



CONCERTATION
FEMME

THE RIGHTS AND OBLIGATIONS OF TENANTS

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INTRODUCTION

As part of the project "Revitalisation Urbaine Intégrée (RUI) du territoire « Laurentien/Grenet » de Bordeaux-Cartierville", this document was created to answer questions that some may pose. It consists of a summary of frequently asked questions, and gives a generalized view of laws concerning tenants.

To live peacefully in a society, we must respect everyone's rights. Therefore, everyone has the duty of "good will", as stated in the Quebec Civil Code. This applies as much to tenants as it does to landlords. On one side, tenants should benefit as much as they can from their dwelling, but on the other side, they must not abuse their rights nor infringe on the rights of landlords. Therefore, tenants also have obligations to fulfill.

TENANTS' RIGHTS

The delivery of the dwelling: at its deliverance, the dwelling (an accommodation or lodging) must be in a good state of repair. The dwelling must be delivered at the proposed time by giving the keys to the tenant.

The rent: the landlord may not ask for the payment of more than one month's rent unless the rent is late. He or she may not ask for additional amounts for deposit, nor for post-dated cheques.

The tenant should ask for a receipt as proof of payment, and such a receipt should be kept for at least 3 years. In the event that the tenant does not know to whom he should pay the rent (e.g. the death of the landlord), he can deposit it at the Régie du Logement.

Increasing the rent: the landlord must send a written notification to the tenant if he wishes to increase the rent. The tenant may discuss the increase with the landlord. If they are unable to arrive at an agreement, the Régie du Logement fixes an annual increase rate that is available on their website as of February of each year.

If a tenant refuses an increase, it does not necessarily mean that he has to leave the dwelling. The lease can still be renewed without the rent being increased.

If the tenant does not want to renew his lease or accept rent increase, he must send a written notification to the landlord within one month of receiving notification from the landlord. If this is

not done, the lease will automatically be renewed, and the tenant will be obliged to pay the new rent at the start of the new lease.

Peaceful Lodging: the tenant has the right to use the dwelling without being disrupted. If there are excessive disturbances, the tenant must notify the landlord, who is obliged to make them stop. If problems persist, the tenant may address a letter to the landlord and fix a precise and reasonable delay before which the landlord must act to make stop the disturbances. This letter must be sent by registered mail with a proof of reception. The tenant must keep a copy of the letter.

If the landlord still does not react, the tenant can ask the Régie to intervene. When there is an intervention, the tenant can ask for a reduction of the rent if he did not have full, peaceful lodging. He may also ask for damage compensation, unless the landlord is able to prove that he did everything possible to stop the disturbances. In the meantime, it is preferable for the tenant to keep a record of the disturbances and to write down any witnesses.

During the lease: the landlord must guarantee that the dwelling is used for the purpose for which it was leased. He must maintain it for such purpose.

The landlord must also make sure that the number of occupants of the dwelling respect normal conditions of comfort.

The purpose of the dwelling: the landlord must not change the dwelling's purpose during the lease.

TENANTS' OBLIGATIONS

The rent: the tenant must pay the rent on the date agreed upon with the landlord. If there is no such agreement, the tenant must pay the rent on the first day of every month. The landlord is not obliged to accept a personal cheque unless such an agreement is made.

Repairs: the tenants must make any urgent and necessary repairs. However, before such repairs are made, the tenant must do everything possible to reach the landlord. If he cannot, he must minimize the costs of repairs. The landlord must reimburse the reasonable expenses.

During the lease: the tenant must be respectful of the dwelling and its accessories (e.g. appliances), and repair any damages made. If there is any defect or deterioration, the tenant must notify the landlord to avoid additional damages.

State of the dwelling: the tenant must maintain the dwelling in a good state and respect regulations pertaining to the dwelling's security.

The purpose of the dwelling: the tenant may not change the dwelling's purpose or form. For example, he may not remove a wall from the dwelling, nor may he transform it into a hair salon.

Peaceful lodging: the tenant must behave in such a way that does not disturb other tenants' peaceful lodging. This obligation pertains to all occupants of the dwelling, including those who receive temporary access. The Régie can cancel the lease or warn the tenant upon the landlord's request.

The lock: the tenant may not change the locks of the dwelling, nor add any mechanism that would restrain access without landlord's consent.

Inspection of the dwelling: it is the tenant's right to verify the condition of the dwelling. The tenant must allow the dwelling to be inspected, to be visited by potential buyers or tenants, and for reparations to be made to the dwelling. During the lease, the landlord must give 24 hours' notification before entering the dwelling. This notification can either be written or verbal, unless urgent and necessary repairs must be made (e.g. major leaks in the plumbing system, sparks in the electricity distribution box). These repairs can be done at any time of day without notifying the tenant. All other repairs must be done between 7am and 7pm.

Visiting the dwelling: as soon as the landlord receives a notification of cancellation or of the non-renewal of the lease, he can put up a "For Rent" sign and allow potential tenants to visit the dwelling. However, he must first ask the tenant's permission before entering into the dwelling.

The landlord must give a verbal or written notification, but there is no minimum requirement of when such a notification has to be given.

Visits must be done between 9am and 9pm. The tenant may request that the landlord be present. If the latter refuses, the tenant may refuse access to the visitor.

At the end of the lease: the tenant must return the dwelling to its initial state. Thus, all additional furniture must be removed, including all added construction, unless the tenant wishes to keep them. In this case, the landlord must reimburse the tenant.

IMPORTANT!

It is essential to take one's time to read a contract before signing it. If there is any part that is not clear, it is necessary to ask for clarification. Furthermore, one must verify that everything he or she wants is clearly stated in the contract (i.e. that the walls are repainted, the carpet cleaned and the locks changed before the delivery of the dwelling).

If the contract is not in one's first language, or if one has difficulty understanding the language, he or she should consult someone who is comfortable with translating the elements of the contract. This allows the person signing the contract to understand all of its clauses, especially those concerning the tenants' rights and obligations.

REFERENCES

Régie du Logement

Montréal, Laval et Longueuil (514) 873-2245
Other regions 1 800 683-2245

Allocation Logement

(514) 864-7020

Comité Logement Rosemont

Judicial information

(514) 597-2581

Comité Logement Ahunatic-Cartierville

General information

(514) 331-1773

Concertation-Femme

Judicial information from legal interns

(514) 336-3733