

# Thinking about a coach house?



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## of a coach house?

Recently there has been increasing discussion concerning coach houses. A coach house is a freestanding building separate from the main house, but built on the same lot. Coach houses are seen as a way to increase the availability of affordable housing options and bring more density to established neighborhoods without negatively impacting public spaces like streets or parks.

The information provided in this article is based on the City of Ottawa regulations governing coach houses. The rules and regulations may not apply in other municipalities.

## What are the advantages

Coach houses are permanent structures and as such all coach houses must meet Ontario Building Code requirements for residential structures. A coach house is serviced from the principal residence, so no new connections are required to city water and sewer lines. In the case of lots serviced by a private well and septic system, the coach house will have a direct connection to at least one of the principal dwelling's services.

Additionally, a coach house does not necessarily need to be a newly build structure. Accessory structures already existing on a lot, like garages or sheds will be permitted to be

converted in part or in whole to a coach house, subject to certain requirements.

For an existing home owner, having a coach house built on their property could allow for supplemental income through the rental of the coach house, or a coach house could be used to provide accommodation for a relative who would be better off not living on their own, but still wants to maintain a degree of independence.

## What requirements need to be met?

Not all lots will be suitable for the addition of a coach home.

According to City of Ottawa requirements, a lot may be eligible for a coach home if it is serviced by municipal sewer and water (or larger than 0.8 hectares if serviced by private well and septic). Only one coach house is allowed per principal residence on the property. Further Section 3.1 of the Official Plan for the City

of Ottawa states that coach houses "are only permitted on lots with a detached, semi-detached, duplex or town-house dwelling and where the primary dwelling does not contain a garden suite, rooming units or a secondary dwelling unit." The coach house must have direct pedestrian access to a public road by a pathway that is at a minimum 1.2 metres wide. Parking for a coach house is not required.

Coach houses must meet certain size requirements: a coach house must be smaller than the principal residence on the lot and yard space must remain for both of the houses. The specific details of the allowable size will vary depending on where the lot is located. The maximum footprint (the area of the ground floor of a building, measured from the exterior of the outermost walls) of a coach home can be no greater than 40% of the size of the main house, and the coach house can not cover more than 40% of the yard. Additionally, the maximum

footprint for a coach house in urban areas is currently 80 square metres and 95 square metres in rural areas.

There are also height restrictions for coach houses. In urban areas, the maximum permitted height for a coach house is 3.6 metres, however a two storey coach house may be permitted in certain situations. In rural areas, the maximum permitted for a coach house is 4.5 metres, or 6.1 metres if a coach house contains a garage with the living space above it.

This is not an exhaustive list of the requirements, and several City processes must be completed before starting the construction of a coach house. In all cases, a building permit is required to be obtained.

## What are some other factors to be aware of?

Coach houses must be designed and located in such a way as to preserve mature trees on the lot and to minimize impact on neighboring properties. Therefore there are

maximum and minimum setbacks from the property line that will apply and there may potentially be limitations on the placement of windows in the coach house.

Coach houses cannot be sold separately and the lot may not be severed to produce two separate residential lots with houses on them. A coach house must remain part of the property on which the main house is located.

Electrical connections are required to be provided from the principal dwelling to the coach house. This may require electrical upgrades in the principal house in order to service the coach house. Also it is important to remember that the addition of a coach house to a lot may result in an increase in property taxes.

co-authored with Mark Armitage, associate lawyer

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## RENTAL GUIDE

# Information about renewing a residential tenancy lease in Ontario

**BY DICKIE & LYMAN LLP**  
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**Q: In late December last year I moved to Ottawa and rented an apartment in a triplex. I signed a lease from Dec. 20, 2016 to Dec. 31, 2017. Now my landlord has given me a rent increase of 1.8 per cent effective at Jan. 1, 2018. He very much wants me to sign a new lease to run until sometime in the spring of 2019. I don't want to sign a new lease because my job may be coming to an end, and I may need to move away, but my landlord is insisting that I sign. I want to keep the apartment for now. Do I have to sign a new lease?**

**A:** No, you do not. In

Ontario, a residential tenancy is automatically renewed unless the tenant or the landlord gives the other a notice of termination, or they agree to terminate the tenancy after signing it. The automatic renewal is on a month-to-month basis on the same terms as in the expired lease other than the rent, which the landlord can increase by giving an official notice of rent increase.

The policy behind Ontario's law is to give tenants the ability to stay in rental units and establish permanent homes there, subject to being required to move only for specific reasons. Landlords can end tenancies during a lease if the tenant does not pay the rent, damages the rental unit, disturbs other tenants or commits an illegal

act. (Examples of illegal acts include assaulting someone at the building, or breaking the city's noise bylaw by making excess noise.) Landlords can end tenancies at the end of a

lease to move into the rental unit themselves or to perform major repairs or renovations, or for various other reasons.

Tenants can end tenancies if they provide at least 60 days'

written notice to the end of a rental period (i.e. to the last day of a lease, or the last day of any month of a month-to-month tenancy).

The automatic renewal of a tenancy on a month-to-month basis can negatively affect a tenant. People who move to Ontario from other provinces, or from other parts of the world, sometimes think that if nothing is done a tenancy ends when it says it ends. However, in Ontario a tenant has to give a specific notice to end a tenancy at the end of a lease.

What signing a new lease (or a renewal) does is to bind both the tenant and the landlord to a new fixed term. The tenant need not be concerned that the landlord will want to terminate for renovations or for personal use. The tenant's

right to stay until the end of the lease also means that if a landlord sells the building, the new owner cannot terminate the tenancy any more than the original landlord could.

Even without a new lease or a renewal, residential landlords in Ontario are limited in when they can take a rent increase and in the amount of the increase. The amount you are being charged is the guideline increase for 2018. That is the maximum percentage by which a landlord can raise the rent at a rent increase date that occurs in 2018. Your rent increase date is also correct since an increase can only take place at least 12 months after the date on which you began to pay the original rent, or paid the last increase.



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