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# Tenant's Guide

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## Tenant's obligations



- 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



- 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 he wishes to visit or of any work that has to be done.

# Lease

The lease is a rental agreement between the tenant (lessee) and the landlord (lessor). It describes **the obligations of each party**: length of the lease, the amount of rent, form of payment, heating, rules on keeping an animal, smoking, etc.

## Information provided to the landlord



### The landlord can demand:

- My name, address and telephone number.
- That I pay the 1<sup>st</sup> month's rent on the date the lease is signed.
- 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 permit, health care card, banking information.
- A deposit (for the keys, furniture, etc.) or a security deposit (to reserve the dwelling) or any other amount.

**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 the G section of the lease.
- The lease can be in written or verbal.



### Written Lease

- Is given by the landlord to the tenant.
- Is written on the Rental Board's (Régie du logement) form.



### Verbal Lease

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



**\*\*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 Rental Board (Régie 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 to have a decision from the Rental Board (Régie du logement)** in order to force me out of my dwelling.



# Rent increase Renewal of the lease

To increase the rent or change the lease, the landlord must send me a written notice.

For a 12-month lease, the notice must be sent within 3 to 6 months prior to the end of the lease.

## If I receive a notice, I can:



- **Refuse the increase in rent:** I must answer in writing, by registered mail, to the landlord a month at the latest after receiving the notice.



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



- **Move:** I must warn my landlord. For a 1-year lease, I send a letter 3 to 6 months before the end of my lease.



## If I do not receive a notice:

The lease is renewed automatically.

### How do I know a rent increase is unfair?

To calculate a rent increase, I must take into account the Rental Board's (Régie du logement's) adjustment rate, tax increase, major repairs, etc. I can ask help from a social worker in order to determine what a reasonable increase is.



# Leaving your apartment before the end of the lease



1. **Terminate (break) the lease:** I can leave my apartment before the end of the lease if I come to an agreement with my landlord.

## If he refuses, I can:

2. **Transfer the lease:** it is **the worry-free option** when considering leaving your apartment. I have to find someone who wants my apartment. If the landlord accepts, he writes up a new lease with that person. I am no longer responsible for the lease.

NOUVEAU



3. **Sublet:** I rent my apartment to someone else. **It's more risky**, because I am responsible for anything that breaks or for missed payments.

# Roommates



- I am allowed to have a roommate. I make sure his or her name is on the lease. We will both be responsible for paying the rent.

## WARNING!

On the lease, in the H section, the landlord can tick the box: The lessees undertake to be jointly liable for the lease. If this box has been ticked, the landlord can demand the **total amount of rent**. I will have to pay even if my roommate leaves or does not pay his share.



**A roommate cannot leave the apartment without paying his share of the rent. If this happens:**

1. I come to an agreement with my landlord.
2. If my landlord continues to demand the rent and the “solidarity” box is ticked, I must pay the full rent.
3. I send a demand letter to my roommate and I contact the Rental Board.

# 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 Rental Board  
1800-683-2245.



### 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 Rental Board  
1800-683-2245.



## 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 Rental Board  
1-800-683-2245 or  
Alternative Justice (mediation)  
450-777-4208.



## 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.

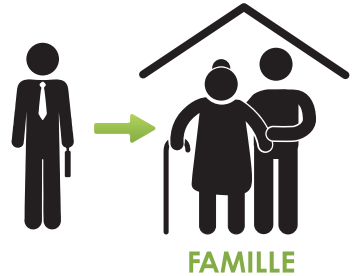
## Rules concerning visits to dwellings

- 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.



# Repossession of the dwelling and eviction

In all cases of repossession and eviction, I can stay until the end of my lease.



**A repossession** is when the landlord wants to take back the dwelling for himself, his parents, his kids or a dependant. He must send a notice 6 months prior the end of my lease. I have a month to answer the notice.

**Refusal of the repossession** ⇨ **I do not answer the notice.**

The owner must take the appropriate steps with the Rental Board.

I can ask my landlord for leave money (a compensation to cover the costs of moving).

**An eviction** is when a landlord asks the tenant to leave his dwelling because he wishes to transform or demolish it. I have the right to get money from the landlord (a compensation).

**To refuse an eviction, I contact the Rental Board** at the latest a month after receiving the notice.

# 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 insurance, unemployed, etc.)



The landlord **can refuse to rent a dwelling if he believes I will not be able to pay**. I can show him 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 him a demand letter to ask him to stop.  
If the harassment continues, I file a complaint to the Rental Board.
2. The harassment comes from the janitor or a tenant in the building: I notify my landlord in written.

# Rental Subsidy

**For low-income persons:** possibility of receiving up to \$80 per month to pay rent and electricity.



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

You must:

- Produce an income tax return.
- Make a request with Revenu Québec:  
1 855 291-6467, option 3.

# Éconologis

Free service for low-income persons. Lowers your electricity bill and improves the comfort of your dwelling.

To make a request, I can contact Éconologis:  
1-844-303-7333..



# Ressources

- L'Association coopérative d'économie familiale (ACEF) Montérégie-Est. Service to help tenants:  
450-375-1443 poste 322 – [www.acefmonteregie-est.com](http://www.acefmonteregie-est.com)
- Rental Board: 1-800-683-2245 - [www.rdl.gouv.qc.ca/](http://www.rdl.gouv.qc.ca/)
- Human Rights Commission: 1-800 361-6477

## Thanks and appreciation

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**The ACEF Montérégie-Est and the Regroupement des comités logement et associations de locataires du Québec (RCLALQ).**

**The information contained in this guide is derived, in part, from the following documents:**

- Housing info kit (in French), ACEF Montérégie-Est, binder available at the ACEF (\$15)
- Tenants, read-me (in French), Lettre en main, [www.lettresenmain.com](http://www.lettresenmain.com)
- Guide to tenants' rights 101 (in French), RCLALQ, [rclalq.qc.ca/](http://rclalq.qc.ca/)



Le **Sac à mots**



## For more help

### Entrée chez soi

Farnham 450 293-1631

**ACEF Montérégie-Est** 450 375-1443

**Le Sac à mots** 450 266-3766

**Centre femmes des cantons** 450 263-1028

**Cellule jeunes et familles  
de Brome-Missisquoi** 450 260-1823

**Espace Vivant Living Room** 450 955-0622

**Action Plus Brome-Missisquoi** 450 293-2123

**Horizon pour Elle** 450 375-7631

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