



# **SIGNING A LEASE IN A PRIVATE SENIORS' RESIDENCE**

A simple and practical guide to inform  
future lessees about their rights and obligations

## COORDINATION

Secrétariat aux aînés, Direction générale des aînés et des proches aidants of the Ministère de la Santé et des Services sociaux

## COLLABORATION

Ministère des Affaires municipales et de l'Habitation

Régie du logement (Organization bearing the name of Tribunal administratif du logement since august 31, 2020)

## SUPPORT IN WRITING AND PUBLIC LEGAL EDUCATION

Éducaloi

## BODIES CONSULTED

Association québécoise de défense des droits des personnes retraitées et préretraitées

Conférence des Tables régionales de concertation des aînés du Québec

Fédération des centres d'assistance et d'accompagnement aux plaintes

Regroupement québécois des résidences pour aînés

Réseau FADOQ

Réseau québécois des OSBL d'habitation

## PRODUCED BY

**Direction des communications of the Ministère de la Santé et des Services sociaux**

The document can also be consulted online at the following address:

**[Québec.ca/en/homes-and-housing/renting/private-seniors-residences](https://quebec.ca/en/homes-and-housing/renting/private-seniors-residences)**.

The masculine pronoun refers to both women and men.

This guide provides general information. In any case, it must not be interpreted as an opinion or legal advice.

It cannot replace the opinion of experts whom it is necessary to consult in specific situation.

## LEGAL DEPOSIT

Bibliothèque et Archives nationales du Québec, 2019

Library and Archives Canada, 2019

ISBN 978-2-550-84911-7 (Print)

ISBN 978-2-550-84912-4 (PDF)

All rights reserved for all countries. Any reproduction whatsoever, translation or dissemination, in whole or in part, is prohibited unless authorized by Les Publications du Québec. However, reproduction or use for non-commercial personal, private study or scientific research purposes is permitted, provided the source is mentioned.

© Gouvernement du Québec, 2019

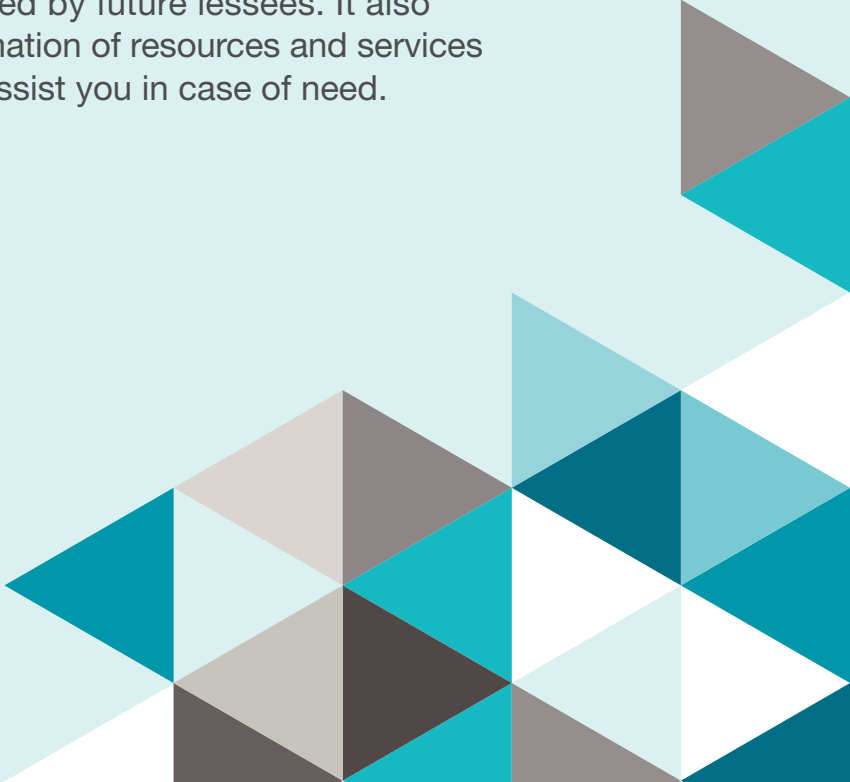


**Are you thinking of leasing a room or a dwelling  
in a private seniors' residence?**

**Or are you a family member accompanying one of your loved  
ones in the steps leading to the signing of a lease?**

Signing a lease in a private seniors' residence means entering into a contract to live in a dwelling and receive services. Like any other contract, the lease grants you rights that are provided by law. When you sign it, you also undertake to honour various obligations.

This information guide was produced by the Gouvernement du Québec with the collaboration of several partners. It provides simple and precise answers to the most frequent questions asked by future lessees. It also provides the contact information of resources and services at your disposal to assist you in case of need.





# TABLE OF CONTENTS

Living in a private seniors' residence	1
Have all the necessary information in hand	2
Choosing to include or not include services in the lease	3
A look at the lease to understand it properly	5
Signing the lease without pressure and in full knowledge of the facts	10
Know your rights and obligations	11
Resources to serve you	12



# LIVING IN A PRIVATE SENIORS' RESIDENCE

A private seniors' residence is a rental property occupied or intended for occupancy mainly by seniors age 65 or over and where different services are offered, such as nursing services, meal services, housekeeping services or recreational services.

The term “**private seniors' residence**” is reserved for residences for which the operator, a private developer or a non-profit organization, holds a certificate of compliance issued by the Ministère de la Santé et des Services sociaux. The certification obliges the residence to comply with various rules to ensure the health and safety of the people who live there. These rules are available online at the following address: **[Québec.ca/en/homes-and-housing/renting/private-seniors-residences](https://quebec.ca/en/homes-and-housing/renting/private-seniors-residences)**.

In addition, like any rental property, the residence must comply with the rules concerning the lease of dwellings, under the jurisdiction of the Tribunal administratif du logement. This administrative tribunal was called Régie du logement until August 31, 2020.

## **Making a clear distinction between a private seniors' residence and a health and social services institution**

Private seniors' residences must not be confused with the institutions of the health and social services network, which are residential and long-term care centres (CHSLD), family-type resources (RTF) or intermediate resources (RI). These institutions offer services and care to persons who cannot remain in their home autonomously due to a severe loss of autonomy.

# HAVE ALL THE NECESSARY INFORMATION IN HAND

Depending on your tastes, your needs and your budget, you might want to visit several private seniors' residences before making your decision. Before signing your lease, you must have the necessary information in hand.

- ✓ **Welcome package:** every residence with an accommodation capacity greater than six lessees is obliged to provide you with an information document, also known as a “welcome package”, when you visit it. Read it carefully. It provides information on the services offered by the residence and their costs, the general operation of the facility and the ways to file a complaint if you are not satisfied with the quality of the services received.
- ✓ **Code of ethics:** this document sets out the way the staff and volunteers must treat the residents and their loved ones. The residence has the obligation to ensure that the code of ethics is respected.
- ✓ **Certification:** the certification granted by the Gouvernement du Québec recognizes the compliance of private seniors' residences according to specific criteria and standards. Take time to consult the Registre gouvernemental des résidences privées pour aînés on **[Québec.ca/en/homes-and-housing/renting/private-seniors-residences](http://Quebec.ca/en/homes-and-housing/renting/private-seniors-residences)** to verify if the residence holds a certificate of compliance.

Feel completely comfortable asking questions to the person in charge of the residence if the documents provided do not seem clear or if the information given to you does not answer your questions. It is completely normal to ensure you are well informed. Take your time before signing anything.



# CHOOSING TO INCLUDE OR NOT INCLUDE SERVICES IN THE LEASE ▼

Private seniors' residences offer varied personal services: meals, nursing, laundry, housekeeping, assistance with dressing and taking medications, etc. Take time to think about your needs and clearly understand the nature and the costs of the services offered before signing your lease.

If you wish to obtain personal services, two options may be available to you.

- ✓ **Choose to include the cost of these services in your lease:** the services you will decide to include in your lease will be recorded on the lease form or in Schedule 6 to the lease. You then will have to pay for these services every month, even if you do not use them, because their cost is an integral part of your rent. If you prefer to eat all your meals in the dining room, for example, the residence could offer to include this service in your lease. This option is often more economical than payment for each use, and the cost will not change for the duration of your lease.

However, if you want to reduce your services after only a few months of use, you should know that the residence is not obliged to accept this before the end of the lease. The residence also has no obligation to reimburse you if you are absent for a few weeks on a trip or if you

are hospitalized, for example. However, some residences may offer reductions in such situations. Inquire about this subject.

- ✓ **Pay the cost of these services for each use:** the residence could also offer you the option of taking services “à la carte”, meaning that you would have to pay for them per use. For example, if you prefer to eat meals in the dining room only when you wish, you could purchase a card entitling you to a certain number of meals. The costs of these services are payable on purchase, and the residence then will give you a receipt or a copy of the contract. Contrary to the services included in a lease, the cost and the nature of the à la carte services can be changed during the year.

You are free to choose one or more services offered by the residence or to select none of them. For example, if you have your own home hairdresser, you can continue to deal with her. The same principle applies to your pharmacist or your housekeeping service. This is your dwelling, and you have the right to receive the services of your choice.

A residence may call on external providers for its services, such as management of its cafeteria. However, the residence at all times provides the services in its own name and has complete responsibility for them.

Note that in some residences, including non-profit residences, the offer of dwellings is associated with the obligation to subscribe to a package of services that will then be included in your rent. Don't hesitate to ask questions for a good understanding of the services already included in your lease and the services not included.

Before accepting you as a lessee, the residence has the right to evaluate your autonomy, particularly to verify that its services and layouts meet your needs. To do this, it must first obtain **your consent**. You are therefore free to accept or refuse these examinations. If you accept, the residence will have to evaluate you with tools recognized by the Ministère de la Santé et des Services sociaux. If you refuse, the residence could decide not to rent you a dwelling if it considers that you are not autonomous enough to live there.



## GOOD TO KNOW!

Whether you are living at home or will be living soon in a private seniors' residence, you can benefit from the measures put in place by the Gouvernement du Québec to favour maintenance of your autonomy.

Depending on your situation and after evaluating your condition, you could be entitled to **free services offered by the health and social services network**.

Contact your CLSC on this subject.

If you are age 70 or older, you could be entitled to the **Tax Credit for Home-Support Services for Seniors**.

This refundable tax credit could help you pay in part for services such as nursing, housekeeping and meals. The eligible services may be those you have chosen on a regular basis or “à la carte”, whether they are provided by the residence or by an enterprise of your choice (receipts or copies of the contracts are required to be entitled to the tax credit). An amount corresponding to a portion of the eligible expenses is then remitted to you directly by Revenu Québec, when you have completed your application for eligibility.

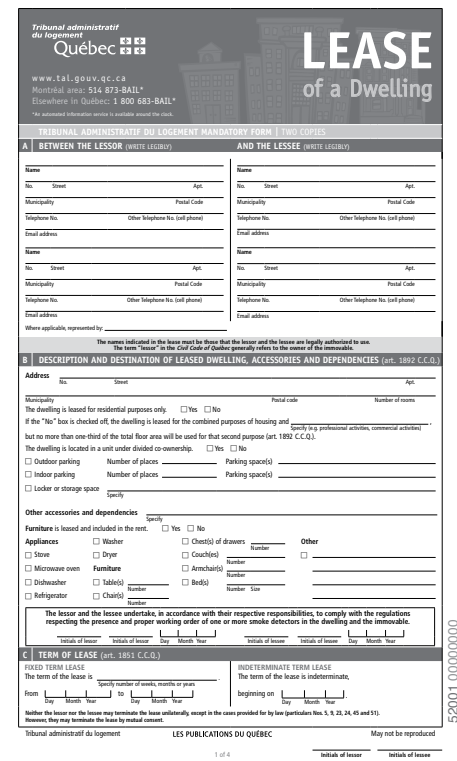
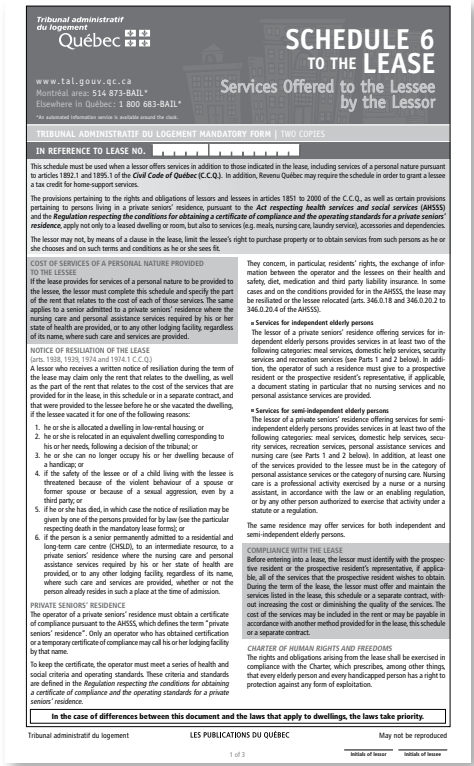
# A LOOK AT THE LEASE TO UNDERSTAND IT PROPERLY

✓ **Schedule 6 to the lease** detailing the different services offered by the residence and their costs.

The lease is much more than a mere formality. In fact, it is the contract that exists between the residence and you. It provides for most of your rights and your obligations regarding your dwelling and the services you will receive from the residence.

The lease is composed of three documents that form a whole.

✓ **The mandatory lease form of the Tribunal administratif du logement.**



✓ **By-laws of the residence** (or by-laws of the immovable) presenting the rules to be respected concerning noise, community life, common areas, waste management, building maintenance, etc. Each residence may establish the rules of its choice, but they must not be contrary to the law.

The residence must give you a copy of the lease no later than 10 days after signing. You retain all your rights if the residence did not use the Tribunal administratif du logement lease form and if it was not filled in completely. Your rights are also protected if any of the clauses of the lease or the by-laws of the immovable is contrary to the law. For any questions on the provisions of your lease, don't hesitate to contact the Tribunal.

## Section D: Cost of the Rent

**D RENT** (art. 1855, 1903 et 1904 C.C.Q.)

The rent is \$ \_\_\_\_\_ Per month  Per week

The total cost of services is \$ \_\_\_\_\_ Per month  Per week

The total rent is \$ \_\_\_\_\_ Per month  Per week

Where applicable, enter the cost of services of a personal nature in Schedule 6 to the lease: Services Offered to the Lessee by the Lessor.

The lessee is a beneficiary of a rent subsidy program.  Yes  No

Specify \_\_\_\_\_

**DATE OF PAYMENT**

• **FIRST PAYMENT PERIOD**  
The rent will be paid on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

• **OTHER PAYMENT PERIODS**  
The rent will be paid on the 1st day  Of the month  Of the week

Or on \_\_\_\_\_ Specify \_\_\_\_\_

**METHOD OF PAYMENT**

The rent is payable in accordance with the following method of payment:

Cash  Cheque  Electronic bank transfer  Other \_\_\_\_\_

The lessee agrees to give the lessor postdated cheques for the term of the lease.

Yes  No \_\_\_\_\_ Initials of lessee \_\_\_\_\_ Initials of lessor \_\_\_\_\_

**PLACE OF PAYMENT**

The rent is payable at \_\_\_\_\_

Place of payment (specify if the payment is made by mail, if applicable)

RENT: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.

A lease with a term of more than 12 months, may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months (art. 1906 C.C.Q.).

The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).

Payment of rent for the first payment period: At the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent.

Payment of rent for the other payment periods: The rent is payable on the first day of each payment period (e.g. month, week), unless otherwise agreed.

Method of payment: The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.

Proof of payment: The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).

Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).

In this section, the residence must indicate the total amount of the rent you will have to pay each month. It must specify separately the base rent and the personal services you will have chosen to include in the lease.

### Calculation of the total cost of the rent

**Cost of the dwelling and the services included in the lease (base rent):** This includes the cost of the leased dwelling and the cost of the general services coming with the dwelling, such as electricity, telephone or Internet access (see Section E of the lease and Part 1 of Schedule 6)

+

**Total cost of the personal services you want to include in your lease:** This includes the cost of the personal services you have chosen and which are indicated in Schedule 6 to the lease: meals, housekeeping, assistance with dressing, etc. (see Part 2 of Schedule 6)

**Total amount of the rent you must pay each month**

You may choose the mode of payment that suits you. The residence does not have the right to require postdated cheques or preauthorized payments. After paying, you may require a receipt to have proof of your payment.

## Section E: Services and Conditions of the Residence

**E SERVICES AND CONDITIONS**

**BY-LAWS OF THE IMMOVABLE**

A copy of the by-laws of the immovable was given to the lessee before entering into the lease.

Given on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ Initials of lessee \_\_\_\_\_ Initials of lessor \_\_\_\_\_

**CO-OWNERSHIP**

A copy of the by-laws of the immovable was given to the lessee.

Given on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ Initials of lessee \_\_\_\_\_ Initials of lessor \_\_\_\_\_

**WORK AND REPAIRS**

The work and repairs to be done by the lessor and the timetable for performing them are as follows:

• Before the delivery of the dwelling \_\_\_\_\_

• During the lease \_\_\_\_\_

**JANITORIAL SERVICES**

Specify \_\_\_\_\_

The contact information for the janitor or the person to contact if necessary is as follows:

Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

Email address \_\_\_\_\_ Other telephone No. (cell phone) \_\_\_\_\_

**SERVICES, TAXES AND CONSUMPTION COSTS**

Will be borne by:

	Lessor	Lessee		Lessor	Lessee
Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/>
Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>
Gas <input type="checkbox"/> other than for heating <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	+ Parking area	<input type="checkbox"/>	<input type="checkbox"/>
Electricity <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	+ Balcony	<input type="checkbox"/>	<input type="checkbox"/>
Hot water heater (rental fees) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	+ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>
Hot water (user fees) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	+ Stairs	<input type="checkbox"/>	<input type="checkbox"/>

**CONDITIONS**

The lessee has a right of access to the land.  Yes  No \_\_\_\_\_ Specify \_\_\_\_\_

The lessee has the right to keep one or more animals.  Yes  No \_\_\_\_\_ Specify \_\_\_\_\_

**OTHER SERVICES, CONDITIONS AND RESTRICTIONS** (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room)

Specify \_\_\_\_\_

By-laws of the immovable: The rules to be observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

If such by-laws exist, the lessor must give a copy of them to the lessee before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).

If the dwelling is located in an immovable under divided co-ownership, the by-laws will apply as soon as a copy of them has been given to the lessee by the lessor or by the syndicate of the co-ownership (art. 1892 C.C.Q.).

The by-laws may not contradict the lease or violate the law.

Work and repairs: On the date fixed for the delivery of the dwelling, the lessor must deliver it in a good state of repair in all respects. However, the lessor and the lessee may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1894 1st par. and art. 1893 C.C.Q.).

However, the lessor may not release himself or herself from the obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the dwelling in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).

Section E of the lease form, entitled “Services and Conditions”, particularly deals with **work and repairs**. If the residence undertakes to perform certain work in your dwelling before your arrival, its nature and duration must appear in the lease. You should know that the law obliges the residence to offer you a dwelling in good condition when you move in and to perform the necessary repairs as long as you live there.

This section also specifies who must pay for **services, taxes and consumption costs**. It could be indicated, for example, that electricity is at the lessee's expense. In this case, you will have to pay the bill corresponding to your electricity consumption with Hydro-Québec.

This section also deals with the **by-laws of the residence** (or by-laws of the immovable), which contain most of the rules of operation of the residence.

## Legal or illegal clauses: can you recognize them?

It may happen, for various reasons, that private seniors' residences have included more restrictive clauses in the lease or the by-laws of the immovable. Some are legal; others are not. You can be reassured: you always retain the rights granted to you by law, regardless of what is written in the documents you sign.

### **The residence charges a deposit.**

This is illegal. The only amount the residence can ask from you when you sign the lease corresponds to the "total rent" for the first month of your lease. For example, it cannot ask you for:

- ▶ an amount that exceeds the total rent for the first month of the lease;
- ▶ a security deposit to pay for eventual damage to the dwelling;
- ▶ any other form of deposit: keys, furniture supplied with the dwelling, etc.

### **The residence tells you that it reserves the right to expel a resident and terminate the lease when it wishes.**

This is illegal. Residents have the right to maintain occupancy and cannot be expelled without a valid reason. In fact, the residence can only terminate the lease for one of the reasons provided by law, including non-payment of rent, and must first obtain a decision from the Tribunal administratif du logement.

### **The residence informs you that it is limiting your hours of entry and exit and your visits, or that it is imposing a curfew on you.**

This is illegal. The residence must respect your right to privacy, because this is your home. This means, for example, that you have the right to control your own lifestyle, enter or leave your dwelling when you see fit and receive any visitors you want. However, the residence has the right to establish rules to favour a peaceful living environment for all lessees, because they have rights as much as you do. It must do this without invading your privacy.

### **The residence specifies that it reserves the right to enter your dwelling at any time.**

This is illegal. The only time the residence can enter your dwelling without giving you advance notice is in case of emergency. Otherwise, it must give you at least 24 hours' notice to inspect the condition of the dwelling, perform the stipulated work or have an eventual buyer visit the property.

### **The residence writes that it will charge you for all the damage it finds in your dwelling.**

This is illegal. The residence cannot ask you to pay for damage that is not caused by your fault or that results from normal wear or a case of force majeure (e.g. natural disaster). However, it has the right to ask you to pay for damage for which you are responsible or damage caused by persons to whom you give access to the dwelling.

### **The residence indicates that it will bill you for higher charges than the damages you might have caused.**

This is illegal. A residence cannot impose higher charges than the damage a resident really caused. For example, if you block your sink with food scraps, the residence can only bill you for the actual cost of having it unblocked. It cannot bill you for fixed charges higher than the actual costs. Another example: in case of an NSF cheque (non-sufficient funds), the residence cannot charge fees higher than those it will really have to pay to its financial institution.

### **The residence asks you for fees to prepare the dwelling for your arrival.**

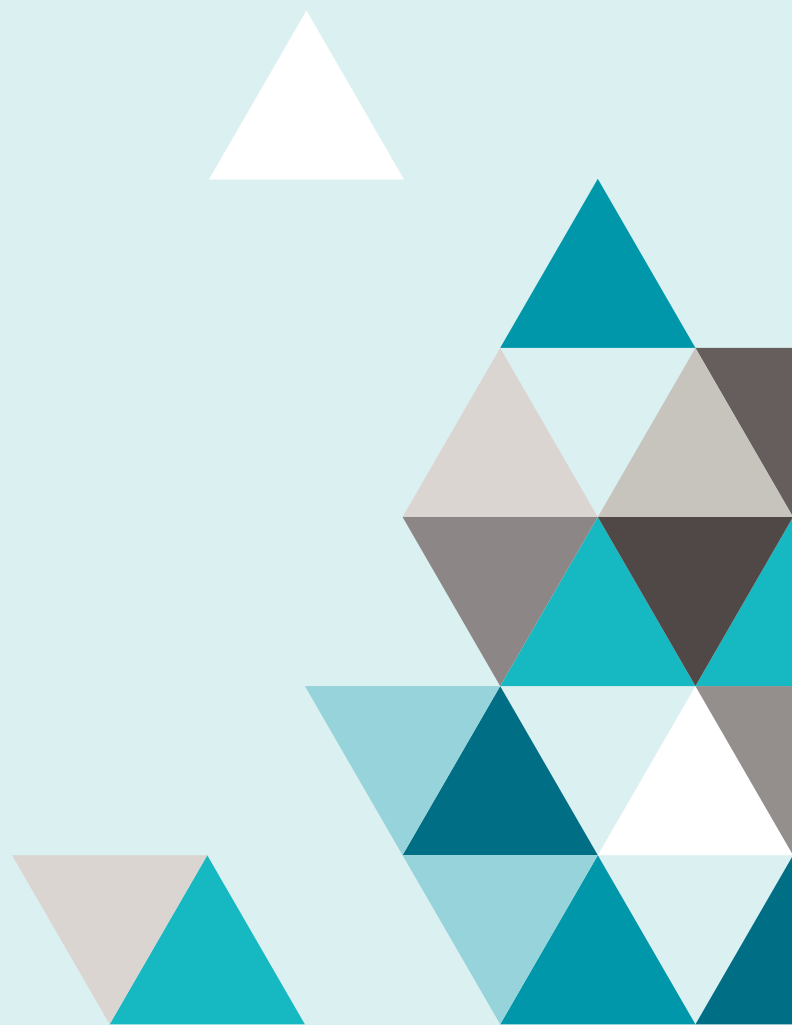
This is illegal. The residence has the obligation to offer a dwelling in good condition from the beginning of the lease. It therefore cannot ask you to pay to have the dwelling cleaned or repaired before your arrival.

### **The residence prohibits you from smoking in your dwelling.**

It has the right to do this. However, such a clause does not give a landlord the right to refuse a smoker as a lessee and, conversely, it does not give the landlord the right to rent only to non-smokers, which would be discriminatory. If you are a smoker, you will have to obey the rule and avoid smoking in your dwelling.

### **The residence prohibits the presence of animals in the dwellings.**

It has the right to do this. The residence may indicate in the lease or the by-laws of the immovable that it refuses the presence of animals or certain types of animals. However, if such a clause does not appear in the lease, you can deduce that their presence is permitted. If you need a service dog due to a handicap, the residence would not have the right to refuse you this accommodation, on condition that the animal's presence does not cause the residence undue hardship. Finally, it is important to account for the municipal by-laws in the residence's territory, because some municipalities prohibit certain animals or dog breeds.





## Section F: Restrictions on the Right to Have the Rent Fixed and the Lease Modified

**F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)**

The lessor and the lessee may not apply to the Tribunal administratif du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:

The dwelling is located in an immovable erected five years ago or less.  
The immovable became ready for habitation on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year.

OR

The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.  
The immovable became ready for habitation on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year.

However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).

**If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the lessee who refuses a modification in his or her lease requested by the lessor, such as an increase in the rent, must vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).**

**If neither of the two boxes opposite is checked off and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue to live in the dwelling, the lease is then renewed. The lessor may apply to the Tribunal administratif du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 41 and 42).**

This section of the lease must be completed only if you lease a dwelling located in a residence that opened its doors within the last 5 years or in a housing cooperative. By this clause, the residence notifies you that any modification to the lease at the time of its renewal may not be contested. In fact, a lessee who refuses an increase or another modification then would have to vacate the dwelling at the end of the lease. To learn more, don't hesitate to contact the Tribunal administratif du logement.

## Section G: Notice to a New Lessee or a Sublessee

However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).

**G NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896 and 1950 C.C.Q.)**

**Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, except when one of the two boxes in Section F is checked off.**

I hereby notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ \_\_\_\_\_.

Per month  Per week  Other \_\_\_\_\_

The property leased, the services offered by the lessor and the conditions of your lease are the same.  
 Yes  No

If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating): \_\_\_\_\_

Signature of lessor \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

**H SIGNATURES**

If the new lessee or the sublessee pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease or sublease is entered into, apply to the Tribunal administratif du logement to have the rent fixed.

If the lessor did not give such notice at the time the lease or sublease was entered into, the new lessee or the sublessee may, within two months after the beginning of the lease, apply to the Tribunal administratif du logement to have his or her rent fixed.

The new lessee or the sublessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.

This section indicates the total amount of the lowest rent paid for your dwelling during the last 12 months. This information must be recorded in the lease, except if the dwelling is located in a housing cooperative, a residence that opened its doors within the last 5 years or a dwelling in low-rental housing.

The residence has the right to charge a higher rent than the lowest rent paid in the last 12 months, but nothing prevents you from asking the reason. For example, it is possible that your rent is higher than the previous lessee's rent because you will have chosen more services than the previous lessee or because your dwelling will have been renovated.

Even after signing the lease, if the rent indicated is higher than the previous rent, you may ask the Tribunal administratif du logement to establish the cost of the rent you should pay. Your application must be filed within 10 days after the lease is signed. The deadline may be longer if the notice in the lease was not filled in or in case of a false statement by the operator of the residence. Obtain information from the Tribunal.

# SIGNING THE LEASE WITHOUT PRESSURE AND IN FULL KNOWLEDGE OF THE FACTS ▼

A lease signing session can take some time. Don't hesitate to ask a family member or a trusted person to accompany you for the lease signing session, if you feel the need.

Since the lease is a contract, you must sign it with "free and informed consent". Concretely, this means that you must have time to understand what you are about to sign and feel free to accept or refuse what is proposed to you.

Under the circumstances, you may want to authorize another person to sign the lease on your behalf. This person may be a family member or another person in whom you have confidence. If you already entrust the management of your affairs to another person, that person may sign the lease on your behalf. It is then recommended that you have a **written power of attorney**. The residence could ask you for a copy.



## GOOD TO KNOW!

Several residents may live in the same dwelling. For example, you may live with a spouse or a friend. In this case, each may sign the lease. Very close to the place where you have to sign, you may check "Yes" or "No" to the statement "The lessees undertake to be solidarily liable for the lease." What does this mean?

- ▶ **If the lessees of the same dwelling check the "Yes" box**, they undertake to be solidarily liable. This means that each then accepts to be completely liable for all the obligations arising from the lease. The residence thus may ask each resident to pay the entire amount for the rent and services that have not been paid. However, you should know that the residence cannot oblige you to undertake to be solidarily liable.
- ▶ **If the lessees of the same dwelling check the "No" box**, they undertake to be jointly liable. The residence thus may only ask each of them to pay his or her share of the rent and services.
- ▶ **If the lessees of the same dwelling do not check any of these boxes**, their commitment will be automatically solidarily liable if they are married or in civil union, and it will be automatically joint in the other situations.



# KNOW YOUR RIGHTS AND OBLIGATIONS

## Once the lease is signed, you will have rights.

- ▶ **Respect:** the residence must treat you and your loved ones with courtesy, dignity and respect.
- ▶ **Right to maintain occupancy:** except for exceptions provided by law, the residence must allow you to remain in your dwelling until you decide otherwise, or until the lease is resiliated (cancelled) by the Tribunal administratif du logement following an application.
- ▶ **Enjoyment of the premises:** the residence must allow you to benefit peacefully from your dwelling and the common areas.
- ▶ **Condition of the dwelling:** the residence must offer you a dwelling in good condition and do the necessary repairs throughout the term of the lease.
- ▶ **Health and safety:** the residence and its personnel must comply with the stipulated health and safety standards.
- ▶ **Rent:** the residence must charge only the amount of rent and services included in the rent.
- ▶ **Services:** the residence must offer you the services included in the lease for its entire term.

## These rights are also associated with obligations.

- ▶ **Payment of rent:** you must pay your rent every month on the stipulated date.
- ▶ **Cleanliness:** you must keep your dwelling clean.
- ▶ **Enjoyment of the premises:** you must comply with the residence's rules of operation and avoid disturbing the living environment or the peace of the other residents.
- ▶ **Repairs:** you must remain vigilant regarding the condition of the premises and notify the residence when repairs are necessary in your dwelling.
- ▶ **Access to the dwelling:** you must allow the residence to have access to your dwelling in case of emergency. Otherwise, it must give you at least 24 hours' notice to inspect its condition, perform the scheduled work or have it visited by the eventual buyer of the property.
- ▶ **Restoration of the dwelling to the same condition as on your arrival:** at the end of your lease, you must leave your dwelling in the same condition as on the day you arrived. You are not responsible for normal wear or the effect of time on the dwelling (e.g. worn floor after living in the same place for several years), but you may be charged for the costs of other damage (e.g. presence of pets who damaged the floor).

# RESOURCES TO SERVE YOU



## Services Québec

Services Québec is the point of access for citizens who want to obtain information on government programs and services, including certification of private seniors' residences by the Ministère de la Santé et des Services sociaux.

Telephone: 1-877-644-4545 (toll-free)

## Revenu Québec

You may contact Revenu Québec to obtain more information on the Tax Credit for Home-Support Services for Seniors.

Telephone: 1-855-291-6467 (toll-free)

Website: [www.revenuquebec.ca](http://www.revenuquebec.ca)

## Tribunal administratif du logement

The Tribunal administratif du logement (known as Régie du logement before August 31, 2020), is the administrative tribunal that deals with questions relating to the lease. It also offers neutral and objective information on the rights and obligations of lessees and landlords.

Telephone: 1-800-683-2245 (toll-free)

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

## Centres d'assistance et d'accompagnement aux plaintes

Present in every region of Québec, the Centres d'assistance et d'accompagnement aux plaintes (CAAP) are mandated by the Ministère de la Santé et des Services sociaux to support users of the health and social services network, including lessees' of private seniors' residences, in their approaches to the Service Quality and Complaints Commissioner. Since April 1, 2019, their service offering has been expanded, at the request of the Gouvernement du Québec, to include information, assistance and support for current lessees of private seniors' residences on questions relating to the lease.

Telephone: 1-877-767-2227 (toll-free)

Website of the Fédération des CAAP: [www.fcaap.ca](http://www.fcaap.ca)





