's right to a premises in good condition and fit for habitation according to municipal by-laws, and to improve the bargaining position of tenants in order to make the freedom to contract more realistic. However, a landlord's right (as applied by property managers) to include additional terms in a tenancy agreement that are not negotiated with a tenant usually results in an agreement that restricts specific types of personalization such as repartitioning. Since The

Landlord and Tenant Act assumes that municipal by-laws ensure a tenant of a dwelling fit for habitation, there are no statutes that give tenants the right to adapt the physical environment in order to make it more fit for habitation. Therefore a tenant's ability to bargain with a landlord concerning the right of say to personalize dwelling space depends upon their relationship and the character of the physical environment in each specific situation.

Municipal by-laws translate the policy - a dwelling must be fit for habitation - into a set of minimum quantitative requirements that tend to generate conformity of dwelling units. This policy needs to be translated into requirements that recognize the need to reintroduce a natural relationship into rental housing where housing is the process of people adapting their dwelling environment instead of people having to adapt their style of living according to the design of an inflexible environment.

To conclude, it seems that a margin separates those aspects of the physical environment that are a part of a set of detachable units from those aspects of the physical environment that are a part of a support structure. Presently, rearranging furnishings is within the right of say of an individual whereas repartitioning, interchanging plumbing fixtures, internal or external expansion of dwelling space and interchanging facade elements is within the right of say of a landlord or community as represented by a property manager. Refinishing dwelling surfaces is within the margin between the two spheres of influence. The main proposition of this thesis is that the margin should be enlarged to encompass more types of actions that can be either the right of say of an individual or the community.

APPENDIX A

THE LANDLORD AND TENANT ACT: PART IV

STANDARD FORM OF TENANCY AGREEMENT

STANDARD CONDITION REPORT FORM

PART IV

Application of Part IV.

82 Except as specifically provided in this Part, this Part applies to tenancies of residential premises and tenancy agreements notwithstanding any other Act or Parts I, II or III of this Act or any agreement or waiver to the contrary entered into or renewed before and subsisting when this Part comes into force or entered into after this Part comes into force.

En. S.M. 1970, c. 106, s. 3.

Landlord to provide tenant with copy of agreement.

83 (1) Where, after the coming into force of this Part, a tenancy agreement in writing

(a) is executed by both the tenant and the landlord or his agent; or

(b) is executed by the tenant and delivered to the landlord for execution by him or his agent;

the landlord or his agent, as the case may be, shall within twenty-one days after execution under clause (a) or within twenty-one days after delivery by the tenant under clause (b), provide the tenant with a fully executed duplicate original copy of the tenancy agreement.

En. S.M. 1970, c. 106, s. 3.

Failure to deliver copy of tenancy agreement.

83 (2) Where a copy of the tenancy agreement is not delivered to the tenant in accordance with subsection (1), the obligations of the tenant thereunder cease until the copy is delivered to him.

En. S.M. 1970, c. 106, s. 3.

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Security deposits.

84 (1) A landlord shall not require or receive a security deposit from a tenant under a tenancy agreement entered into or renewed after this Part comes into force in an amount that exceeds one half month's rent under the tenancy agreement.

En. S.M. 1970, c. 106, s. 3.

Damage.

84 (2) In determining the disposition of a security deposit, ordinary wear and tear shall not constitute damage to the premises.

En. S.M. 1970, c. 106, s. 3.

Post-dated cheques.

84 (3) On, from and after the coming into force of this Part, a tenancy agreement shall not include a provision for the delivery of any post-dated cheque or other negotiable instrument to be used for payment of rent.

En. S.M. 1970, c. 106, s. 3.

Coercing tenant to deliver post-dated cheques.

84 (4) Where a landlord or his agent coerces or attempts to coerce a tenant or offers any monetary or other consideration to a tenant to induce the tenant to deliver any post-dated cheques or other instruments to the landlord or agent, the landlord or agent, as the case may be, is guilty of an offence under this Act.

En. S.M. 1971, c. 35, s. 2; Am. S.M. 1970, c. 106, s. 3;
Am. S.M. 1971, c. 35, s. 2.

Appointment of rentalsmen.

85 (1) For the purposes of this Part, the Lieutenant Governor in Council may designate one or more persons as rentalsmen who shall, in addition to carrying out such duties as are required by this Act, carry out such other duties and perform such functions as may be prescribed by the Lieutenant Governor in Council.

En. S.M. 1970, c. 106, s. 3.

Rentalsmen appointed for specified area.

85 (2) A rentalsman designated under subsection (1) may be designated from among persons employed in the government service and may be required to serve within a specified area of the province.

En. S.M. 1970, c. 106, s. 3.

Functions of office of rentalsman.

85 (3) The functions of the office of rentalsman are

- (a) to advise landlords and tenants in tenancy matters;
- (b) to receive complaints and mediate disputes between landlords and tenants;
- (c) to disseminate information for the purpose of educating and advising landlords and tenants concerning rental practices, rights and remedies; and
- (d) to receive and investigate complaints of conduct in contravention of legislation governing tenancies.

En. S.M. 1970, c. 106, s. 3.

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Access to documents.

85 (4) For the purpose of investigating a specific complaint under this Act, the rentalsman or any person authorized by him for the purpose, shall, pursuant to an order under subsections (7) and (8), have access to residential premises to which this Act applies, during reasonable hours and to specific documents, correspondence and records relevant to the complaint and may make copies thereof or take extracts therefrom.

En. S.M. 1971, c. 35, s. 3.

Information confidential.

85 (5) Except for the purposes of a prosecution under this Act, or in any court proceedings, or for the purpose of the administration and enforcement of this Act, neither the rentalsman nor any authorized person shall

- (a) knowingly communicate, or allow to be communicated, to any person any information obtained by or on behalf of the rentalsman under this section; or
- (b) knowingly allow any person to inspect, or to have access to, any copy of any book, record, document, file, correspondence, or other record obtained by, or on behalf of, the rentalsman under this section.

En. S.M. 1971, c. 35, s. 3.

Exception.

85 (6) Subsection (5) does not prohibit

- (a) the communication of information by the rentalsman to persons charged with the administration of any statutes of Canada or of any other province that relate to the subject matter of this Act; or
- (b) the communication by the rentalsman of any information with the consent of the person to whom that information relates; or
- (c) the release or publication by the rentalsman, with the consent of the owner of any book, record, document, file, correspondence or other record, or a copy thereof.

En. S.M. 1971, c. 35, s. 3.

Court order for access to documents.

85 (7) In carrying out the powers conferred and the duties imposed on the rentalsman under this Act, the rentalsman or any person authorized by him for the purpose may apply to a judge of the County Court for an order granting him access to residential premises, documents, files, correspondence, records and accounts of a person carrying on business to which this Act relates and authorizing him to make copies thereof or to take extracts therefrom.

En. S.M. 1971, c. 35, s. 3.

Order of County Court judge.

85 (8) A judge of the County Court may, on an ex parte application, issue the order applied for if he is satisfied that the authority for access is reasonable and necessary.

En. S.M. 1971, c. 35, s. 3; Am. S.M. 1971, c. 35, s. 3

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Return of security deposit.

86 (1) Where a landlord or anyone on his behalf receives from a tenant a security deposit, the landlord shall, subject to section 87, within fourteen days after the expiration or termination of the tenancy return the security deposit with interest thereon of at least four per cent per annum compounded annually and calculated for the time elapsed between

- (a) September 15, 1970, or the date on which the security deposit is made by the tenant, whichever is later; and
- (b) the date of expiration or termination of the tenancy or the date on which the tenant goes out of possession of the premises, whichever is the later.

En. S.M. 1971, c. 35, s. 4.
Am. S.M. 1972, c. 39, s. 1.

Retroactivity.

86 (2) Notwithstanding any other provision of this Act and notwithstanding that this section comes into force on a date to be fixed by proclamation, it is retroactive and shall be deemed to have been in force on, from and after the fifteenth day of September, 1970.

En. S.M. 1971, c. 35, s. 4.
Am. S.M. 1972, c. 39, s. 1.

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Objection by landlord to return of deposit.

87 (1) Where a dispute arises between a landlord and a tenant as to the return of the security deposit or any part thereof on the allegation of the landlord

(a) that the tenant has caused damage to the residential premises concerned; or

(b) that the tenant is in arrears in payment of his rent;

the landlord shall forthwith

(c) in writing notify the rentalsman and the tenant of his reasons for objecting to the return of the security deposit or any part thereof to the tenant; and

(d) at the same time, forward the amount of the security deposit with interest thereon of at least four per cent per annum compounded and calculated as required under section 86, to the rentalsman;

and with respect to the alleged damage, the landlord shall furnish the rentalsman with a detailed description thereof together with an estimate of the cost of repairing the damage.

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 5.

Mediation by rentalsman.

87 (2) Where under subsection (1) the rentalsman receives a notification from a landlord, he shall as soon as is reasonably possible, endeavour to obtain an agreement between the landlord and tenant as to the manner in which the security deposit should be dealt with; and if the landlord and tenant fail to reach an agreement, then the rentalsman shall continue to hold the deposit to be disposed of in accordance with subsection (3) or (5).

En. S.M. 1970, c. 106, s. 3.

Arbitration.

87 (3) Notwithstanding subsection (2), where there is disagreement between a landlord and a tenant as to the manner in which a security deposit is to be dealt with, the landlord and tenant may in writing agree to have the rentalsman act as an arbitrator; and in such a case, the finding of the rentalsman is final and binding on the landlord and tenant and is not subject to appeal or review by any court of law.

En. S.M. 1970, c. 106, s. 3.

Arbitration Act not to apply.

87 (4) The Arbitration Act does not apply to an arbitration under subsection (3).

En. S.M. 1970, c. 106, s. 3.

Duration of mediation or arbitration.

87 (5) Where under this section a rentalsman mediates or arbitrates a dispute respecting the disposition of a security deposit, and fails within thirty days to complete the mediation or arbitration, as the case may be, he shall in writing forthwith notify the parties concerned of his inability to complete the mediation or arbitration together with his reasons for failing to complete the mediation or arbitration; and if within ten days from the date of receipt of the notification the landlord does not commence an action for the security deposit and interest held by the rentalsman, the rentalsman shall return the security deposit and interest to the tenant.

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 5.

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Distress abolished.

88 No landlord shall distress for default in payment of rent whether a right of distress has heretofore existed by statute, the common law or contract.
En. S.M. 1970, c. 106, s. 3.

Interesse termini abolished.

89 The doctrine of interesse termini is abolished, and all tenancy agreements are capable of taking effect at law or in equity from the date fixed for commencement of the term, without actual entry or possession.
En. S.M. 1970, c. 106, s. 3.

Frustration.

90 The doctrine of frustration of contract applies to tenancy agreements and The Frustrated Contracts Act applies thereto.
En. S.M. 1970, c. 106, s. 3.

Covenants inter-dependent.

91 Subject to this Part, the common law rules respecting the effect of the breach of a material covenant by one party to a contract on the obligation to perform by the other party apply to tenancy agreements.
En. S.M. 1970, c. 106, s. 3.

Covenants in posse and in esse.

92 Covenants concerning things related to the rented premises run with the land whether or not the things are in existence at the time of the demise.
En. S.M. 1970, c. 106, s. 3.

Right to assign or sublet.

93 (1) Subject to subsection (3), a tenant has the right to assign, sublet or otherwise part with possession of the rented premises.
En. S.M. 1970, c. 106, s. 3.

Exception.

93 (2) Subsection (1) does not apply to a tenant or premises administered by or for the Government of Canada or Manitoba or a municipality, or any agency thereof, developed and financed under the National Housing Act, 1954 (Canada).
En. S.M. 1970, c. 106, s. 3.

Consent.

93 (3) A tenancy agreement may provide that the right of a tenant to assign, sublet or otherwise part with possession of the rented premises is subject to the consent of the landlord, and, where it is so provided, the consent shall not be arbitrarily or unreasonably withheld.
En. S.M. 1970, c. 106, s. 3.

Charges.

93 (4) A landlord shall not make any charge for giving his consent referred to in subsection (3) except his reasonable expenses incurred thereby not exceeding the sum of ten dollars.
En. S.M. 1970, c. 106, s. 3.
Am. S.M. 1971, c. 35, s. 6.

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Mitigation of damages.

94 (1) Where a tenant abandons the premises in breach of the tenancy agreement, the landlord's right to damages is subject to the same obligation to mitigate his damages as applies generally under the rule of law relating to breaches of contract.

En. S.M. 1970, c. 106, s. 3.

Storage of chattels.

94 (2) Unless a tenant and a landlord have made a specific agreement to the contrary for storage of chattels, where a tenant leaves chattels on a premises after

- (a) abandoning the premises in breach of the tenancy agreement; or
- (b) going out of possession of a premises upon termination or expiration of a tenancy agreement;

the landlord may remove the chattels from the premises and place them in safe storage for a period of at least three months and at the same time provide the rentalsman with an inventory of the chattels so removed.

En. S.M. 1971, c. 55, s. 7.

Disposal of worthless chattels.

94 (2.1) Notwithstanding subsection (2), where the landlord is of the opinion that chattels left on a premises by a tenant who has abandoned the premises or has gone out of possession of the premises upon termination or expiration of a tenancy agreement, have no value or that the storage of the chattels or any part thereof would be unsanitary, he may, with the consent of the rentalsman dispose of the chattels immediately in such manner as the rentalsman may authorize.

En. S.M. 1972, c. 39, s. 2.

Sale of chattels.

94 (3) Where the tenant or any person claiming title to the chattels has not claimed the chattels after three months have expired, the landlord may by public auction sell them or any part thereof, and

- (a) after the sale the landlord shall be entitled to recover back from the proceeds of the sale any actual expenses accrued in respect of the storage and cost of sale and the amount of any judgment given under section 110; and
- (b) record details of the sale and disposition of the proceeds to the rentalsman; and
- (c) pay any excess of the sale proceeds over to the rentalsman who shall in turn pay them out to the Minister of Finance if they are unclaimed by the tenant within one year of the sale.

En. S.M. 1971, c. 35, s. 7; Am. S.M. 1972, c. 39, s. 2. Am. S.M. 1971, c. 35, s. 7.
Am. S.M. 1972, c. 39, s. 2.

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Privacy.

95 Except in cases of emergency and except where the landlord has a right to show the premises to prospective tenants at reasonable hours after notice of termination of the tenancy has been given, the landlord shall not exercise a right to enter the rented premises unless he has first given written notice to the tenant at least twenty-four hours before the time of entry which shall be during daylight hours and specified in the notice; but nothing in this section shall be construed so as to prohibit entry with the consent of the tenant given at the time of entry or where a tenant voluntarily gives consent in writing for a specific purpose or occasion.

En. S.M. 1970, c. 106, s. 3.

Am. S.M. 1971, c. 35, s. 8.

Entry during election campaigns.

96 No landlord or servant of a landlord shall restrict reasonable access to the rented premises by candidates, or their authorized representatives, for election to the House of Commons, the Legislative Assembly, any office in a municipal or metropolitan government or a school board for the purpose of canvassing or distributing election material.

En. S.M. 1970, c. 106, s. 3.

Alteration of locks.

97 (1) Subject to subsection (2), a landlord or tenant shall not, during occupancy of the rented premises by the tenant alter or cause to be altered the locking system on any door giving entry to the rented premises except by mutual consent or except where the rentalsman is of the opinion that the alteration is reasonable.

En. S.M. 1970, c. 106, s. 3.

Safety devices on premises.

97 (2) Every landlord who rents residential premises to a tenant shall install or cause to be installed on the premises, including the door giving entry to the premises, devices necessary to make the premises reasonably secure from unauthorized entry.

En. S.M. 1971, c. 35, s. 9.

Am. S.M. 1971, c. 35, s. 9.

Landlord's responsibility to repair.

98 (1) Subject to subsection (2), a landlord is responsible for providing and maintaining the rented premises in a good state of repair and fit for habitation during the tenancy and for complying with health and safety standards, including any housing standards required by law, and notwithstanding that any state of non-repair existed to the knowledge of the tenant before the tenancy agreement was entered into.

En. S.M. 1970, c. 106, s. 3.

Responsibility of tenant.

98 (2) The tenant shall

- (a) be responsible for ordinary cleanliness of the rented premises; and
- (b) take reasonable care of the rented premises and repair damage to the rented premises caused by his wilful or negligent conduct or such conduct by persons who are permitted on the premises by him; and
- (c) take all reasonable precaution to avoid causing a nuisance or disturbance to other tenants in the building by any person resident in his rented premises or by others who are permitted on the premises by him.

En. S.M. 1971, c. 35, s. 10.

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Failure to fulfil obligation.

98 (3) A failure by a landlord or a tenant to fulfil any of his obligations or responsibilities under this section shall be sufficient reason for the non-offending party to terminate the tenancy agreement in accordance with section 100 but where the failure is by a tenant in respect of his obligations under clause (b) or (c) of subsection (2), the landlord, notwithstanding any other provision of this Act, may terminate the tenancy agreement to take effect on the fifth day following the date on which notice to terminate is given to the tenant by the landlord.

En. S.M. 1972, c. 39, s. 3.

Creating a nuisance or disturbance.

98 (4) Where a tenant or any person who is permitted on the premises by the tenant, causes a nuisance or disturbance to other residents in the building, the landlord of his own volition, or upon complaint made to him by any person resident in the building, shall, if he is satisfied that the complaint is justified, request the tenant or the person causing the nuisance or disturbance to discontinue the nuisance or disturbance; and if it is not discontinued upon request, the landlord or the complaining resident in the building may lay an information before a magistrate against the offending tenant or person, or both of them.

En. S.M. 1972, c. 39, s. 3.

Offence and penalty for creating nuisance or disturbance.

98 (5) Where a magistrate who hears an information laid under subsection (4) finds that a nuisance or disturbance was caused as alleged and that the tenant or person failed upon request by the landlord to discontinue the nuisance or disturbance, the tenant, or the person who caused the nuisance or disturbance is guilty of an offence and on summary conviction is liable to a fine of not less than twenty five dollars or more than one hundred dollars for a first offence and not less than fifty dollars or more than two hundred dollars for any subsequent offence committed on the same premises.

En. S.M. 1972, c. 39, s. 3.

Reference of complaint to rentalsman.

98 (6) Where an information is laid under this section, the court may, before adjudicating thereon, refer the matter to the rentalsman who shall investigate the matter and report his findings to the court.

En. S.M. 1971, c. 35, s. 10.

Failure to supply services.

98 (7) Where under the terms of a tenancy agreement, the landlord is responsible for the provision of heat, water and electric power services, or any one or more of them, and the landlord fails or neglects to fulfil his obligation to provide these services, or it appears that a tenant may be deprived of any of those services due to the failure of the landlord to meet his obligation to the vendor of any of those services, the tenant shall, upon the instruction of the rentalsman, pay the rent as it falls due to the rentalsman.

En. S.M. 1972, c. 39, s. 3.

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Disposition of rent.

98 (8) Where the rent is paid to the rentalsman under subsection (7), the tenant shall not be held to be in arrears of his rent and the rentalsman may

- (a) hold and continue to receive rents until the landlord provides for the use of the tenant heat, water or electric power services as the case may be; and
- (b) where necessary, pay to the vendor of heat, water or electric power services from the rent received, an amount sufficient to ensure the supply of those services to the landlord by the vendors.

En. S.M. 1972, c. 39, s. 3.

Payment of excess rents to landlord.

98 (9) Where the rentalsman has collected rents in excess of any amount required to be paid under clause (b) of subsection (8), he shall refund the excess to the landlord.

En. S.M. 1972, c. 39, s. 3.
Am. S.M. 1971, c. 35, s. 10.
Am. S.M. 1972, c. 39, s. 3.

Relief against acceleration clauses.

99 Where default has occurred in the payment of rent due under a tenancy agreement or in the observance of any obligation of the tenant and under the terms of the tenancy agreement, by reason of such default, the whole or any part of the remaining rent for the term of the tenancy has become due and payable, at any time before or after the commencement of an action for the enforcement of the rights of the landlord and before judgment, the tenant may

- (a) pay the rent due together with interest thereon exclusive of the rent not payable by reason merely of lapse of time; or
- (b) perform the obligation, and pay any reasonable expenses necessarily incurred by the landlord in bringing the action;

and thereupon he is relieved from the consequences of the default.

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 11.

Notice of termination of tenancy.

100 A tenancy agreement may be terminated by either the landlord or the tenant upon notice to the other and, unless otherwise agreed upon at the time when the notice is given, the notice

- (a) shall meet the requirements of section 101;
- (b) shall be given in the manner prescribed by section 102; and
- (c) shall be given in sufficient time to give the period of notice required by section 103.

En. S.M. 1971, c. 35, s. 12.

Notice.

101 (1) A landlord or a tenant may give notice to terminate either orally or in writing, but a notice by a landlord to a tenant is not enforceable under section 103 unless it is in writing.

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 13.

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Content of notice.

101 (2) A notice in writing

- (a) shall be signed by the person giving the notice, or his agent;
- (b) shall identify the premises in respect of which the notice is given.
- (c) shall state the date on which the tenancy is to terminate or that the tenancy is to terminate on the last day of the period of the tenancy next following the giving of the notice; and
- (d) shall state the reason for the termination of the tenancy.

En. S.M. 1970, c. 106, s. 3.

Saving.

101 (3) A notice may state both

- (a) the date on which the tenancy is to terminate; and
- (b) that the tenancy agreement is to terminate on the last day of the rental payment period as defined in section 103, following the date on which the notice is given in accordance with that section;

and if it does state both, and the date on which the tenancy is to terminate is incorrectly stated, the notice is nevertheless effective to terminate the tenancy as provided under clause (b).

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 13.

Forms of notice.

101 (4) A notice need not be in any particular form, but a notice by a landlord to a tenant may be in Form 5 of the Schedule and a notice by a tenant to a landlord may be in Form 6 of the Schedule.

En. S.M. 1970, c. 106, s. 3.

No fee for notice to vacate.

101 (5) A landlord shall not charge his tenant any fee for a notice to vacate residential premises.

En. S.M. 1971, c. 35, s. 13; Am. S.M. 1971, c. 35, s. 13.

Manner of giving notice.

102 (1) Notice by a tenant to a landlord may be given personally to the landlord, or his agent, or may be sent to him by registered mail at the address where the rent is payable; and notice by a landlord to a tenant may be given personally to the tenant or may be sent to him by registered mail at the address of the tenant.

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 14.

Substitutional service.

102 (2) Where a tenant cannot be given notice by reason of his absence from the premises, or by reason of his evading service, the notice may be given to the tenant

- (a) by giving it to any adult person who apparently resides with the tenant; or
- (b) by posting it up in a conspicuous place upon some part of the premises; or
- (c) by sending it by registered mail to the tenant at the address where he resides.

En. S.M. 1970, c. 106, s. 3.

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Application of subsec. (2).

102 (3) Subsection (2) applies, mutatis mutandis, to service of a notice by a tenant.

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 14.

Term of tenancy and rental payment period defined.

103 (1) In this section

(a) "term of tenancy" means the length of time over which the tenancy agreement is to run; and

(b) "rental payment period" means the interval at which rent is payable under a tenancy agreement but notwithstanding any agreement to the contrary, for the purpose of this section, no rental payment period shall exceed one month.

En. S.M. 1971, c. 35, s. 15.

Duration of rental payment period.

103 (2) A rental payment period need not necessarily coincide with a calendar period.

En. S.M. 1971, c. 35, s. 15.

Notice to terminate a tenancy with no predetermined expiry date.

103 (3) Where a tenancy agreement has no predetermined expiry date, a notice to terminate shall be given by the landlord or the tenant on or before the last day of any rental payment period to be effective on the last day of the ensuing rental payment period.

En. S.M. 1972, c. 39, s. 4.

Notice to terminate tenancy less than twelve months.

103 (3.1) Where the term of a tenancy agreement is less than twelve months a notice to terminate shall be given by the landlord or tenant at least one month prior to the predetermined expiry date of the tenancy agreement to be effective on the predetermined expiry date of the tenancy agreement.

En. S.M. 1972, c. 39, s. 4.

Notice where tenancy exceeds twelve months.

103 (4) Where the term of a tenancy agreement is twelve months or more a notice to terminate shall be given by the landlord or tenant at least two months prior to the predetermined expiry date of the tenancy agreement to be effective on the predetermined expiry date of the tenancy agreement.

En. S.M. 1971, c. 35, s. 15; Am. S.M. 1972, c. 39, s. 4.

Landlord to advise tenant to give notice.

103 (5) Where the term of a tenancy agreement is twelve months or more the landlord shall in writing advise the tenant at least three months prior to the predetermined expiry date of the tenancy agreement of the tenant's responsibility to give notice in accordance with subsection (4) if the tenant wishes to terminate the tenancy agreement and where a landlord fails to comply with this subsection the tenant may at his option

(a) terminate the tenancy agreement on the predetermined expiry date of the tenancy agreement without notice; or

(b) continue the tenancy subject to subsection (6).

En. S.M. 1971, c. 35, s. 15; Am. S.M. 1972, c. 39, s. 4.

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Right to continue occupancy.

103 (6) Where a tenant

- (a) is not in default of any of his obligations under this Act or his tenancy agreement; or
- (b) the landlord or owner does not require the premises for his own occupancy; or
- (c) the premises are not administered by or for the Government of Canada or Manitoba or a municipality, or any agency thereof, or otherwise administered under the National Housing Act, 1954 (Canada);

a tenant shall have the right to renew the tenancy agreement, subject to subsection (1) of section 116, after the tenancy agreement has expired; but where a dispute arises under clause (a) or (b) the matter shall be referred to the rentalsman for determination.

En. S.M. 1971, c. 35, s. 15; Am. S.M. 1972, c. 39, s. 4.

Appeal.

103 (7) Where a landlord or tenant is aggrieved with a decision of the rentalsman under subsection (6), the landlord or tenant within thirty days after the date of determination by the rentalsman may appeal the decision to a court for review but pending the appeal decision, the landlord shall not be entitled to possession of the premises in dispute.

En. S.M. 1971, c. 35, s. 15; Am. S.M. 1972, c. 39, s. 4.

Possession by landlord.

103 (8) Where a landlord provides residential premises

- (a) to a person in consideration in whole or in part, of custodial or management services, or the arrangement is cancelled by either party, or
- (b) to a tenant who is an employee of the landlord as a term of, or in connection with his employment or the employment is terminated by either party,

the landlord, notwithstanding any other provision of this Act, shall be entitled to take possession of the premises on giving not less than one month's notice to the tenant.

En. S.M. 1971, c. 35, s. 15; Am. S.M. 1972, c. 39, s. 4.

Inability to pay rent.

103 (9) Notwithstanding any other provision of this Act where

- (a) the tenants are a married couple and because of the deterioration of health or physical condition of the spouse who pays the rent, the tenants are unable to pay their rent; or
- (b) the tenant is unmarried or a widow or widower and because of the deterioration of health or physical condition of the tenant he or she is unable to pay the rent; or
- (c) the tenants are a married couple and one of the spouses dies and the income of the surviving spouse is insufficient to pay the rent; or
- (d) the tenant is unmarried or a widow or a widower who dies during the term of tenancy agreement;

the tenant, his heirs, assigns or legal personal representative may terminate the tenancy agreement by giving one month's notice, accompanied, where applicable, by a medical certificate, to the landlord; and thereafter the tenant, his heirs, assigns or legal personal representative is relieved of any liability under the tenancy agreement after the date of the termination thereof.

En. S.M. 1971, c. 35, s. 15; Am. S.M. 1972, c. 39, s. 4.

Failure to pay rent constitutes termination of tenancy.

104 (1) Where a tenant fails to pay his rent within three days from the date on which the rent falls due and payable and refuses or neglects on demand made in writing to pay the rent the failure, refusal or neglect constitutes at the option of the landlord a termination of the tenancy agreement effective on the date when the rent fell due and payable, for the purposes of sections 108 to 110.

En. S.M. 1971, c. 35, s. 15; Am. S.M. 1972, c. 39, s. 5.

Non-application of subsection (1).

104 (2) Subsection (1) does not apply where the tenancy agreement is terminated under any of the circumstances described in subsection (9) of section 103.

En. S.M. 1971, c. 35, s. 15; Am. S.M. 1972, c. 39, s. 5.

Posting up notice provisions.

105 Where a landlord lets more than one residential premises in the same building and retains possession of part for use of all the tenants in common, the landlord shall post up conspicuously and maintain posted a copy of sections 100 to 103 together with the legal name of the landlord and his address for service, and any proceeding taken by or on behalf of a tenant may be commenced against the landlord in the name so posted.

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 16.

Notification of change in ownership.

106 Where ownership of residential premises passes from one person to another for any reason, the new owner or his agent shall notify each tenant in writing of the name of the new landlord within fourteen days from the date of possession by the new landlord.

En. S.M. 1971, c. 35, s. 17.

Compensation when premises not vacated.

107 (1) A landlord is entitled to compensation for the use and occupation of premises after the tenancy has been terminated by notice.

En. S.M. 1970, c. 106, s. 3.

Effect of payment by overholding tenant.

107 (2) The acceptance by a landlord of arrears of rent or compensation for use or occupation of the premises after notice of termination of the tenancy has been given, does not operate as a waiver of the notice or as a reinstatement of the tenancy or as the creation of a new tenancy unless parties so agree.

En. S.M. 1970, c. 106, s. 3.

Burden of proof.

107 (3) The burden of proof that the notice has been waived or the tenancy has been reinstated or a new tenancy created is upon the person so claiming.

En. S.M. 1970, c. 106, s. 3.

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Enforcement of claim.

107 (4) A landlord's claim

- (a) for arrears of rent; or
- (b) for compensation for use and occupation of a premises by a tenant after the expiration or termination of tenancy agreement; or
- (c) for damages caused to the premises by the tenant or by any person allowed on the premises by the tenant while the tenant is in occupancy of those premises;

shall be enforced by summary application in accordance with the procedure set out in section 108.

En. S.M. 1971, c. 35, s. 18; Am. S.M. 1971, c. 35, s. 18.
Am. S.M. 1972, c. 39, s. 6.

Application for order of possession.

108 (1) Where a tenant, after his tenancy has expired or has been terminated, does not go out of possession of the premises held by him, the landlord may apply to a judge of the County Court in the district in which the premises are wholly or partly situated for an order for possession; but where the application is made by reason of the failure of the tenant to pay rent, the application shall not be accepted by the Court until four days have elapsed following the date on which the landlord made demand for payment in writing.

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 19.
Am. S.M. 1972, c. 39, s. 7.

Service of application.

108 (2) The application shall be filed in the court and served on the tenant at least five days before the day named in the application for hearing of the application.

En. S.M. 1970, c. 106, s. 3.

Contents of supporting affidavit.

108 (3) The application of the landlord shall be supported by an affidavit

- (a) setting out the terms of the tenancy;
- (b) stating the date of expiration or termination of the tenancy;
- (c) stating the failure of the tenant to deliver up possession and the reasons given for the failure, if any were given;
- (d) stating the reason for the termination of the tenancy; and
- (e) stating any other relevant facts.

En. S.M. 1970, c. 106, s. 3.

Manner of service of application.

108 (4) The application along with the supporting affidavit shall be served on the tenant

- (a) by personally delivering a copy thereof to the tenant; or
- (b) by sending a copy thereof to the tenant by registered mail with postage prepaid, enclosed in a package addressed to the tenant, and having attached thereto an official "Acknowledgement of Receipt" form.

En. S.M. 1972, c. 39, s. 7.

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Substitutional service.

108 (5) Where the court is satisfied that the tenant cannot be served in accordance with subsection (4), substitutional service, in such manner as the court may direct, may be made.

En. S.M. 1972, c. 39, s. 7.

Reckoning time.

108 (6) In reckoning the time allowed for making an application or serving an application under this section, Sundays and holidays shall be excluded.

En. S.M. 1972, c. 39, s. 7.

Am. S.M. 1971, c. 35, s. 19.

Am. S.M. 1972, c. 39, s. 7.

Claim for arrears and compensation.

109 (1) The application of the landlord may also include a claim for arrears of rent and for compensation for use and occupation of the premises by the tenant after the expiration or termination of the tenancy, and for damages caused to the premises by the tenant or by any person allowed on the premises by him during the tenant's occupancy.

En. S.M. 1970, c. 106, s. 3.

Am. S.M. 1972, c. 39, s. 8.

Contents of supporting affidavit.

109 (2) Where a claim is made under subsection (1) the affidavit in support of the application shall also show

- (a) where a claim is made for rent, the amount of rent in arrears and the time during which it has been in arrears; and
- (b) where a claim is made for compensation, particulars of the use made of the premises; and
- (c) where a claim is made for damages caused to the premises by the tenant or any person allowed on the premises by him during his occupancy, particulars of the damage so caused and the value thereof.

En. S.M. 1970, c. 106, s. 3.

Am. S.M. 1972, c. 39, s. 8.

Hearing of application.

110 (1) Upon hearing the application, or, where it is opposed, upon hearing and considering, in a summary way, the oral and affidavit evidence of the parties and their witnesses, the judge may

- (a) if he is satisfied that the tenancy has expired or has been terminated, give an order for possession;
- (b) where a claim for arrears of rent is proven, give judgment for the amount of so proven;
- (c) where a claim for compensation is made, give judgment in such amount as the judge may determine
 - (i) for the use and occupation of the premises after the expiration or termination of the tenancy, having regard to the nature and use and occupation and the rent payable during the tenancy; and
 - (ii) for any damages or charges that the landlord is or may become liable to pay to a prospective tenant to whom the landlord had obligated himself to let those premises, because of the wrongful use and occupation of the premises by the present tenant after the expiration or termination of the tenancy; and

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(c.1) where a claim for damages caused to the premises by the tenant or any person allowed in the premises by him during his occupancy is proven, give judgment for the value of the damages so proven; and

(d) make such order as to costs as he deems proper.

En. S.M. 1970, c. 106, s. 3.
Am. S.M. 1972, c. 39, s. 9.

Disposition.

110 (2) The Judge may grant or dismiss the application in whole or in part.

En. S.M. 1970, c. 106, s. 3.
Am. S.M. 1972, c. 39, s. 9.

Effect of order for possession.

111 (1) An order under section 110 granting possession

(a) shall direct the tenant to deliver up possession of the premises to the landlord by a specified date or within a specified time after service of the order on the tenant; and

(b) shall state that if the order is not obeyed by the specified date or within the specified time an order for eviction will issue without any further notice.

En. S.M. 1970, c. 106, s. 3.
Am. S.M. 1972, c. 39, s. 10.

Service of order.

111 (2) The order for possession may be served in the same manner as a notice may be served on a tenant pursuant to section 102.

En. S.M. 1970, c. 106, s. 3.

Order for eviction.

111 (3) Where the order for possession is not obeyed by the specified date or within the specified time, the landlord is entitled, without any further notice, to be issued an order for eviction on filing an affidavit showing service of the order and that it has not been obeyed.

En. S.M. 1970, c. 106, s. 3.

Payment as a stay of order.

111 (4) Where a tenant, before the execution of an order for eviction pays the rent in arrears, together with any amount awarded as compensation or damages under section 110 and all costs, the proceedings shall be stayed and the tenant may continue in possession as of his former tenancy.

En. S.M. 1971, c. 35, s. 20; Am. S.M. 1972, c. 39, s. 9.
Am. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 20.
Am. S.M. 1972, c. 39, s. 10.

Proceedings after tenant vacates.

112 Proceedings in respect of a claim for arrears of rent or compensation may continue to judgment notwithstanding that the tenant delivers up possession of or vacates the premises after service upon him of the application.

En. S.M. 1970, c. 106, s. 3.

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Recovery of possession.

113 (1) Unless a tenant has vacated or abandoned rented premises, the landlord shall not regain possession of the premises on the grounds that he is entitled to possession, except under the authority of an order for eviction obtained under section 111.

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 21

Defences to proceedings for possession.

113 (2) In any proceedings by a landlord for possession, if the court finds that

- (a) the notice to quit was given because of the tenant's complaint to any governmental authority of the landlord's violation of any statute or municipal by-law dealing with health or safety standards, including any housing standard law, or
- (b) the notice to quit was given because of the tenant's attempt to secure or enforce his legal rights;

it shall refuse to grant an order for possession or an order for eviction and shall declare the notice to quit invalid and the notice to quit shall be deemed not to have been given.

En. S.M. 1970, c. 106, s. 3.

Possession of premises for demolition.

113 (3) Notwithstanding subsection (2), if in any proceedings by a landlord for possession the landlord alleges

- (a) that he requires possession of the premises for the purpose of demolishing the premises; or
- (b) that repairs of or the rectification of any condition complained of by a tenant or ordered to be carried out by a landlord in respect of the premises are either too costly or of such a nature that they cannot be carried out while the tenant continues to occupy the premises;

and the court is satisfied from the evidence adduced of the validity of the allegations of the landlord, the court may grant an order for possession or order for eviction as the case may be, subject to such terms and conditions as the court deems fit to impose.

En. S.M. 1970, c. 106, s. 3.

Offence to rent before effecting repairs.

113 (3.1) Where under subsection (3) a court grants an order for possession or an order for eviction as a result of the allegation of the landlord either under clause (a) or (b) of that subsection and the landlord does not demolish the premises or carry out the repairs or rectification of any condition complained of by the tenant but subsequently rents the premises to another tenant, the landlord is guilty of an offence and on summary conviction is liable to a penalty of not less than five hundred dollars or more than one thousand dollars.

En. S.M. 1971, c. 35, s. 21.

No eviction during school year.

113 (4) Where a tenant of residential premises has a child of compulsory school age living with him in those premises, the landlord shall not terminate the tenancy or evict the tenant from those premises at any time during any school year in which the child is attending school.

En. S.M. 1970, c. 106, s. 3.

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Non-application of subsection (4).

113 (5) Subsection (4) does not apply where

- (a) a tenant is in arrears of rent; or
- (b) Repealed, S.M. 1971, c. 35, s. 21.
- (c) a tenant has violated subsection (2) of section 98.

En. S.M. 1970, c. 106, s. 3.

Possession after sale.

113 (6) Notwithstanding subsection (4), where a bona fide sale of residential premises that is not subject to a written tenancy agreement for a specific period, takes place and the purchaser intends to occupy the entire residential premises himself, he may obtain possession thereof by giving the tenant one month's notice to vacate the premises.

En. S.M. 1971, c. 35, s. 21; Am. S.M. 1970, c. 106, s. 3;
En. S.M. 1971, c. 35, s. 21.

Discrimination prohibited.

114 In the renting of premises or the renewal of tenancies, no landlord shall discriminate against any prospective tenant or tenant by refusing to rent or renew

- (a) because of the race, religion, religious creed, colour, ancestry, ethnic or national origin of; or
 - (b) because of membership or participation in an association of tenants by;
- the prospective tenant or tenant.

En. S.M. 1970, c. 106, s. 3.

Restricting against trading.

115 No landlord shall demand any payment or advantage from any tradesman or deliveryman in exchange for the privilege of exclusive access to any residential premises.

En. S.M. 1970, c. 106, s. 3.

Notice for increase in rent.

116 (1) A landlord shall not increase the rent payable under a tenancy agreement or any renewal, extension, revision or assignment thereof, or be entitled to recover any additional rent resulting from such an increase unless he gives to the tenant a written notice of the increase in rent at least three months prior to the date on which the increase is to be effective.

En. S.M. 1971, c. 35, s. 22.

Exception.

116 (2) Subsection (1) does not apply where the tenancy agreement provides for a period of notice longer than three months before the increase in rent is effective.

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 22.

Rent includes other considerations.

116 (3) In this Part rent includes the amount of any consideration paid or required to be paid by a tenant for occupancy of residential premises and the cost of any ancillary service or accommodation or thing that the landlord provides for the tenant.

En. S.M. 1971, c. 35, s. 22.
En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 22.

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Offences and penalties.

117 (1) Any person who contravenes section 84, 86, 88, 95, 96 or 97, subsections (1) and (4) of section 113, or section 114, 115 or 116, is guilty of an offence and on summary conviction is liable to a fine of not more than one thousand dollars.

En. S.M. 1970, c. 106, s. 3; Am. S.M. 1971, c. 35, s. 23.

Further offence.

117 (2) A landlord who gives a tenant of his a notice to quit because
(a) of the tenant's complaint to any governmental authority as mentioned in clause (a) of subsection (2) of section 113; or
(b) of the tenant's attempt to secure or enforce his legal rights;
is guilty of an offence and on summary conviction is liable to a fine as provided under subsection (1).

En. S.M. 1970, c. 106, s. 3.

Order to correct offence.

117 (3) Where a person is found guilty of an offence under subsection (1), the court may in addition to imposing a fine

- (a) where the offence arises out of a failure to pay monies, order the offender to pay such monies forthwith; and
- (b) where the offence arises out of the doing of anything forbidden under the Act, order the offender to take such action as may be necessary to correct the offence.

En. S.M. 1972, c. 39, s. 11.

Order to pay money.

117 (4) Where an order made under subsection (3) requires payment of monies by the offender, the order may be filed in the County Court of the district in which the offence occurred; and when so filed, the order shall for all purposes be deemed a judgment of the County Court and enforceable as such.

En. S.M. 1972, c. 39, s. 11.
Am. S.M. 1971, c. 35, s. 23.
Am. S.M. 1972, c. 39, s. 11.

Standard forms of tenancy agreements.

118 (1) The Lieutenant Governor in Council may prescribe by regulation the form of tenancy agreement for residential premises and every tenancy agreement shall be deemed to be in the form so prescribed.

En. S.M. 1970, c. 106, s. 3.
To come in force on June 1st, 1971.

Certain terms prohibited.

118 (2) Any term or condition in a tenancy agreement
(a) that is not permitted by or contained in, a form prescribed under subsection (1); and
(b) that contravenes any of the provisions of this Act;
is void and has no effect.

En. S.M. 1970, c. 106, s. 3.
To come in force on proclamation.

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Request by tenant for repairs.

119 (1) Where a tenant requests his landlord or an agent of the landlord to carry out or make reasonable repairs to the residential premises occupied by the tenant and the landlord refuses or neglects to carry out or make those repairs, the tenant may notify the rentalsman for the area of the failure or refusal.

En. S.M. 1970, c. 106, s. 3.

Failure to make repairs.

119 (2) Upon receipt of a notification under subsection (1), the rentalsman shall endeavour to resolve the problem between the landlord and the tenant and if the rentalsman fails in his attempt to have the landlord carry out or make the repairs that the rentalsman considers to be reasonable, the tenant shall pay the rent as it falls due to the rentalsman to be held in trust by him until the repairs are carried out or made.

En. S.M. 1970, c. 106, s. 3.

Effect of payment to rentalsman.

119 (3) Payment of rent under subsection (2) to the rentalsman and not to the landlord does not constitute a violation or failure by the tenant to pay his rent.

En. S.M. 1970, c. 106, s. 3.

Notification by rentalsman.

119 (4) Where, under subsection (2), a tenant pays rent to a rentalsman, the rentalsman shall in writing notify the landlord that he has received the rent.

En. S.M. 1970, c. 106, s. 3.

Retention and payment of moneys by rentalsman.

119 (5) Upon receiving rent under subsection (2) the rentalsman shall estimate the cost of repairs in respect of which the matter arose and that the rentalsman considers reasonable, and as the rent is paid shall retain

(a) one month's rent; or

(b) twice the estimated cost of the repairs;

whichever is the greater, until the repairs are completed to his satisfaction, and shall forward the amount retained to the landlord when the repairs are completed to the satisfaction of the rentalsman, and shall forward any excess rent received by him to the landlord within thirty days of receipt thereof.

En. S.M. 1970, c. 106, s. 3.

Appeal.

119 (6) Where pursuant to subsection (2) the rentalsman makes a determination and the landlord or tenant, as the case may be, is dissatisfied with the determination, he may within thirty days of the date of the determination appeal the determination to a judge of the County Court; and the judge may make such order with respect to the determination as to him seems just and reasonable.

En. S.M. 1970, c. 106, s. 3.

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Return of deposit to tenant.

119 (7) Where under this section a landlord is requested to make reasonable repairs to residential premises occupied by a tenant and the time for appeal under subsection (6) has expired or an appeal taken by the landlord is unsuccessful and the landlord fails or refuses or neglects or continues to fail, refuse or neglect to make the repairs, the rentalsman shall make or cause the repairs to be made and pay the costs thereof from the moneys retained by him under subsection (5) and forward any surplus moneys to the landlord.

En. S.M. 1970, c. 106, s. 3.

Disputes generally.

120 (1) In the event of any dispute between a landlord and a tenant, either the landlord or the tenant or both may refer the dispute to the rentalsman for the area who shall

- (a) endeavour by mediation to settle the dispute; or
- (b) with the written consent of the landlord and the tenant arbitrate the dispute.

En. S.M. 1970, c. 106, s. 3.

To come in force on proclamation.

Arbitration binding.

120 (2) Where under subsection (1), the rentalsman acts as an arbitrator, his findings are final and binding on both the landlord and the tenant; and The Arbitration Act does not apply to the arbitration.

En. S.M. 1970, c. 106, s. 3.

To come in force on proclamation.

Rent review process.

121 (1) The Lieutenant Governor in Council may

- (a) establish a board consisting of such number of persons as he deems necessary; or
- (b) designate such persons employed by a municipality; or
- (c) designate the office of rentalsman:

for the purpose of establishing and carrying out a rent review function and for this purpose, the Lieutenant Governor in Council may make regulations prescribing the rules, procedure and guidelines to be followed by the board or municipal employees, as the case may be, and conferring such authority on the board or the employees or rentalsman as he may deem necessary for the effective carrying out of their function.

En. S.M. 1970, c. 106, s. 3.

Am. S.M. 1972, c. 39, s. 12.

Payment of remuneration.

121 (2) The members of a board appointed under subsection (1) may be paid such remuneration and out-of-pocket expenses as may be approved by the Lieutenant Governor in Council.

En. S.M. 1972, c. 39, s. 12.

Am. S.M. 1972, c. 39, s. 12.

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Regulations.

122 For the purpose of carrying out the provisions of this Act according to their intent, the Lieutenant Governor in Council may make regulations ancillary thereto and not inconsistent therewith; and every regulation made pursuant to, and in accordance with the authority granted by, this section has the force of law; and, without restricting the generality of the foregoing, the Lieutenant Governor in Council may make regulations

- (a) prescribing forms to be used under this Act;
- (b) prescribing duties other than those set out in this Act to be carried out by a rentalsman;
- (c) prescribing rules of procedure for arbitration by a rentalsman;
- (d) respecting such other matters as he may deem necessary for the carrying out of the provisions of this Act.

En. S.M. 1970, c. 106, s. 3.

Application of Act where room and board provided.

123 Where a person in any residential premises owned or operated by him for the purpose, provides both room and board in those premises for five or more tenants, the provisions of Part IV, to the extent that they may be reasonably applicable, apply to the room accommodation provided by the landlord.

En. S.M. 1970, c. 106, s. 3.

Declaratory order.

124 Any person may apply to the County Court for a declaratory order setting out his rights under this Act.

En. S.M. 1970, c. 106, s. 3.

Corporations as landlord.

125 Where a landlord is a corporation an officer of the corporation may, in any matter under this Part that is before a court affecting the corporation, appear and present the case of the corporation.

En. S.M. 1971, c. 35, s. 24

Tenancy Agreement

Being a form for all written residential Tenancy Agreements between Landlord and Tenant in Manitoba; pursuant to Section 118(1) of the Landlord and Tenant Act being Chapter L70 of the Statutes of Manitoba, 1970.

IN THIS TENANCY AGREEMENT made in duplicate.

The _____ day of _____ AD 19_____

Landlord

BETWEEN _____ (name, address and phone number) referred to as the Landlord

Tenant

AND _____ referred to as the Tenant

Premises

IT IS AGREED THAT
The Landlord will rent to the Tenant and the Tenant will rent from the Landlord the premises known as _____ referred to as the rented _____ premises

Type of Tenancy

THE TENANCY IS TO COMMENCE _____ AD 19_____ and to expire on _____ AD 19_____ (Leave expiry date blank if the Agreement is for a periodic tenancy and no set term is intended.)

Rent

THE TENANT WILL PAY RENT to the Landlord at the rate of \$ _____ per _____ in advance, for the duration of the tenancy. The rent due in the first instance being \$ _____ (pro-rated as necessary) and thereafter \$ _____ payable on the _____ day of each _____ (State due day/date for rent payment)

Other Occupants

IT IS FURTHER AGREED THAT
1. In addition to the tenant(s) only the following other persons may occupy the rented premises
1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

Security Deposit

together with any natural increase in the tenant's family but in any event not exceeding a total of _____ persons.

Services

2. The Landlord hereby acknowledges the receipt from the tenant, on the signing of this Agreement, a Security Deposit of \$ _____ which sum the Landlord will hold in trust, for the Tenant, as a security against the breach of those parts of this Agreement pertaining to arrears of rent and the Tenant's responsibility for cleanliness and damage. The Landlord will return this deposit to the Tenant within 7 days of the termination of the tenancy, with interest at the minimum rate of 4% per annum compounded annually, unless otherwise applied by the Landlord by agreement with the Tenant. In the event that the disposition of this Security Deposit is disputed by the Landlord or Tenant, and every attempt to resolve the dispute has failed, the Landlord will forward the deposit to the Rentalsman pending mediation of the dispute. Under no circumstances will the Security Deposit be applied as part of the rent by the Tenant without the prior written consent of the Landlord.

3. The Tenant will pay, on demand, to the appropriate authority, the costs of the following services e.g. certain public utilities:- as supplied at the commencement of this tenancy in respect of the rented premises.

all others not listed being the Landlord's responsibility.

amenities

- 4. (1) The following privileges, amenities and facilities are the right of the Tenant and are granted to the Tenant for the duration of this Tenancy Agreement, the cost being included in the rent.

- (2) The following privileges, amenities and facilities are reserved to the Landlord or his designate and are not included within the scope of this Agreement

notice

- 5. Unless otherwise agreed upon at the time a notice is given, this Agreement may be terminated by the Landlord giving _____ notice in writing to the tenant

OR

the Tenant giving _____ notice, either orally or in writing, to the Landlord.

conditions of notice and termination

(Insert above any special notice provisions or state Statutory requirements)

condition of rented Premises

- 6. An inspection of the premises may be made by both parties, or their agents, or their representatives, and the condition of the premises recorded on the attached condition report and signed by both persons present at the inspection. This inspection may be made prior to the commencement of the Tenancy and can be referred to in deciding, as may be necessary, the disposition of the Security Deposit at the termination of the Tenancy and although this inspection in no way reduces the Landlord's responsibility to repair and maintain as in Section 14 of this Agreement, no promises for alterations, redecorations or remodelling will be binding unless noted on the attached Condition Report at the time of the inspection by both parties present.

observance of covenants and laws

- 7. Such requirements as are and may be enacted in law will be observed by all parties to this Agreement in respect of health, sanitation, fire, housing and safety standards.

covenants and arbitration

- 8. In the event of any dispute between the Landlord and Tenant, either party or both may refer the dispute to the Rentalsman for this area who, it is understood, will endeavour by mediation to settle the dispute or with the written consent of both Landlord and Tenant, will arbitrate the dispute. By reference to Section 120 of the Landlord and Tenant Act, when the Rentalsman acts as an arbitrator with the written consent as above, his findings are both final and binding on both the Landlord and Tenant. The Arbitration Act not applying to the Arbitration.

by tenant

- 9. The Tenant is responsible for the ordinary cleanliness of the rented premises, the amenities and facilities provided under Section 4 of this agreement, and for the repairs of damage caused by his wilful or negligent conduct or that of persons who are permitted on the premises by him.

behaviour

- 10. The Tenant will use the rented premises for residential purposes only and will not carry on, or permit to be carried on, any trade or business without the written consent of the Landlord.

tenant

- 11. The Tenant, his family or his guests will not cause a nuisance or disturbance to other tenants in the same building.
- 12. The Tenant has the right to sublet, assign, or otherwise part with possession of the rented premises, subject to the consent of the Landlord. Consent will not be arbitrarily or unreasonably withheld on proper application, and provided the form of assignment and acceptance, which forms part of this Agreement, is completed. (See footnote 1).

- Rules and Regulations 13. The Tenant will observe, and comply with, the Landlord's Rules and Regulations which may be attached to, and form part of, this Agreement with such reasonable variations and modifications as may be added from time to time by way of notice from the Landlord to the Tenant.
- Care by Landlord 14. The Landlord is responsible for providing and maintaining the rented premises, the amenities and facilities provided under Section 4 of this agreement in a good state of repair and fit for habitation during the tenancy; notwithstanding that any state of disrepair existed to the knowledge of the Tenant before this Tenancy Agreement was entered into.
- Tenant's Copy of Agreement 15. A duplicate copy of this Agreement will be delivered to the Tenant by the Landlord within twenty-one days after execution; or within twenty-one days of the Tenant's delivery of the Agreement to the Landlord for execution; and where a copy of the Agreement is not delivered within the time specified, the Tenant's obligations under this Agreement will thereby cease.
- Privacy 16. (1) The Landlord has a RIGHT of access
 - (a) to show the premises to prospective tenants at reasonable hours after notice to terminate the tenancy has been given; AND
 - (b) in the case of an emergency; AND
 - (c) after giving written notice to the Tenant of at least twenty-four hours before the time of entry, which time will be specified on the notice and shall be during daylight hours.
 (2) Nothing in this section is to be construed by either party as prohibiting entry with the consent of the Tenant given at the time of entry.
- Quiet Enjoyment 17. The Landlord, in the execution of this Agreement, is exercising a lawful power, and in so executing grants the Tenant the right of the full use and occupation of the rented premises with a security of tenure, according to the terms of this Agreement.
- Range of Agreement 18. Wherever throughout this Agreement there is any mention of, or reference to, the Landlord of the Tenant, that mention or reference shall be deemed to extent to and include the heirs, executors, administrators, successors and assigns of the Landlord and the Tenant and sub-tenants of the Tenant as the case may be; and if the Landlord or Tenant shall be male, female, or a corporation, or if there be more than one Landlord or Tenant, the provision herein shall be read with all grammatical changes necessary. Further, the Landlord will advise the Tenant of any change of ownership within 7 days of this change.

Signed, Sealed and Delibered	WITNESS	LANDLORD
	WITNESS	TENANT (S)

This Agreement is to be interpreted and executed with direct reference to the Landlord and Tenant Act and in conjunction with any Landlord's Rules and Regulations that may be attached hereto.

Any item or condition added to this Tenancy Agreement that contravenes any of the provisions of the Landlord and Tenant Act is void and has no effect.

Note: (1) Section 12 of this Tenancy Agreement may be omitted or cancelled where the premises are administered by or for the Government of Canada of Canada or Manitoba or a Municipality, or any agency thereof, developed and financed under the National Housing Act, 1954 (Canada).

Note: (2) Section 2 of this Agreement may be omitted; and if so omitted, Section 2 should be lined diagonally across and be initialled by both parties to this Agreement.

OREGON - CONTINUED

Tenancy Agreement

A.D. 19

BETWEEN

AND

COMMENCES

EXPIRES

ASSIGNMENT AND ACCEPTANCE

FOR VALUE RECEIVED I (We) hereby assign all my (our) right, title and interest in and to the within tenancy agreement and the remainder of the term unexpired thereunder to _____ heirs and assigns and do also hereby guarantee, and remain liable for the prompt payment of the rent and the performance of the agreements on the part of the Tenant as therein mentioned, in the event of default by the sub-tenant.

WITNESS _____

WITNESS _____

IN CONSIDERATION of the above assignment and the consent thereto of the Landlord, I (we) _____ hereby assume and agree to make all payments and perform all agreements and conditions of the within Tenancy Agreement by the tenant therein named to be made and performed from the _____ day of _____ AD 19 ____ and I (we) agree that all rights and remedies of the Landlord against the tenant under said Tenancy Agreement be available against me (us) to all intents and purposes as if I (we) had been named tenant therein and as such had executed same.

WITNESS this _____ day of _____ AD 19 ____

WITNESS _____

WITNESS _____

CONSENT TO ASSIGNMENT

We hereby consent to the foregoing assignment of the Tenancy Agreement with the condition that no further assignment of the said tenancy agreement or subletting of the premises or any part thereof, shall be made without our prior consent.

Witness our hand and seal this _____ day of _____ AD 19 ____

WITNESS _____

LANDLORD

RENTAL UNIT CONDITION REPORT

GREGORY-CARTWRIGHT

PRINT OR WRITE CLEARLY

Top copy to Tenant
Carbon copy to Landlord

G – Good
M – Missing
D – Damaged
B – Broken
S – Scratched
or Marked

Date (1) Date (2)

		Condition at Commencement of Tenancy	Condition at Termination of Tenancy
Exterior	Stucco and/or Siding		
	Front & Rear Entrances		
	Garbage Container(s)		
	Glass & Frames		
	Screens & Storm Windows		
	Ground & Walks		
	Keys Issued		
Keys Returned			
Kitchen	Ceiling		
	Walls & Trim		
	Floor		
	Countertop		
	Cabinets & Doors		
	Range - Condition & Equipment		
	Sink & Stoppers		
	Closets		
Refrigerator - Condition & Equipment			
Basement	Stair & Stairwell		
	Walls & Floor		
	Furnace, Water Heater & Plumbing		

Living Room - Dining Room	Floor				
	Ceiling				
	Walls & Trim				
	Closets				
Stairwell & Hall	Treads & Landings				
	Walls & Trim				
	Ceilings				
	Closets				
Bathroom	Ceiling				
	Floor				
	Walls & Trim				
	Cabinets & Mirror				
	Tub, Sink & Toilet				
	Closets				
Bedrooms	Floor, Walls & Trim				
	Closets, Ceilings				
	Doors				
	LIGHTING FIXTURES - throughout				
	GENERAL CONDITION - Cleanliness				

ADDRESS OF RENTED PREMISES

.....

Tenants Forwarding Address
 (after termination of Tenancy)

.....

Landlord or Agents Signature

..... (1)
 (2)

Tenant's Signature

..... (1)
 (2)

B. Further comment and detail e.g. furniture, rugs, drapes, appliances and promises as to decorating and alterations to be noted and initialled overleaf.

APPENDIX B

"TABLE C" and "TABLE C1" of the

REPORT OF THE RENTALSMAN AND THE DIRECTOR CONSUMERS' BUREAU

FOR THE YEAR 1972¹

¹Manitoba Law Journal, vol. 5, no. 2, 1973, pp. 294-95.

TABLE C: LANDLORD AND TENANT STATISTICAL REPORTS

Comparative Statistics	January 1, 1971 to December 31, 1971	January 1, 1972 to December 31, 1972
Carry Over (after breakdown April 1, 1971)	75	204
Complaints Registered (after breakdown April 1, 1971)	1,111	1,902
Complaints Closed* (after breakdown April 1, 1971)	982	1,612
Complaints Outstanding (after breakdown April 1, 1971)	204	494
Complaints in city (after breakdown April 1, 1971)	912	1,585
Complaints outside Winnipeg (after breakdown April 1, 1971)	178	269
Complaints out of Province (after breakdown April 1, 1971)	21	48
Telephone Calls Received (after breakdown April 1, 1971)	22,853	49,603
Telephone Calls Received (Collect) (after breakdown April 1, 1972)	-	768
Office Interviews (after breakdown April 1, 1971)	1,144	2,167
Personal Visits and Inspections (after breakdown April 1, 1972)	-	146
Charges		
Carry Over	0	0
Charges Laid	5	11
Dealt With	5	8
Outstanding	0	3
Security Deposits		
Carry Over	-	75
Filed (from April 1, 1971)	258	464
Closed	183	335
Outstanding	75	204
Premises Repairs Complaints		
Carry Over	-	4
Filed	16	39
Closed	12	27
Outstanding	4	16
*Disposition of Closed Complaints		
1. Settled Satisfactorily (from April 1, 1971)	644	1,201
2. Unsettled (from April 1, 1971)	48	60
3. Legal Action Recommended (from April 1, 1971)	22	21
4. Unjustified (from April 1, 1971)	46	55
5. Transferred (from April 1, 1971)	2	3
TOTAL	<u>762</u>	<u>1,340</u>
6. Record Only	<u>220</u>	<u>272</u>
TOTAL	<u>982</u>	<u>1,612</u>

TABLE C1: CATEGORY BREAKDOWN OF LANDLORD AND TENANT REGISTERED COMPLAINTS

Comparative Statistics	January 1, 1971 to December 31, 1971	January 1, 1972 to December 31, 1972
1. Security Deposit Disputes	364 (after breakdown April 1, 1971)	663
(Funds paid to Rentalsman)	(258)	(464)
2. Damage by Tenant	16	24
3. Repairs	226	342
(Rent actually redirected)	(16)	(39)
4. Privacy	35	25
5. Noise	50	47
6. Lockouts and Locking Systems ..	25	28
7. Distraint	45	28
8. Rent Increases	39	75
9. Notice	105	98
10. Discrimination	2	1
11. Sub-letting	12	11
12. Retaliatory Notice	4	4
13. Tenancy Agreements	64	87
14. Punitive Rent Increases	2	0
15. Miscellaneous	92	93
16. Abandonment	30	78
17. School Tax Credit	-	282
18. Arbitration - Section 120	-	1
19. Inspections by Public Authorities	-	12
20. Non-Payment Utilities	-	3
TOTAL	<u>1,111</u>	<u>1,902</u>

GLOSSARY

- the act of dwelling: the sum of human actions within a protective environment that determines a dwelling.
- assignment: transferal of possession of the premises from a tenant to another sub-tenant.
- communalization: the act of adapting those aspects of the physical environment that are a part of the support structure and the right of say of the community; can also refer to the act of adapting those aspects of the physical environment that are a part of a set of detachable units and the right of say of a group or family; expression of communal values, needs and aspirations.
- detachable units: within the sphere of individual's right of say; completes a dwelling.
- dwelling: support structure plus detachable units, determined by the act of dwelling.
- dwelling unit: a completed product with one or more rooms for the use of one or more persons as a housekeeping unit with cooking, eating, living, sleeping, and sanitary facilities.
- fit for habitation: when a dwelling complies with health and safety standards including housing standards required by law.
- fixture: a personal chattel annexed or fixed to real property.
- landlord: includes lessor, owner, the person giving or permitting occupation of the premises in question.
- landlord's fixture: part of the premises demised.
- life style: based on role emphasis; a set of behaviours which must be performed to satisfy a role; a composite of those aspects of the roles a person strongly emphasizes; it refers to a style of living.
- margin: an intermediate area between two zones.

the natural relationship: the relationship between people and environment that is the basis for all that has to be done in the matter of human habitation; the outcome of human nature where dwelling is building.

personal chattel: an article of personal property, a movable; equated with a detachable unit.

personalization: the act of adapting those aspects of the physical environment that are a part of a set of detachable units and the right of say of an individual, expression of individual personality, values, needs and aspirations.

real property: immovable or permanent; equated with a support structure.

Rentalsman: a mediator or arbitrator in disputes between a landlord and a tenant.

residential premises: premises used for residential purposes usually defined by an address.

sector: a part of a zone and its adjacent margins which can be freely partitioned: the smallest recognizable spatial unit used in building up the architecture of a support structure.

sublet: to lease all or part of a rented premises to another sub-tenant.

support structure: within the right of say of the community; gives the possibilities for dwellings.

tenancy agreement: commonly referred to as a lease; an agreement between a landlord and a tenant for possession of residential premises.

tenant: includes lessee, occupant, sub-tenant or under tenant.

tenant's fixture: a personal chattel annexed or fixed to real property that may be removed without serious injury to the real property or to the fixture itself.

types of personalization or communalization: categories of human actions by an individual, group, or community in adapting the physical environment.

zone: an area where the position and dimension of a group of spaces can be fixed.

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