

# Acquiring a residential rental property

## Introduction

Have you been thinking about investing in rental housing or building an apartment building? Did you recently buy or inherit a rental property? If so, this document is for you. It's intended to help you make informed decisions and understand the first steps to take as a new lessor.

It gives an overview of the regulations that apply to residential renting in Québec but is far from exhaustive.

## Residential property: rules imposed by the law

Residential renting is governed by the *Civil Code of Québec* and the *Act respecting the Administrative Housing Tribunal*. A significant part of this legislation is public policy, which means it cannot be waived, either by a lease clause or otherwise. These rules are reproduced in the MANDATORY PARTICULARS section of the lease form, use of which is mandatory.

## Role of the Tribunal administratif du logement

The Tribunal administratif du logement is the **specialized administrative tribunal** responsible for **applying the law** regarding rental housing.

The mission of the Tribunal administratif du logement includes:

- Deciding on applications submitted to it
- Informing lessors<sup>1</sup> and lessees of their rights and obligations under a lease
- Promoting conciliation between lessors and lessees

## DISCLAIMER

On February 21, 2024, several provisions of the *Civil Code of Québec* were amended. Consequently, some of the information contained in this information sheet applies only as of that date, or under certain conditions. This information sheet is provided for information purposes only and is not intended to replace current legislation.

Tribunal administratif du logement staff can provide information on the recourse options available to contest a decision, the procedure to be followed before the Tribunal and applicable deadlines. However, they cannot provide information on the procedures to be followed before other tribunals. If you need assistance, please consult a lawyer.

At the Tribunal administratif du logement, legal fees are incurred as soon as a judicial application is filed. They may vary depending on the cost of the rent written in the lease or the nature of the application.

## Jurisdiction of the Tribunal

The Tribunal administratif du logement decides in first instance, to the exclusion of any other tribunal, on applications in cases where:

- a. The sum claimed or the value of the thing claimed, or the interest of the applicant is less than the upper monetary limit of the concurrent jurisdiction of the Court of Québec<sup>2</sup>. In this case, If two or more plaintiffs join together or are represented by the same person in the same application, the Tribunal has jurisdiction if it would be competent to hear and determine each plaintiff's application.
- b. Regardless of the sum at issue, the application concerns:
  - Lease renewal
  - Rent fixing
  - Repossession of a dwelling
  - Subdivision or enlargement of a dwelling or a change of destination
  - Certain types of recourse specific to leases of low-rental housing (LRH)
  - an order to perform an obligation under the lease;
  - an order for repairs or improvements required of a lessor;
  - an order to perform obligations concerning the condition of a dwelling to make it fit for habitation or prevent it from becoming unfit for habitation.

The Tribunal administratif du logement also handles cases of:

- Demolition where an authorization to demolish is not required under the municipal regulation.
- Sale of a rental building that is part of a building complex.
- Conversion of a residential building to divided co-ownership (condominiums) where permitted.

This legislation applies to all sites rented for residential purposes, such as:

- An apartment
- A house
- A unit in divided co-ownership
- A room
- A mobile home on a chassis
- Land intended for installation of a mobile home
- Low-rental housing (LRH)

It also applies to **services** (e.g., laundry, meals, infirmary), **accessories** (e.g., refrigerator, air conditioner) and **dependencies** (e.g., garage, parking area) included in the dwelling lease or any other document.

## Special case: a room

A room is considered a dwelling unless:

- Only one or two rooms are rented or offered for rent by the lessor within the lessor's principal residence and those rooms possess neither a separate entrance from the outside nor sanitary facilities separate from those of the lessor.
- It is situated in a hotel establishment.
- It is situated in a health or social services institution.

<sup>1</sup> The term "lessor," found in the *Civil Code of Québec*, refers generally to the owner of a property.

<sup>2</sup> For more details, consult the website of the Tribunal administratif du logement, at [www.tal.gouv.qc.ca](http://www.tal.gouv.qc.ca).

### This legislation does not apply to:

- A dwelling leased as a vacation rental (cottage, etc.)
- A dwelling in which over one third of the total floor area is used for purposes other than residential purposes (e.g., offices, workshops)
- Commercial premises

### BEFORE BUYING

Before you acquire a rental property, it is important to understand the rights, obligations and recourses of lessors and lessees.

### Can a prospective buyer visit the dwellings?

An owner who puts their property up for sale has the right to show the dwellings to a prospective buyer. However, there are conditions that must be met:

- A lessee must be given 24 hours' notice before each visit. This notice may be verbal.
- Visits must take place between 9 a.m. and 9 p.m.
- The lessee may demand that the lessor or a representative of the lessor accompany the visitor.

If the lessee refuses without a valid reason, the owner may apply to the Tribunal administratif du logement for an order to force the lessee to provide access to the dwelling.

### What is the lessee's right to maintain occupancy?

The law entitles the lessee to maintain occupancy. In other words, the lessee has the right to stay in their dwelling as long as they wish, even if the lease is a verbal one, as long as they comply with their obligations.

The lessor may not evict the lessee when the lease expires, because the lease automatically renews, even if a new lease is not signed.

However, certain provisions of the law allow a lessor to terminate a lease when it expires, on specific grounds that will be detailed later (e.g., repossession of a dwelling).

### What does that right mean in practice?

#### Respecting the current lease

Immediately after purchase, the new lessor may not unilaterally change anything about the lease in effect and must respect all conditions of that lease.

For example, if the former lessor went to collect rent at the lessee's residence, the new lessor must continue to do the same.

### Changing a lease in order to renew it

The new lessor gains the rights of the former lessor, including the right to increase rent and to change any other conditions of the lease when it expires.

Such changes may only take effect when the lease is renewed, and in the manner provided by law. Unless changes are made, the lease will automatically renew with the same conditions.

Upon receiving written notice of modifications to the lease, the lessee has three options:

1. They may accept the proposed modifications (failure to respond to the lessor's written notice is equivalent to acceptance).
2. If they find the proposed modifications unreasonable, they must notify the lessor in writing within a month of receiving the notice of modifications. The lessor must then, within a month of receiving the lessee's refusal, apply to the Tribunal administratif du logement to decide on the future rent or other modifications. The lease is renewed under the conditions set by the Tribunal. This decision is binding on both parties. If the lessor does not apply to the Tribunal, the lease is renewed under the same conditions and for the same duration, which may not exceed 12 months.
3. The lessee may also decide to move out. They must then notify the lessor in writing of their intention to not renew their lease, within a month of receiving the notice of modifications.

### Rules for rent fixing

When called upon to fix rent, the Tribunal administratif du logement does so based on the rent paid by the lessee and on the criteria established under regulation.

#### The Tribunal considers:

- All revenue from the property
- Year-to-year variation of certain property-related costs (e.g., taxes, insurance)

- Annual indexing of funds disbursed among other things for energy and maintenance costs and major repairs

At the hearing, the lessor will need to justify the requested increase, using invoices or other relevant documentation, so it is important to get such documents from vendors at the time of a transaction.

To learn more about how lease renewal works and how the Tribunal fixes rents, see the form called **Calculation / How to agree on the rent**, available on the Tribunal administratif du logement website and in all of its offices.

For more information, see the guide **Renewal of a residential lease**.

**Exception:** Neither the lessor nor the lessee may have the rent fixed by the Tribunal nor change any other conditions of the lease for:

- A newly constructed building

#### OR

- A property that was used for non-rental purposes and was altered for residential rental purposes (e.g., a former school turned into apartments)

#### Some conditions apply:

1. The property must have been ready for its planned use or its new use for no more than five years. During this period, the lessor may increase the rent or impose conditions as they wish. This right must be exercised in good faith.
2. If agreed upon since January 1, 1994, the lease must mention this exclusion. If these restrictions are not in the lease in writing, the lessor automatically loses the benefit of the five-year exclusion, and the Tribunal may fix the rent or rule on other modifications.

3. If the lease was entered after February 20, 2024, and the immovable was ready for its intended use after that date, the lessor must also, in order to invoke the restriction on the right to have the rent fixed against the lessee, indicate in the lease the maximum rent that he may impose in the 5 years after the date on which the immovable was ready for its intended use.

These restrictions must be mentioned in the dwelling lease; if they are not mentioned, they may not be set up by the lessor against the lessee.

If these conditions are met, a lessee who disagrees with a rent increase or other proposed modification(s) has only two choices: to accept the modification or to leave at the end of their lease. Informing the lessor that they are refusing the modification means that the lessee intends to leave the premises at the end of the lease.

## Can a new lessee challenge the agreed rent?

Unless one of the above exceptions applies, a new lessee may ask the Tribunal to fix the rent if the amount they pay is greater than the lowest rent paid over the 12 months prior to the start of their lease. The Tribunal will then handle the case in accordance with the *Regulation respecting the criteria for the fixing of rent* and may adjust the rent retroactively to the starting date of the lease.

When you enter into a new lease, you must, in most instances, provide the new lessee with a notice indicating the lowest rent paid or the rent fixed by the Tribunal for that dwelling over the 12 months prior to the lease's starting date. Where no rent has been paid during this period, the notice shall indicate the last rent paid and the date.

This obligation may be discharged by completing section G of the mandatory lease form.

**Note:** The lessee may claim punitive damages if the notice contains a misrepresentation or if you knowingly fail to give it.

However, you do not need to provide such a notice to a new lessee in the following cases:

1. The dwelling is leased by a housing cooperative to one of its members.
2. The dwelling is located in a building that was constructed no more than five years ago or converted to residential use no more than five years ago.
3. The lessee is renting low-rental housing.

For the first two exceptions, the lease must mention these restrictions in section F of the lease form. Furthermore, if the lease was entered after February 20, 2024, and the immovable was ready for its intended

use after that date, you must also, in order to invoke the restriction on the right to have the rent fixed against the lessee, indicate in the lease the maximum rent that you may impose in the 5 years after the date on which the immovable was ready for its intended use.

## Do I need to follow any formalities to do major work?

If you intend to do major work in the dwelling, you must follow certain formalities. Major work includes important repairs or improvements, such as renovating the bathroom, installing new cabinets, repairing the heating system, etc.

You must give the lessee **10 days' notice** prior to the start of work, so long as the lessee does not need to vacate the premises or does not need to do so for more than a week.

If the dwelling must be vacated for more than one week, at least **three months'** notice is required.

## Contents of the notice

Not only do you need to provide notice within the time limits specified by law, but that notice must also include all the following information:

- The type of work to be done (e.g., redoing the entire electrical system).
- The starting date of the work and an estimate of how long it will take.
- Any other conditions under which the work will be done if it is likely to seriously affect the lessee's enjoyment of the dwelling.

Also, if the dwelling must be temporarily vacated, the notice must include:

- How long the lessee must be gone.
- The amount offered to the lessee as **compensation**<sup>3</sup> to cover the expenses involved in leaving the dwelling (e.g., moving costs, storage costs, extra rent paid to stay somewhere else temporarily, etc.).

## Temporarily vacating the dwelling

In all cases where a lessee is asked to leave temporarily, they have **10 days** after receiving the notice to inform the lessor

whether or not they agree to vacate the dwelling. **If the lessee does not respond, they are presumed to have refused to leave the premises.**

If the lessee refuses to vacate, the **lessor** may apply to the Tribunal administratif du logement within **10 days** of the refusal to have it rule on the advisability of the evacuation and set conditions it considers just and reasonable.

## Abusive conditions

If the lessee is not asked to leave the dwelling or agrees to do so but wishes to contest some of the conditions in the notice, the **lessee** has **10 days** after receiving the notice to ask the Tribunal to change or remove the conditions that they consider abusive.

## The hearing

**Whenever the lessee or lessor applies to the Tribunal, all work is immediately suspended unless the Tribunal decides otherwise. These hearings will be given priority by the Tribunal.**

At the hearing held by the Tribunal on the conditions of work to be done, the lessor must show that the work and conditions are reasonable and (if applicable) that vacating the dwelling is necessary.

In its decision, the Tribunal may impose conditions that it considers just and reasonable.

For more information, see the guide **Major work**.

## Repossessing a dwelling

**Can the buyer live in a dwelling in the building or have a family member live there?**

The owner may retake possession of a dwelling in order to live there personally or have certain individuals live there.

However, note that someone who jointly co-owns a property with someone other than their spouse may not **repossess a dwelling**<sup>4</sup>.

<sup>3</sup> This compensation is payable on the date the lessee vacates the premises. If it proves insufficient, the lessee may be reimbursed for any other reasonable expenses incurred.

<sup>4</sup> There are some exceptions to this rule for properties whose titles of ownership were registered before 1988. Contact the Tribunal administratif du logement for more information.

### Who can the owner repossess a dwelling for?

- The owner
- The owner's parent or child
- Any other relative or person connected by marriage or civil union if the owner is their main source of moral or material support
- A former spouse if the owner remains the main source of moral or material support following their legal separation (resulting from a judgment), their divorce or the dissolution of their civil union

If the new owner wishes to occupy a dwelling currently occupied by a lessee, they must personally provide the notice of repossession of the dwelling once the sale is concluded.

### When a dwelling cannot be repossessed

Notwithstanding the above, an owner may not repossess a dwelling if the lessee or the lessee's spouse is 65 years of age or older, has occupied the dwelling for at least 10 years and has income equal to or less than 125% of the maximum income to qualify for a dwelling in low-rental housing, except in one of the following situations:

- The owner is 65 years of age or over and wishes to occupy the dwelling.
- The beneficiary of the repossession is 65 years of age or over.
- The owner is 65 years of age or over and wishes to have a beneficiary under 65 years of age reside in the same building as themselves.

### How to proceed

The lessor (owner) must send the lessee **written notice** of their intent to repossess the dwelling at the end of the lease.

This notice must include the following information:

- The date on which the lessor wants to repossess the dwelling.
- The name of the person who is to live dwelling.
- The degree of relationship or the bond between the lessor and the beneficiary.
- The restrictions and exceptions that apply in certain circumstances where the lessee or their spouse is 65 years of age or older (see the section "When a dwelling cannot be repossessed").

### Timeline for notifying the lessee:

- No less than six months before the end of the lease, for a lease with a term longer than six months
- No less than one month before the end of the lease, for a lease with a term of six months or under
- No less than six months before the intended date of repossession of the dwelling, for a lease with an indefinite term (written or verbal)

### Lessee response

Upon receiving notice of the repossession of their dwelling, the lessee has two options:

1. If they agree to depart at the end of the lease, they must inform the lessor in writing within a month of receiving the notice of repossession.
2. If they refuse to depart, they must inform the lessor of this refusal within a month of receiving the notice of repossession.

**Important:** If the lessee does not respond, they will be deemed to have **refused** to depart.

### What happens if the lessee refuses the repossession of the dwelling?

The lessor must apply to the Tribunal for authorization to repossess the dwelling, within one month of receiving the lessee's notice of refusal or of their presumed refusal (if the lessee does not respond to the notice). During the hearing, the lessor must demonstrate that they truly intend to repossess the dwelling for the purpose stated in the notice, and that the repossession is not a pretext for a different end. In the interim, the lessor and lessee may attempt to negotiate conditions they both deem fair and reasonable, so that the lessor can exercise their right of repossession.

If the Tribunal authorizes the repossession of the dwelling, it may impose conditions that it deems fair and reasonable. These conditions might include a compensation payment from the lessor to the lessee, often equivalent to moving costs.

The lessee may recover damages resulting from repossession whether or not he has consented to it, unless the lessor shows the Tribunal that the repossession was made in good faith.

If you plan to purchase a condominium occupied by a lessee in a rental property converted to divided co-ownership, you may not be able to carry out a repossession.

For more information, please see the guide *Repossessing a dwelling*.

### Is it possible to convert the property to divided co-ownership (condominiums)?

You should be aware that, if your property includes a rental dwelling or has included one in the past 10 years, not all municipalities will authorize you to convert the property to divided co-ownership. You should verify what bylaws are in effect in the municipality in question.

### Authorization by the Tribunal

Authorization by the Tribunal is required in all cases, even when all dwellings are occupied by undivided co-owners.

Repossession of a lessee's dwelling by an owner becomes prohibited as soon as the lessee receives a notice of intent to convert to divided co-ownership. Simultaneously, authorization by the Tribunal becomes required to carry out any work other than urgent or maintenance work.

### Is the property part of a housing complex?

If you are interested in a property located in a housing complex, you must obtain authorization from the Tribunal before proceeding with the sale.

A property is part of a housing complex when:

- Multiple properties are located in proximity to each other and together comprise more than 12 dwellings.
- These properties are jointly administered by the same person or by related persons within the meaning of the *Taxation Act* (a spouse, a company of which the person is the principal shareholder, etc.).

### AND

- Some of the properties have an accessory (e.g., a pool or parking lot), a dependency (e.g., a shed) or, excluding a common wall, part of the structure (e.g., the roof) in common.

If a sale is conducted without prior authorization from the Tribunal, any interested party may apply to the Superior Court to have it declared null and void.

## What about the demolition, division, change of destination or enlargement of the dwelling?

If your project involves subdividing, changing the destination of or enlarging the dwelling, the rules for repossessing a dwelling apply, with the necessary adaptations, to any eviction notice sent on or after February 21, 2024.

If your project involves demolishing a dwelling, or if the eviction notice is sent before February 21, 2024, special rules must be complied with. For more information, contact the Tribunal administratif du logement.

**As of June 6, 2024, no lessee may be evicted for the enlargement, subdivision or change of destination of a dwelling for a period of three years, barring exceptions.**

The prohibition against evicting a lessee for the purposes of enlarging a dwelling, subdividing it, or changing its destination applies to any eviction proceedings **underway** on June 6, 2024, **UNLESS**:

- The notice of eviction was sent before May 22, 2024.
- The notice of eviction was sent after May 21, 2024 and the lessee notified the lessor before June 6, 2024, of his or her intention to comply with the notice.
- The notice of eviction was sent after May 21, 2024, and the lessor applied to the Tribunal before June 6, 2024, for authorization to evict the lessee.

Furthermore, the prohibition against evicting a lessee does not apply IF:

- The eviction concerns a dwelling located in a part of the territory that has been exempted from the application of the prohibition measure and the notice of eviction was sent while that part of the territory was thus exempted.
- The eviction concerns changing the destination of a dwelling in a private seniors' residence, and the cessation of the residence's operations has been approved in accordance with the law.

A lessee evicted in violation of this prohibition may apply to the Tribunal to claim the indemnity payable under article 1965 C.C.Q., damages for any injury suffered, as well as punitive damages.

## After buying: two things to do right away

### 1) Notice of change of owner

As soon as the transaction is complete, the lessees of the property must be notified individually and in writing of the change of owner. This may be done by either the former or the new owner. If notification is given by the new owner, it is preferable to avoid any uncertainty by including a copy of the act of acquisition or a letter identifying the new owner and written by the notary who received the deed of sale.

Until a lessee has been personally notified, they may not be held at fault for continuing to pay rent to the former owner.

If these formalities are not carried out and a lessee is uncertain of who the owner is, the lessee may apply to the Tribunal for authorization to deposit their rent with them.

### 2) Cases before the courts

As a new owner, it is in your interest to inquire about court cases to which the former owner is a party.

**Continuance of suit and intervention** are two proceedings that may be of interest if you wish to take over any active applications.

## Managing a lease

### A written or verbal lease?

A written lease is much more beneficial for all parties because its clauses are proof of their existence for both lessor and lessee. This means they are less likely to be contested than a verbal (oral) lease. Even in the case of a verbal lease, however, a lessor is required by law to give the lessee a document in writing.

Within 10 days of entering into the lease, the lessor is required to give the lessee a copy of the lease. In the case of a verbal lease, the lessor is required to give the lessee a document in writing that states the lessor's name and address, the lessee's name, the rent and the address of the rented dwelling, as well as containing the particulars stipulated under government regulation.

This document forms part of the lease. The lease or the document in writing must be created using the form prescribed by government regulation.

Furthermore, if the lease is renewed and the parties agree to make modifications to it, the lessor must give the lessee a document in writing setting forth the modifications to the initial lease. This document must be provided before the renewal takes effect.

However, the lessee may not apply for the lease to be terminated if the lessor fails to comply with these requirements.

## Entering into a lease: main points

Even if you plan to purchase a residential rental property in which all of the dwellings are currently rented, sooner or later you will have to enter into a lease with a new lessee.

Here is a brief overview of the main points of the process.

### BEFORE RENTING

When a person wishes to rent one of your dwellings, you may not refuse to enter into a lease with them on discriminatory grounds, as defined by the *Québec Charter of human rights and freedoms* (race, religion, social condition, sex, etc.), refuse to uphold their Charter rights, or impose more onerous conditions on them simply because they are pregnant or have one or more children, unless your refusal is justified by the size of the dwelling. You also may not take such actions simply because the person has exercised a right under the law.

Punitive damages may be awarded for violations of this provision.

## 1. Personal information

The *Act respecting the protection of personal information in the private sector* recognizes your right to verify certain information before renting to a potential lessee. The **Commission d'accès à l'information** can provide you with detailed information about the provisions of this law.

However, here are general guidelines developed by the Commission:

### Personal information that may be requested

- **Personal information to establish the IDENTITY of a future lessee**

A lessor may collect identifying information about an individual, i.e., their full name and complete address.

- **Personal information to verify the CONDUCT of a future lessee**

A lessor may, if given consent, collect information to verify the conduct of a future lessee in terms of how they discharge their responsibilities as a lessee.

Therefore, with the appropriate consent, a lessor may collect the contact information of a current or previous lessor.

To establish their conduct, the potential lessee may also provide the lessor with a document from a previous lessor attesting that they honour their obligations.

- **Personal information to establish a future lessee's PAYMENT HABITS**

A lessor may, with the future lessee's consent, collect information related to that lessee's payment habits.

A lessor may, with the appropriate consent, collect the contact information of a current or previous lessor.

To establish their payment habits, the potential lessee may also provide the lessor with:

- An attestation of financial responsibility from their financial institution
- A letter of recommendation regarding payment habits from a previous lessor
- Any other document attesting that they honour their obligations from an organization or business of goods and services that requires payments over time
- Relevant extracts from their credit report

## **Examples of personal information that cannot be required**

- **Driver's licence**

Section 61 of the Québec Highway Safety Code stipulates that the holder of a licence cannot be required to produce their licence except by a peace officer or the Société d'assurance automobile du Québec.

However, the holder of a driver's licence may use their licence to validate information they have provided, i.e., their full name, address and date of birth.

Such validation does not allow for collection of the licence number.

- **Health insurance card and number**

Section 9.0.0.1 of the Québec *Health Insurance Act* stipulates that no one may be required to produce a health insurance card or eligibility card except for purposes related to the dispensing of services or the provision of goods or resources in the field of health or social services.

However, the holder of such a card may use it to validate their full name and date of birth.

Such validation does not allow for collection of the health insurance card number.

## **2. Credit check**

In order to establish a future lessee's payment habits, a lessor may enlist the services of a personal information agent (commonly called a "credit bureau"). The lessor must first obtain the lessee's consent. Once consent is given, the check may be done using a minimal amount of personal information. Using a future lessee's full name, current and past addresses and date of birth, personal information agents can very efficiently find a personal file in their data banks.

People such as students or newcomers to Québec, who do not have any prior history as lessees or any credit history, are nonetheless not relieved of their obligation to provide evidence of good payment habits.

In such cases, it is up to the parties involved to determine what documents or means will, in accordance with current legislation, enable the lessor to assess the future lessee's capacity to pay.

For more information, refer to the *Act respecting the protection of personal information in the private sector*.

## **3. Property bylaws**

You may establish bylaws for your property regarding the use and maintenance of dwellings and common areas. However, you must provide a copy to a lessee before entering into the lease<sup>5</sup>.

Otherwise, you may not require a lessee to comply.

This is the time when you and your lessee come to an agreement about a particular dwelling, the rent to pay and the term of the lease. If no term is specified, the lease has an indeterminate term.

Generally, when there is an agreement as to these elements, the lease has been entered into and the parties are bound by it.

You may also agree on the method of rent payment, heating, work to be done or the right to a parking spot, but no clause of the lease may violate the mandatory provisions of the law.

The lessee must be given a copy of the lease within 10 days of its being entered into. In the case of a verbal lease, the lessor must provide the written document mentioned above.

Please note that the lessor must also provide a notice stating the lowest rent paid or the rent fixed by the Tribunal for that dwelling in the 12 months prior to the start of the lease or, if no rent has been paid during this period, the notice shall indicate the last rent paid and the date.

**Remember:** A lease is a contract, and the best way to prevent legal disputes is to take the time to fill out the mandatory lease form. Its conditions are written in a clear and easily understandable way.

### **Want to prohibit pets on the property?**

Inform the lessee of the prohibition starting in your earliest communications with them, then indicate it clearly and visibly on the lease to avoid any misunderstandings.

### **Do you want the first month's rent in advance?**

Be aware that you can require part or all of the first month's rent to be paid in advance at the time of entering into the lease. You can even make this a condition for entering into the lease.

## **DURING THE LEASE**

### **Notices**

Except for visits and access to the dwelling, any notice concerning the lease must be in writing in the same language as the lease and given to the address indicated in the lease or to any other address provided since the lease was entered into.

## **ENTERING INTO THE LEASE**

<sup>5</sup> There are specific rules governing rental of a unit held in divided co-ownership.

In principle, if these rules are not followed, the notice is null and void, unless the notifier can provide evidence that the person notified was not adversely affected.

## Non-renewal of the lease by the lessee

A lessee who does not wish to renew a lease, and who has not received notice of modifications to the lease, must notify you of that fact by the method and within the deadlines stipulated by law. The method and deadlines are the same as the lessor must use to request changes to the lease from the lessee.

However, if the lessee has received a notice of modifications to the lease, see the available options in the section **Rules for fixing of rent**.

## Rules concerning access to the dwelling and visiting rights

Once you're a lessor, you have the right to verify the condition of your dwellings or to carry out work there. You must exercise this right with judgment. You are required to give the lessee 24 hours' notice. This notice may be verbal, except for major work, for which the notice must be in writing and contain certain information.

However, if repair work is urgent and necessary (for example, a major plumbing leak or sparks in the electrical panel), you may have that work done immediately without having to notify the lessee.

Except in cases of emergency, visits must take place between 9 a.m. and 9 p.m. repairs must be done between 7 a.m. and 7 p.m.

If one of your lessees chooses not to renew their lease, you will be able to visit the dwelling. In that case, the lessee is required to allow visits between 9 a.m. and 9 p.m. No notice is required, but you should still inform them in advance of every visit.

The lessor must act in a reasonable fashion and respect the lessee's privacy and free enjoyment of the dwelling and the inviolability of the lessee's home. It is best if the lessor and lessee can come to an agreement on the conditions for visiting the dwelling.

**Note:** However, that the lessee may demand that you or your representative accompany any potential lessee who visits the dwelling. Otherwise, the lessee has the right to refuse you access.

## Main obligations of both parties under the law and the lease

### For the lessor:

- Provide the lessee, at the start of the lease, with a clean dwelling, in good habitable condition and good repair in all respects.
- Ensure that the dwelling is fit for habitation and maintain it as such.
- Ensure the lessee's peaceable enjoyment of the dwelling.
- Do not change the form or usage of the dwelling during the lease

### For the lessee:

- Pay the rent due, in full, at the date and location stated in the lease.
- Use the dwelling in a reasonable manner and maintain the property in good condition.
- Act in such a way as to not disturb the normal enjoyment of other occupants of the property (and the same is true for persons the lessee gives access to their dwelling).
- Do not change the form or usage of the dwelling during the lease.
- Notify the lessor if they become aware of a serious defect or deterioration.
- Allow access to the dwelling for purposes of verification, work or visits.
- At the end of the lease, hand over the dwelling in the condition they received it in, aside from normal wear and tear.

## Paying rent

The lessee is bound to pay their rent in full on the first day of every term (month or week) unless the parties agree otherwise. If this is not done, the lessor may apply to the Tribunal for the rent due, interest and costs.

**If a rent payment is more than three weeks late, the lessor may apply to the Tribunal to terminate the lease and evict all of the dwelling's occupants.** In this situation, the lessee may avoid termination of the lease by paying, before a decision is made, the rent due, interests and costs.

Termination of the lease may also be granted if the lessee frequently pays their rent late and the lessor can demonstrate to the Tribunal that this has caused them serious prejudice.

The lessor is also bound to comply with certain rules. For example, the lessor may not demand advance payment of more than the first term of rent; they may not demand postdated cheques nor additional

funds as a deposit (for example, for keys or as a guarantee).

## Assigning a lease and subletting

A lease is a binding contract, but the lessor and lessee can come to an agreement to terminate the lease, preferably in writing. It is not true that a lessee can break their lease with three months' notice. However, the law does allow for some exceptions.

Lessees have the right to assign their lease or to sublease their dwelling. Persons pursuing studies who rent a dwelling in an immovable for which the owner is recognized may also, with the consent of the owner, sublease their dwelling or assign their lease.

The lessee must notify the lessor in writing, indicating the name and address of the person to whom he or she intends to assign the lease or sublease the dwelling.

If the lessor refuses the proposed candidate, he or she must indicate the reasons to the lessee within 15 days after receiving the notice. Otherwise, the lessor shall be deemed to have consented to the sublease or assignment. The lessor must comply with the rules for the protection of personal information while conducting verifications.

The lessor may object to the assignment of the lease or the subleasing of the dwelling for serious reasons. For example, a candidate's bad behaviour may be a serious reason, as is his or her inability to pay the rent.

**Note:** Since February 21, 2024, the notice of assignment must also indicate the date of the planned assignment by the lessee, and the lessor may also refuse to consent to the assignment of the lease for a reason other than a serious one. The lease is then resiliated on the date of assignment indicated in the notice sent by the lessee.

### What's the difference between assignment and subletting?

In a sublet, there are two leases: the main lease and the sublet lease. The lessee remains wholly responsible for the lease between them and the lessor. A lessee who subleases his dwelling may not exact, in addition to the cost of the services offered and reasonable expenses for the use of movable property owned by the lessee, an amount exceeding the rent the lessee pays to the lessor.

In an assignment of lease, on the other hand, the lease is transferred to the assignee, who then becomes solely



responsible for it. The assignor is freed from all obligations. A lessee who assigns his lease may not exact consideration.

## For more information

The Tribunal administratif du logement's information services are available during normal business hours (although some points of service are only open part time). We invite you to telephone us first or to consult the Tribunal administratif du logement's website.

TRIBUNAL ADMINISTRATIF DU  
LOGEMENT WEBSITE

[www.tal.gouv.qc.ca/en](http://www.tal.gouv.qc.ca/en)

You may also visit one of our offices to file an application, obtain information from our information service, or receive assistance for a legal proceeding. Please note, however, that our in-person information services are available by appointment only, barring any exceptional circumstances that would justify a meeting without an appointment, and subject to our availability.

To make an appointment, go to:

[www.tal.gouv.qc.ca/en/making-an-appointment-with-an-information-clerk](http://www.tal.gouv.qc.ca/en/making-an-appointment-with-an-information-clerk)

You can also telephone the Tribunal's automated information service and listen to a wide selection of informational messages at any time.

Finally, the Tribunal posts information on Instagram about the laws and regulations surrounding housing law, as well as the procedure before the Tribunal. By following the @tal.quebec page, you'll gain a better understanding of your rights, one piece of information at a time.

## CONTACT US BY PHONE

Monday to Friday

Between 8:30 am and 12 pm and between  
1 pm and 4:30 pm

Montréal, Laval and Longueuil:  
514 873-BAIL (2245) \*

Elsewhere:

1 800 683-BAIL (2245) \*

**\* 24-hour automated information  
service.**

*Before you call, please be sure to have all key  
documents with you.*