HOMES

# Options for multiple buyers to take title

## Jacques Robert REAL ESTATE LAW

### Two People on Title

When purchasing a home along with another buyer, there are two options on how to take title to the property on the registered transfer. The buyers can elect to take title either jointly or as tenants in common.

If the two people on title are registered as "jointly" and one of the two people passes away, that person's share is entitled to be transferred to the other person through a simple registration called a Survivorship Application which removes the deceased person's name from title. Most married couples will elect to take title jointly as they already want their spouse to have the full title to the property once they pass away. If the property is transferred by way of joint ownership, the property is not included in the value of the deceased's estate for the purposes of paying estate administration tax.

If the two people on title are registered as "tenants in common" and one of the two people passes away, the deceased person's share will be transferred to their estate and the deceased can name in their Will who will inherit their share of the property. The surviving person on title will still have their original share of the title and will be sharing the ownership with the new person named in the deceased's Will. Acquaintances looking to invest in property together, some common law spouses and some couples who consider themselves dating but not common law will sometimes take title to the property as tenants in common because they would like to leave their share of their investment to a family member instead of the other owner on title.

### Three or More Persons on Title

When there are three or more persons registered on title, there is an additional option beyond simply tenants in common or joint tenants. The parties can take title using a combination of the two methods. Therefore, there are three options when there are multiple buyers.

First, the parties could take title jointly among all the buyers. In the case of three buyers, each owner would have a 33% share of the property. If one owner passed away that person's share would be equally shared among the two surviving owners.

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Second, the owners could take title as tenants in common, and the same principles of tenants in common for two owners would apply to the three or more owners. They could designate the percentages they own between them and determine who would inherit their share in a Will.

The third option available when there are three or more people is a combination of the two types of registrations. Therefore, two of the people can hold title jointly between them, but those two people would share title as tenants in common with the third person. When two parents decide to take title to the property along with an adult child, the parties in this case will often elect to take title in this combined manner. The parents will hold title jointly and may decide to hold 60% of the title of the property between them. The adult child will have a 40% share of the title as tenant in common with his or her parents. If the adult child were to pass away, the child's share could be left to whoever they wished in a Will and the two surviving parents would still have 60% of the ownership of the property. If one of the parents were to pass away and the other parent and adult child survive, the surviving parent would still have 60% share of the property. The surviving adult child would also still have his or her original 40% share in the property.

In a case where parents are on title either jointly or as tenants in common with an adult child and the adult child is allowing their common law spouse or significant other to live at the property, we always suggest that the parties see a family law lawyer to draft a cohabitation agreement to protect the owners' interest in the property from any family law claims should the couple part ways.

Choosing how to take title to the property is a personal choice for the buyers, based on what fits their particular needs and wishes. If you have questions about what option would best fit in your situation, please discuss your concerns with your lawyers.

*co-authored with Robin Goski, associate lawyer*

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RENTAL GUIDE

# Tenant's son experiences ups and downs when neighbour's dog is brought into elevator

**BY DICKIE & LYMAN LLP**
who practice landlord/tenant law and other areas of law

**Q: I live in a highrise building with my six-year-old son. Recently, a new tenant who has a dog (which he keeps on a leash) moved onto our floor. Though the dog barks when we get on the elevator, the dog has not made any advances toward my son, but my son is afraid of it. He is frightened to the point that he will refuse to get on the elevator at the same time as the tenant and his dog. What can I do about the dog?**

A: The Residential Tenancies Act provides that landlords cannot generally prohibit animals as pets. However, that right to keep a pet is subject to the obligation not to disturb other tenants unduly. A landlord can act when a tenant's pet seriously interferes with the reasonable enjoyment of other tenants. The problem you have complained of may or may not be seen as substantial interference.

Many variables come into play for the landlord when making a judgment about what action to take regarding a dog. A few include: what type of dog is it; is it displaying aggressive behaviour; does the animal have a history of aggressive behaviour; has there been an attack; or is the animal being provoked when it behaves badly? To get that information the landlord should ask other tenants if they have had any problem with the dog in question.

If the animal is a breed that has been known to act aggressively, the landlord may be more willing to take action than if the animal is known as a gentle breed. However, if a child were provoking the dog, some reaction by the dog will likely not be seen as interfering with reasonable enjoyment.

If the landlord considers that the dog is interfering with reasonable enjoyment, then the landlord can take steps to help resolve the situation. Your landlord could start by sending a letter to the tenant informing him of his responsibility to take proper control of his dog. If the situation is not resolved, your landlord could issue a notice of termination to the tenant and then apply to the Landlord and Tenant Board for an order terminating the tenancy, unless the other tenant gets rid of the dog. Either way, if you inform your landlord of the problem, your landlord will then be able to monitor the situation.

In Ottawa, dog owners must follow the City of Ottawa's Animal Care and Control Bylaw. This bylaw requires that all dogs be registered with the city and be kept on a leash at all times. In order for either Bylaw Services or your landlord to take any action, they will need sufficient evidence of complaints. Without such information, it is very difficult for either Bylaw Services or your landlord to pursue a complaint.

Depending on the breed of the dog, this could be an opportunity to teach your child about respecting animals and safe ways to interact with strange dogs. Perhaps you can approach the neighbour and tell them of your child's fears. They may be able to work with you to build a friendly relationship between your child and the dog. Depending on the dog's size and disposition, perhaps your child can assist with animal care duties such as walking or feeding, so he can build a comfort level around the dog.

If this solution does not work, another option is for you to wait for the next elevator.

**Please send questions for rental experts or suggestions for topics to: Rental Guide, c/o Advertising Features, Ottawa Citizen, 1101 Baxter Rd., Ottawa, K2C 3M4 or by email to: advertisingfeatures@postmedia.com. Selected questions will be answered in future columns. For immediate assistance call the Landlord Tenant Board at 1-888-332-3234.**