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# Tenant's guide

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2<sup>nd</sup> 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 21<sup>st</sup> 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

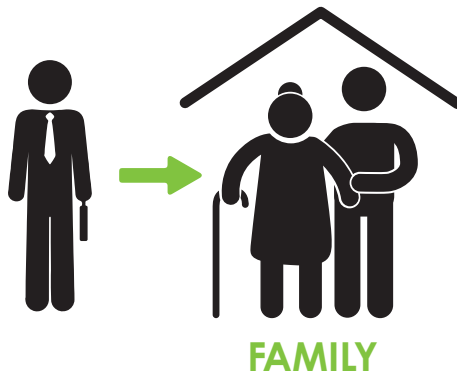
**In the event of a repossession, I can stay until the end of my lease.**

**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

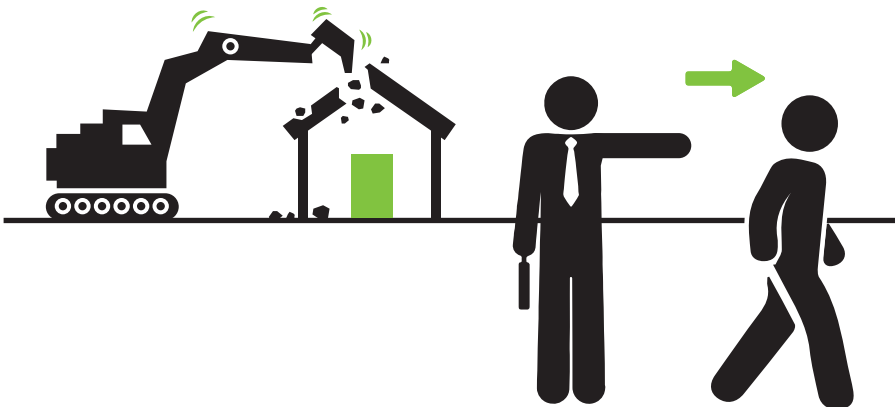
**In the case of an eviction, I can stay until the end of my lease.**

**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**

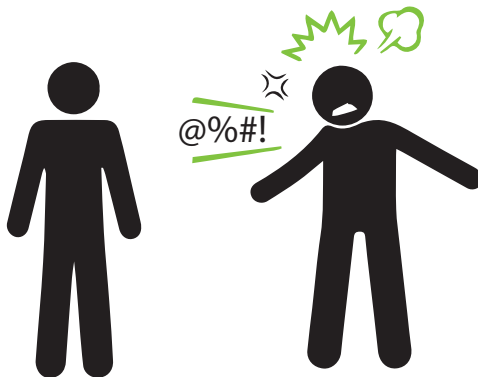
# Harassment

## 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](http://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](http://www.locataire.info) (FRENCH)
- Administrative Housing Tribunal – Tribunal administratif du logement (TAL) 1-800-863-2245 – [www.tal.gouv.qc.ca](http://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.cdpcdj.qc.ca](http://www.cdpcdj.qc.ca) : 1-800-361-6477 (FRENCH AND ENGLISH)
- Éducaloi – [educaloi.qc.ca](http://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](http://www.lettresenmain.com)
- Guide Droits des locataires 101, RCLALQ, [rclalq.qc.ca](http://rclalq.qc.ca)

**EACH SITUATION IS UNIQUE, CONTACT US!**



## Resources of Memphrémagog

Équipe Ressources Relais 819 580-0895  
For everyone and all ages

CJE Memphrémagog 819 843-3007  
16 to 35 years old

AQDR Memphrémagog 819 868-2342  
55 years old +

Han-Droits 819 868-0299  
People with disabilities

Villa Pierrot 819 868-1114  
Single mothers

Équijustice Estrie 819 481-1507  
Citizen mediation

Train des mots 819 993-6193  
Reading and writing support

ACEF Estrie 819 563-8144  
Econologis program

CAAP de l'Estrie 819 823-2047  
Senior residences

*We cannot guarantee a response in English*

Ce guide a été crée par

