



Tenant's guide

2nd version

January 2025



Tenant's obligations

Tenant = The person who rents accommodation from an owner



- Pay the rent on the date written in the lease.



- Keep the dwelling clean and safe..
- Do minor repairs and maintenance (ex. change light bulbs, paint).



- Get permission from the landlord to make major changes (number of rooms, access to a door, etc.).



- Leave the dwelling in the same condition as you found it.



- Respect other tenants' tranquility.



- Warn the landlord of noise or neighbor problems.





Landlord's obligations

Owner = The person who owns the accommodation



- Offer a safe dwelling in good condition.



- Offer a peaceful dwelling (no noise or excessive disturbances).



- Do all necessary repairs except minor repairs and maintenance.



- Warn the tenant 24 hours in advance if they wish to visit or do any work.

Lease

The **lease** is a rental agreement between the tenant (lessee) and the landlord (lessor). It describes **the obligations of each person**:



• Duration of the lease



• Heating



• Rent



• Right or not to smoke



• Means of payment



• Rules on keeping an animal

Information provided to the landlord



The landlord can demand:

- My name, address and telephone number.
- That I pay the 1st month's rent upon signature of the lease
- The name, address and telephone number of my previous landlord
- Proof of my ability to pay (a letter from my previous landlord, from the bank, etc.).



The landlord cannot demand:

- My social insurance number, driver's licence, health care card, banking information.
- A deposit (for the keys, furniture, etc.), a security deposit (to reserve the dwelling) nor any other amount
- Post-dated cheques

If I agree, the landlord can conduct a credit check.

- The **building regulations** are contained in the lease.
The landlord must give a copy **before signing the lease**.
- I have the right to know how much the rent was on the last lease. The amount is written in section G of the lease.
- The lease can be in written or verbal form.



Written Lease

- Is given by the landlord to the tenant.
- Is written on the TAL's (Tribunal Administratif du Logement) lease form.



Verbal Lease

- Is as valid as a written one.
- 10 days after the agreement, the landlord must give the tenant a document with their address, name and rent amount.

F clause : (since the 21st of February 2024) **housing built within the past 5 years**. The landlord must write in the F clause the maximum amount they can increase rent for the 5 years following its construction.

****Does not apply to subsidized housing and cooperatives.**

****Before accepting, I should take the time to read and fully understand my lease.****



Rent payment

Paying my full rent on the date written in the lease is my main obligation.

I cannot hold back payment of my rent in order to put pressure on my landlord.



- The landlord picks up the rent at my apartment, unless agreed otherwise.



- If I pay cash, I must keep a proof of payment (landlord's signature, receipt).



WARNING!

My landlord can ask the Administrative Housing Tribunal (TAL: Tribunal Administratif du Logement) for my eviction if:

- I'm more than 21 days late paying my rent.
- I'm frequently late paying my rent.

The landlord needs a decision from the Administrative Housing Tribunal (TAL) in order to force me out of my dwelling.



Rent increase Renewal of the lease

To increase the rent or make other changes to the lease, the landlord must send me a written notice. They can indicate changes to the lease such as: electricity, appliances, internet, ban on pets. The notice must include 3 possible options:

Refuse and/or Negotiate, Accept, Move.

Financial compensation must be offered if the proposed modification takes away services. Example of a financial compensation: lowering of rent.

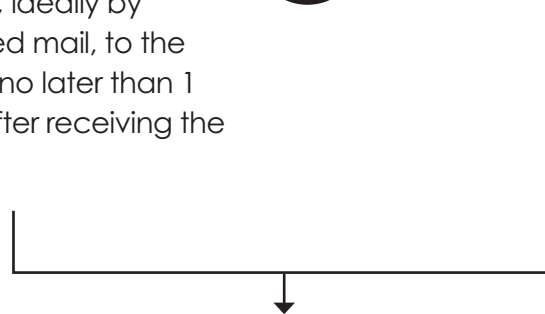
For a 12-month lease, this notice must be sent 3 to 6 months before the end of my present lease.

If I get a notice, I can:

- **Refuse the increase** and modifications and renew my lease: I must respond in writing, ideally by *registered mail, to the landlord no later than 1 month after receiving the notice.



- **Try to negotiate** the rent increase



If the landlord disagrees, they must go to the Administrative Housing Tribunal (TAL)



- **Accept:** the increase or the changes = I do not respond to the notice.



- **Move :** I have to reply in writing that I will not be renewing my lease and that I will be leaving my dwelling at the end of the lease.

If I do not receive a notice :

- **The lease is automatically renewed at the same price and same conditions.**
- If I want to move: I notify my landlord **3 to 6 months months before the end of my lease** by *registered mail.

How do I know if the increase is unfair?

To calculate a rent increase, you need to consider the average rent increase index of the TAL, tax increases, the cost of major renovations, etc. I can ask my landlord to fill out and send me a copy of the calculation tool provided by the TAL.

Ask a housing community organization to help calculate a reasonable increase.



***Registered mail** = signed by the person when they receive it, therefor proof of delivery.

Leaving your apartment before the end of the lease

To leave my residence before the end of my lease,
I have 3 options: **terminate (break), assign or sublet my lease.**

Terminate

Cancelling you lease (breaking your contract) is only permitted in 4 very specific situations, generally with a maximum of 2 month's notice:

- I obtain subsidized housing
- I can no longer occupy the dwelling because of a disability
- My child and/or I are victims of domestic or sexual violence
- I have been admitted permanently to a seniors' residence (RPA)

If I'm not in one of these 4 situations, I can :

Terminate: I try to reach a **written** agreement with my landlord to vacate my apartment before the end of my lease.



If he refuses, I can assign or sublet my lease.

Assigning my lease

Assigning a lease: it's the **best option** for leaving my apartment without any problems. I find someone who wants my lease. If the landlord accepts this person, I will no longer be responsible for the lease. If the landlord refuses to assign the lease to that person without good reason, ➡ my lease will be terminated (broken) on the date I wanted to assign my lease.

To assign my lease, I must :

1. Sign a lease assignment contract with the person who wants to take over my lease.
2. Send a notice of assignment to the landlord ideally by registered mail.



If the landlord refuses the assignment with good reason, the lease is not terminated. I can:

1. Find another person.
2. Ask the TAL to authorize the lease assignment if the landlord's reason is invalid.

I can ask for help from a housing community organization to complete these steps.



Subletting my apartment

Subletting is when I rent my apartment to someone else. **It's riskier**, because I'll be responsible if the person doesn't pay the rent or if they break things in the apartment.



To sublet my apartment, I must:

1. Sign a sublease agreement with the person who wants to sublet my apartment. I cannot rent out my apartment for more than what I actually pay in rent.
2. Send a sublease notice to the landlord, ideally by registered mail.

I can ask a community organization to help me to make sure all the steps are taken correctly.



Roommates



- I have the right to have a roommate.
- Everyone is responsible for paying their share of the rent.
- I make sure their name is on the lease.

WARNING!

If the “yes” box is checked in H section (the tenants are jointly responsible), I may be obliged to pay my roommate’s rent debt to the landlord.



If my roommate doesn't pay:

1. I pay my roommate's share. If I am unable to pay my roommate's share, I may have to leave the apartment for non-payment. (See p.7)
2. I talk to my landlord to try to reach an agreement.
3. I send a formal notice to my roommate to get my money back. If they don't reimburse me, I contact the TAL.

House problems

What can I do?



Repairs to be done

1

Ask your landlord to solve the problem. If the problem continues



2

Send a demand letter to your landlord. If the problem continues



3

Contact the TAL
(Tribunal Administratif du Logement)
1 800-683-2245.



Insalubrity

Vermin, mold, bed bugs,
no hot water, heating problems,
bad smells.

1

Ask your landlord to solve the problem. If the problem continues



2

Send a demand letter to your landlord. If the problem continues



3

Ask the city to inspect your dwelling

4

Contact the TAL
(Tribunal Administratif du Logement)
1 800-683-2245.



Loud noise or problems with the other tenants in the building

1

Discuss politely with the tenant.
If the problem continues



2

Ask the landlord to resolve the situation. If the problem continues



3

Send a demand letter to the landlord.

If the problem continues



4

Contact the TAL
(Tribunal Administratif du Logement)
1 800-683-2245.



Urgent repairs

Water leaks, damage preventing access to the dwelling, broken heating system in winter.

1

Ask the landlord to do the repairs rapidly. Make sure to keep a record of your conversations with the landlord.

If the landlord hasn't done anything after multiple warnings



2

Get the repairs done.
Do not withhold rent.

Keep the bills to be paid back.



3

Pay your rent as usual.

Dwelling visit

The landlord can verify the state of the dwelling, plan visits or do work on it.

Rules concerning visits to dwellings

- The landlord must notify me 24 hours in advance.
- Visits must be held between 9am and 9pm.
- Work on the dwelling must be done between 7am and 7pm, except for emergencies.

**** I can't demand to be there during the visit**



Repossession of the dwelling

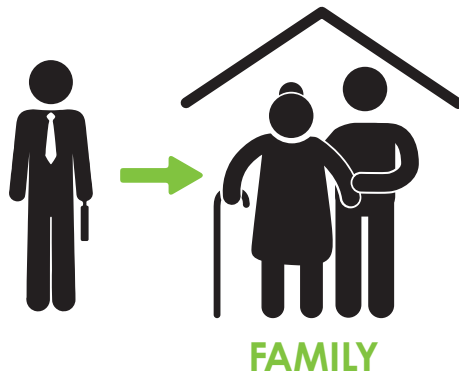
In the event of a repossession, I can stay until the end of my lease.

A repossession is when the landlord wants to take over the property for himself, their parents, their children or any other dependent.

They must send me a notice 6 months before the end of my lease. I have one month to respond to the notice.

To refuse a repossession ➡ I do not respond to the notice.

The landlord will have to take further steps with the TAL.
I can ask the landlord for money for my departure
(a compensation for moving).



Eviction

In the case of an eviction, I can stay until the end of my lease.

Eviction is when a landlord asks a tenant to move out of their property because they want to convert or demolish it. I have the right to receive money from the landlord (a compensation). Compensation is equal to a minimum of 3 months of rent plus reasonable moving expenses. In the event of an eviction after 3 to 24 years in a dwelling, the tenant will receive one month's rent per year of residence.

To refuse the eviction ➡ **I do not respond to the notice.**

Dishonest eviction or repossession

I can sue my landlord for dishonest eviction or repossession. within 3 years following the end of my lease.



WARNING!

My landlord cannot repossess my dwelling
if I meet these 3 criteria:

- I am 65 or over
and
- I've lived in my home for 10 years or more
and
- I qualify for subsidized rent.

In the event of a repossession, they
may repossess my unit or evict me
only if they or a relative is 65 or
older.



As I am a tenant, I can be represented at the TAL by
a person who is not a lawyer.

Renovictions

Renovictions are when a landlord illegally forces a tenant to leave their apartment for renovations.

Even if it's a new landlord, my lease and my rights are still valid.



- Even if the landlord makes repairs it doesn't end my lease. I can refuse the repairs if they aren't necessary or if the monetary compensation is not reasonable.



- The landlord can offer me money in order to sign an agreement that forces me out of my apartment.



- I should be cautious in accepting these cash offers from my landlord which at first glance may seem attractive.

In such cases, I should seek advice from a housing community organization.



Major work

To carry out major work :

- The landlord must notify me in writing 10 days before the work begins, that I have to leave my apartment less than a week or that I can stay.
- The landlord must notify me in writing 3 months before if I have to leave my home for more than a week.
- I have the right to be relocated free of charge or to receive a reasonable monetary compensation.
- When I return to the apartment, the lease continues as planned. I may receive a rent increase notice when I renew my lease within the usual deadlines.



Discrimination

In Quebec, discrimination against tenants is prohibited.

A landlord **cannot refuse to rent** for the following reasons:

- Ethnic origins
- Religion
- Having kids or being pregnant
- Gender
- Civil status



(single, single parent, couple, married)

- Age
- Handicap
- Sexual orientation
- Social condition (welfare, unemployment , etc.)



The landlord **can refuse to rent a dwelling if they believe I will not be able to pay**. I can show them my ability to pay by:

- A letter written by my present landlord, a proof of income or paid bills (telephone, electricity).

If I think I've been a victim of discrimination

1. I visit the dwelling with another person that could act as a witness.
2. If the landlord refuses to rent the dwelling to me, I ask him why.
3. I keep all verbal and written proof (messages left on voicemail, conversations).
4. I file a complaint to the Human Rights Commission.

1 800 361-6477 – It's free

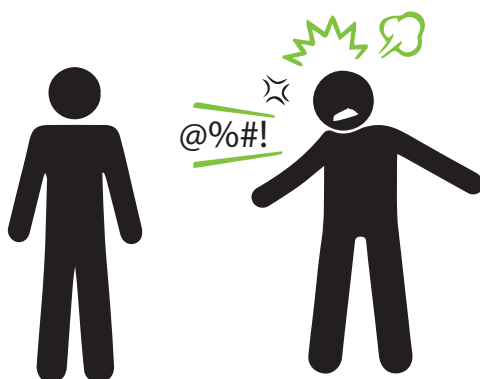
Harassment

Harassment is:

- Mean words or insults based on my sexual orientation, ethnic origin, gender, etc.
- Repeat demands.
- Sexual requests, unwelcome or violent gestures, etc.

If I think I've been a victim of harassment

1. The harassment comes from the landlord: I send them a letter to ask them to stop. If the harassment continues, I file a complaint to the Administrative Housing Tribunal (TAL).
2. The harassment comes from the janitor or a tenant in the building: I notify my landlord in writing.



Housing subsidy

For people with low incomes, except those in social housing: there's a possibility of receiving an amount per month to pay the rent.

The amount given depends on income, rent and the number of people living in the same dwelling.

You must :

- Have filed an income tax return.
- Submit a request to Revenu Québec:
1 855 291-6467 - www.revenuquebec.ca



Éconologis

Free service for people with a low income. Lowers your electricity bill and improves the comfort of your dwelling.

To make a request, I can contact Éconologis:
1844-303-7333.



Ressources

- Web site for tenant's rights in Québec :
www.locataire.info (FRENCH)
- Administrative Housing Tribunal – Tribunal administratif du logement (TAL) 1-800-863-2245 – www.tal.gouv.qc.ca (FRENCH AND ENGLISH)
- The Human Rights and Youth Rights Commission (Commission des droits de la personne et des droits de la jeunesse) www.cdpdj.qc.ca : 1-800-361-6477 (FRENCH AND ENGLISH)
- Éducaloi – educaloi.qc.ca (FRENCH AND ENGLISH)

Special Thanks

This guide was created by the Sac à Mots with the help from the following partners ACEF-Montérégie and the Regroupement des comités logement et associations de locataires du Québec.

The information contained in this guide comes, in part, from the following documents:

- Locataire, ouvre-moi!, Lettre en main,
www.lettresenmain.com
- Guide Droits des locataires 101, RCLALQ, rclalq.qc.ca



This guide was created by



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