

In collaboration with the Comité logement du
Haut-Saint-François, the Centre d'action bénévole presents...

GUIDE DU LOGEMENT DANS LE HAUT-SAINT-FRANÇOIS

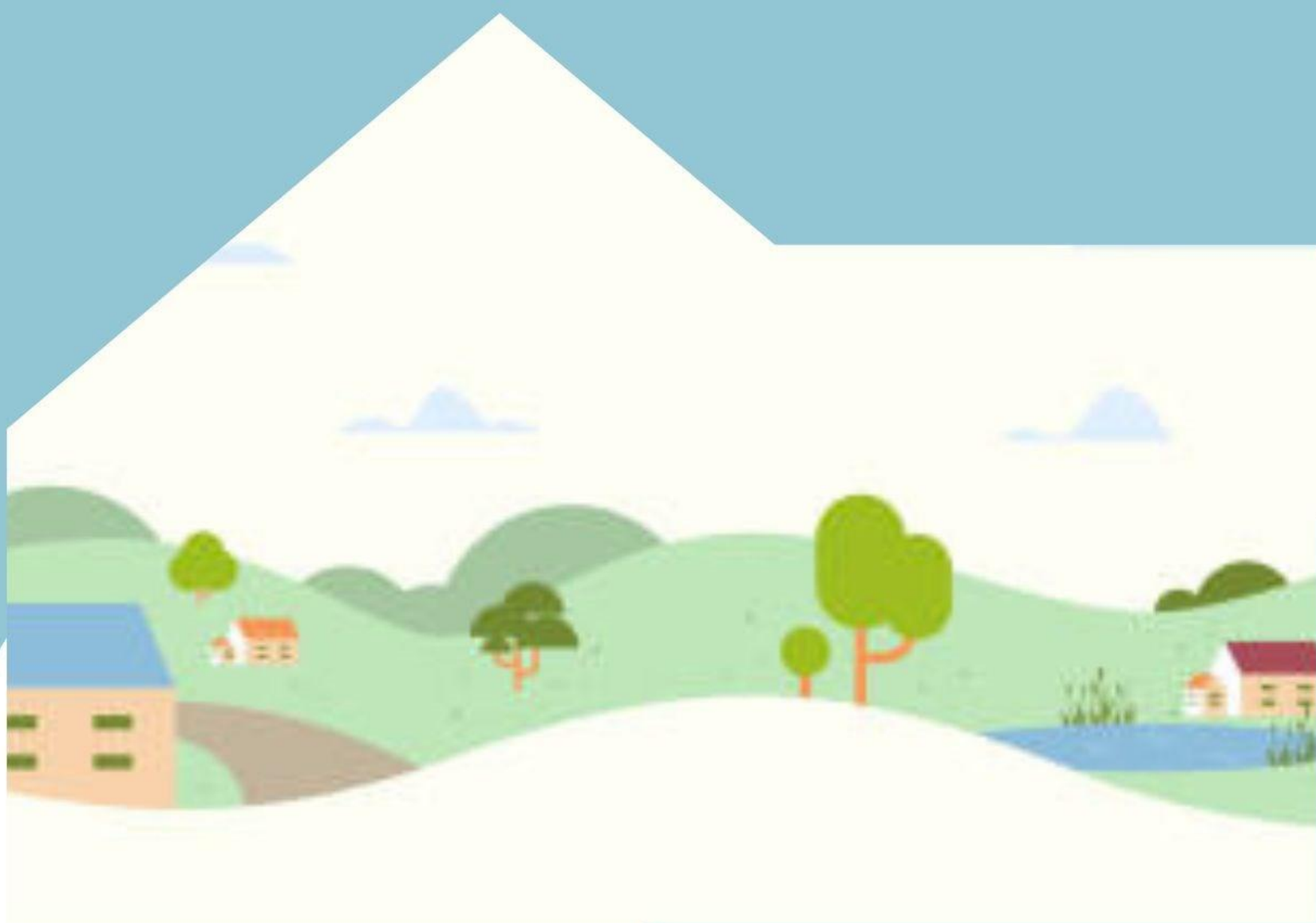


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Glossary

Lease: Contract between a tenant and a landlord for the rental of a dwelling.

Rent: The amount paid for the dwelling.

Terminate: To end the contract, end the lease.

Eviction: Getting kicked out.

Receipt: Proof of payment.

Tenant: Person who lives in a dwelling.

Landlord: Person (owner) who rents to a tenant.

Tribunal Administratif du Logement: In this document, you will find the Tribunal's mandates and contact information on page 27.

TAL: The Régie du Logement has become the Tribunal Administratif du Logement since August 31, 2020.

How to find housing

Go around the streets and spot “for rent” signs on yards or in windows. Some landlords don’t advertise online or in newspapers.



Inform family, friends, colleagues, etc. Don’t underestimate the power of word of mouth, especially in small municipalities.



Regularly check community newspapers and bulletin boards in stores.



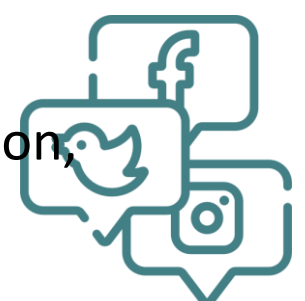
Contact Haut-Saint-François housing search assistance:
819-943-4281 infohsf@sarlghsf.ca



Browse online classified ad websites, such as kijiji.ca, lespacs.com, estrieplus.com, louer.ca, pourlouer.ca and duproprio.com.



Find information in citizens’ groups on social media. A number of municipalities have a virtual bulletin board on Facebook, such as Dudswell, Weedon, East Angus or Ascot Corner. There is also a group named *À louer MRC Haut-Saint-François*.



Visiting and choosing your dwelling

It is always preferable to visit the dwelling in person as photos can be quite different from the reality.

Here are some tips for visiting and choosing a place to live.

During the visit, bring someone else along. They may notice details that you do not. Additionally, they will potentially be able to serve as a witness in case of any issues.

Don't hesitate to look everywhere while visiting.

Open cabinets, doors, etc.

If possible, plan your visit during the day.

Defects will be more visible in daylight.



Ask for permission to take photos; you'll be able to think things over together more clearly afterwards.

You have the right to test things (faucets, switches, etc.) to make sure they work.

Try to contact the current tenant to ask them questions, including the amount of rent, heating or electricity costs, and their relationship with the landlord.

Check the approximate cost of electricity in the dwelling by contacting Hydro-Québec: [Estimate electricity costs | Hydro- Québec \(hydroquebec.com\)](https://www.hydroquebec.com/en/energy-costs/estimate-electricity-costs) or 1-888-385-7252



Important

-New constructions are **not** subject to rent increase rules **within the first 5 years**. If you move into a new construction or a building that has been repurposed, there is **no limit to the percentage of rent increase** at the end of your lease.

-It is **prohibited to ask for a deposit** to reserve a dwelling. If the landlord asks for one, you have the right to refuse.

-Make sure to visit the dwelling before making any payment or signing the lease. [See the section on page 8](#) for more information on your rights when signing the lease.

Discrimination



Image from the Human Rights Commission Awareness Campaign

According to the Human Rights Commission, discrimination is the act of “Treating someone differently [...], **distinguishing, excluding or preferring them** because of their personal characteristics.”

The Quebec Charter of Human Rights and Freedoms prohibits discrimination in the housing sector. You are protected against discrimination and harassment when renting a dwelling and throughout your occupancy.

A landlord does not have the right to treat you differently on the basis of your:

<ul style="list-style-type: none">-Age-Ethnic origin or skin colour-Language-Sex or gender identity or expression-Disability-Social status <p>(social assistance, being unemployed, etc.)</p>	<ul style="list-style-type: none">-Marital status <p>(being married, single, a single parent, etc.)</p> <ul style="list-style-type: none">-Sexual orientation-Family status <p>(having children, being pregnant, etc.)</p> <ul style="list-style-type: none">-Political convictions-Religion
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

What you can do

- Visit the dwelling with another person who can serve as a witness.
- If the landlord refuses to rent the dwelling, ask them why.
- Keep all evidence (emails, conversations, voicemails, etc.).

If you are a victim of discrimination, contact the Commission des droits de la personne et des droits de la jeunesse to file a complaint at **1-800-361-6477**.

If the Commission determines that you have indeed been a victim of discrimination, proceedings may be initiated against the landlord and you may be compensated. You can get help with these steps. **See section on p. 27.**

Credit check and guarantee

To make sure that you are able to pay your rent, **the landlord may ask you to provide proof of your payment habits**. This can be verified by a credit check. You can also agree with the landlord to provide other documents instead of a credit check, for example:



- A letter from your previous landlord;
- A receipt for your rent payment;
- Proof of income; or
- Proof of payment of a bill (electric, phone, etc.).

The landlord does not have the right to run a credit check without your consent.

To run a credit check, the landlord only needs your name, address and date of birth. You do not need to provide any other information such as your social insurance number or driver's licence number.

There are **only two reasons why a landlord has the right to refuse** to rent their property if they doubt your ability to pay your rent:

1-The result of the credit check

2-An unfavourable judgment from the Tribunal du Logement in the past, for example if you have been found guilty in court of not paying your rent to a previous landlord.

If the landlord decides not to rent to you for any of these reasons, **you can still rent if someone agrees to be your guarantor**. This person will be responsible for paying your rent in case of a problem.

A large, light blue banner with a dark blue border. In the center of the banner is a white rectangular box with rounded corners and a dark blue border. Inside this box is the following text:

Unless it is stated
on the lease that the guarantee
will be renewed, the landlord cannot
require a guarantor
at the time of lease renewal.

Signing the lease

The lease is a contract between the landlord and the tenant. **It can be written or verbal.** If it is written, it must be filled out using the form of the Régie du logement, which must be provided by the landlord. **If the lease is verbal, it provides the same rights and obligations as the written lease.** In this case, the landlord must, at most 10 days after the verbal agreement, provide the tenant with a document containing at minimum the names and contact information of each party, the agreed rent, and the address of the rental unit.

Make sure you fully understand the lease before signing it—this is a real contract! You can always be accompanied by another person when signing your lease in order to review it together before you sign. Two heads are better than one!

Régie du logement Québec

www.rdl.gouv.qc.ca
Région de Montréal: 514 873-BAIL*
Ailleurs au Québec: 1 800 683-BAIL*

*Service de renseignements informatisé 24 heures sur 24

BAIL
de logement

FORMULAIRE OBLIGATOIRE DE LA RÉGIE DU LOGEMENT | EN DOUBLE EXEMPLAIRE

A ENTRE LE LOCATEUR (ÉCRIRE LISIBLEMENT) ET LE LOCATAIRE (ÉCRIRE LISIBLEMENT)

Nom
N° Rue App.
Municipalité Code postal
N° de téléphone Autre n° de téléphone (cellulaire)
Adresse de courriel

Nom
N° Rue App.
Municipalité Code postal
N° de téléphone Autre n° de téléphone (cellulaire)
Adresse de courriel
S'il y a lieu, représenté par:

Les noms indiqués au bail doivent correspondre à ceux que le locateur et le locataire peuvent légalement utiliser.
Le terme « locateur » que l'on trouve au Code civil du Québec renvoie généralement au propriétaire de l'immeuble.

B DESCRIPTION ET DESTINATION DU LOGEMENT LOUÉ, DES ACCESSOIRES ET DÉPENDANCES (art. 1892 C.c.Q.)

Adresse
N° Rue App.
Municipalité Code postal Nombre de pièces

Le logement est loué à des fins d'habitation seulement. ☐ Oui ☐ Non
Si la case « Non » a été cochée, le logement est loué à des fins mixtes d'habitation et Préciser (exemples : professionnelle, commerciale), mais pas plus du tiers de la superficie totale ne servira à cette dernière fin (art. 1892 C.c.Q.).

Le logement est situé dans une unité d'une copropriété divisée. ☐ Oui ☐ Non

☐ Stationnement extérieur Nombre de places _____ Emplacement(s) _____
☐ Stationnement intérieur Nombre de places _____ Emplacement(s) _____
☐ Remise ou espace de rangement Préciser _____

Autres accessoires et dépendances Préciser _____

Des meubles sont loués et inclus dans le loyer. ☐ Oui ☐ Non

Appareils ☐ Laveuse ☐ Commode(s) Nombre _____ Autres ☐
☐ Cuisinière ☐ Sécheuse ☐ Canapé(s) Nombre _____
☐ Four à micro-ondes **Meubles** ☐ Fauteuil(s) Nombre _____
☐ Lave-vaisselle ☐ Table(s) Nombre _____ ☐ Lit(s) Nombre Format _____
☐ Réfrigérateur ☐ Chaise(s) Nombre _____

Le locateur et le locataire s'engagent, selon les responsabilités de chacun, à respecter la réglementation relative à la présence et au bon fonctionnement d'un ou des avertisseurs de fumée dans le logement et dans l'immeuble.

Initiales du locateur _____ Jour _____ Mois _____ Année _____ Initiales du locataire _____ Jour _____ Mois _____ Année _____

C DURÉE DU BAIL (art. 1851 C.c.Q.)

BAIL À DURÉE FIXE
Ce bail a une durée de _____ Préciser le nombre de semaines, de mois ou d'années.

BAIL À DURÉE INDÉTERMINÉE
Ce bail est à durée indéterminée.

Section A

Negotiated agreement on the specific conditions and responsibilities of each person

Section B

Specifies what is included in the accommodation, such as furniture or parking

Section C

Lease term

Le loyer total est de \$ ☐ Par mois ☐ Par semaine

Inscrire, s'il y a lieu, le coût des services personnels à l'Annexe 6 au bail : services offerts au locataire par le locateur.

Le locataire bénéficie d'un programme de subvention pour le paiement du loyer. ☐ Oui ☐ Non

Préciser

DATE DU PAIEMENT

• **PREMIER TERME**
Le loyer sera payé le Jour Mois Année

• **AUTRES TERMES**
Le paiement du loyer se fera le 1^{er} jour ☐ Du mois ☐ De la semaine
Ou le Préciser

MODE DE PAIEMENT

Le loyer est payable selon le mode de paiement suivant : ☐ Argent comptant
☐ Chèque ☐ Virement bancaire électronique ☐ Autre

Le locataire accepte de remettre des chèques postdatés au locateur pour la durée du bail.
☐ Oui ☐ Non

Initiales du locataire Initiales du locataire

LIEU DU PAIEMENT
Le loyer sera payable au Lieu du paiement (indiquer si le paiement est effectué par la poste, le cas échéant)

E SERVICES ET CONDITIONS

RÈGLEMENT DE L'IMMEUBLE
Un exemplaire du règlement de l'immeuble a été remis au locataire avant la conclusion du bail.
Remis le Jour Mois Année Initiales du locataire Initiales du locataire

COPROPRIÉTÉ DIVISÉE
Un exemplaire du règlement de l'immeuble a été remis au locataire.
Remis le Jour Mois Année Initiales du locataire Initiales du locataire

TRAVAUX ET RÉPARATIONS
Les travaux et les réparations à être exécutés par le locateur et les échéanciers sont décrits ci-après :

• Avant la délivrance du logement

• En cours de bail

SERVICES DU CONCIERGE

Préciser
Les coordonnées du concierge ou de la personne à contacter en cas de besoin sont :

Nom N° de téléphone

Adresse de courriel Autre n° de téléphone (cellulaire)

SERVICES, TAXES ET COÛTS DE CONSOMMATION

F RESTRICTIONS AU DROIT À LA FIXATION DU LOYER ET À LA MODIFICATION DU BAIL (art. 1955 C.c.Q.)

Le locateur et le locataire ne peuvent demander à la Régie du logement de fixer le loyer ou de modifier une autre condition du bail si l'une ou l'autre des situations suivantes s'applique :

☐ Le logement est situé dans un immeuble construit depuis cinq ans ou moins.
L'immeuble était prêt pour l'habitation le Jour Mois Année

OU

☐ Le logement est situé dans un immeuble dont l'utilisation à des fins résidentielles résulte d'un changement d'affectation depuis cinq ans ou moins.
L'immeuble était prêt pour l'habitation le Jour Mois Année

Le tribunal peut toutefois statuer sur toute autre demande relative au bail (exemple : diminution de loyer).

G AVIS AU NOUVEAU LOCATAIRE OU AU SOUS-LOCATAIRE (art. 1896 et 1950 C.c.Q.)

Avis obligatoire du locateur lors de la conclusion du bail ou de la sous-location, sauf lorsqu'une des deux cases de la section F est cochée.

Je vous avise que le loyer le plus bas payé pour votre logement au cours des douze mois précédant le début de votre bail, ou le loyer fixé par la Régie du logement au cours de cette période, a été de \$.

☐ Par mois ☐ Par semaine ☐ Autre

Le bien loué, les services offerts par le locateur et les conditions de votre bail sont les mêmes.
☐ Oui ☐ Non

Si la case « Non » a été cochée, les modifications suivantes ont été apportées (exemples : ajout de services personnels, d'assistance personnelle et de soins infirmiers, stationnement, chauffage) :

Signature du locateur Jour Mois Année

H SIGNATURES

Signature du locateur (ou de son mandataire)

Signature du locateur (ou de son mandataire)

Les locataires s'engagent solidairement

Toute autre personne qui signe le bail (Mention 12)

Nom (écrite à l'encre)

Adresse du signataire

Nom (écrite à l'encre)

Adresse du signataire

Le locateur doit remettre au locataire un exemplaire de ce bail dans les dix jours de sa conclusion (art. 1895 C.c.Q.).

I AVIS DE RÉSIDENCE FAMILIALE (art. 403 et 521.6 C.c.Q.)

Un locataire marié ou uni civilement ne peut, sans le consentement écrit de son conjoint, sous-louer son logement, céder son bail ou y mettre fin lorsque le locateur a été avisé, par l'un ou l'autre des conjoints, que le logement loué sert de résidence familiale.

Avis au locateur
Je déclare être marié ou uni civilement à Nom du conjoint

Je vous avise que le logement faisant l'objet de ce bail servira de résidence familiale

Signature du locataire ou du conjoint du locataire Jour Mois Année

Section D

Specifies the terms of payment of rent

Section E

Negotiated agreements on the specific conditions and responsibilities of each person

Section F

Restrictions on the right to fix the rent and modify the lease. To be completed only if the rented accommodation is in a building constructed or repurposed 5 years ago or less or is part of a housing cooperative

Section H

It is important that both copies are signed by the owner and the tenant. Everyone should keep a copy of the signed lease.

Section G

The owner has a legal obligation to enter the lowest amount paid in the last 12 months.

Section I

To be completed to avoid that only one person in a couple makes the decision of who will occupy the accommodation in the event of a conflict



Helpful information...

- * Most leases are for one year, from July to July, but **the lease can have a variable term** and begin and end at any time of the year.
- * There are different **forms** for student residences, mobile-home land rentals, low-rent housing, etc. In all cases, it is the landlord who must provide the appropriate document.

***The lease can be conditional**, meaning it allows the landlord to request a credit check before renting the accommodation. If the landlord is satisfied with the check, the tenant who has signed a conditional lease is then obligated to rent it, and **can no longer change their mind**.

* If there is a list of building regulations, the landlord must provide a copy to the tenant before the lease is signed. Some regulations, for example, may prohibit the presence of animals or establish access to the yard, parking, etc. **Anything contained in the regulations is considered part of the lease**.

* Upon the signing of the lease, the landlord has the right to request payment for the **first month of rent**. In this case, the landlord must provide the tenant with a receipt confirming the payment received.

Tenant rights upon signing the lease



* It is **illegal** for the landlord **to ask for money for any reason other than the first month's rent**, such as an amount exceeding one month's rent or a deposit for any reason (for a pet, for keys, for furniture, to guarantee the condition of the housing, to reserve the apartment, etc.).

* The landlord does not have the right to demand pre-signed (post-dated) cheques.

* If verbal agreements were made before the lease was signed, make sure they are indeed written on the form and consistent with what was discussed.

Words fly away, but writings remain...

* **The amount that the previous tenant was paying should appear on the lease,** in section G.

Upon signing the lease, you may notice a **substantial increase** in rent compared to what the previous tenant paid. In this case, you have **ten days** from the date of the lease signing to request a rent review from the Tribunal Administratif du Logement.



You can also arrange with the former tenant for them to leave a copy of their lease agreement in a specific location, for example, in a kitchen drawer, to check if the amount entered in section G is correct.

If you discover on your own that the landlord has made a false statement, you have **two months** after the start of the lease to request a price review from the Tribunal Administratif du Logement.

A public registry of housing also exists to encourage tenants to **share information about rents**. You can consult the rent registry online or add this information for future tenants of your dwelling. The purpose of this registry is to prevent unreasonable rent increases.



<https://rentalregistry.ca/fr/qc>

Inoperative clauses

Inoperative clauses are conditions which, **even if they are written in the lease, are not valid** even after the document is signed because they are **considered abusive**. Here are some examples:

- A rent increase during a lease, for any reason;
- A note stating that the lease is non-renewable;
- The landlord's refusal for the lease to be transferred or sublet;
- The requirement to pay the rent by post-dated cheques;
- The requirement to pay a deposit for any reason; and
- The requirement to pay more than one month's rent at a time.



Joint tenancy



Several people can share a lease and live in the same dwelling, as joint tenants. **For everyone sharing the dwelling to be responsible for it, each individual must sign the lease.**

If only one name appears on the lease, then only that person is considered a tenant and they will have all the responsibilities that are listed on the document, including payment of rent.

There are two types of joint tenancy

Shared responsibility (joint obligation)

Each roommate is only **responsible for their share of the rent.**

Mutual responsibility (solidary obligation)

When the box *solidaire et indivisible* (solidary and undivided) is checked on the lease in section H, **each tenant is responsible for payment of the full rent.** If, for any reason, one of the tenants does not pay their rent, the other tenants will have to pay their own share of the rent plus the share of the person who did not pay.

Example: Jules and Leo share a 5 and a half. The cost of rent is \$800. Jules doesn't pay his rent for the month of March. If the solidary and undivided box is not checked in section H of their lease, Leo only owes half of the rent, i.e., \$400, to his landlord. However, if this box is checked, Leo is responsible for the entire rent and must pay the landlord \$800 for the month of March.

Whether the solidary and undivided box is checked or not, married spouses and common-law partners are automatically considered solidary.

What to do when a tenant doesn't pay their share...

1-Try to reach an amicable agreement with the landlord;

2-If the solidary and undivided box is checked and the landlord demands rent payment, the rent must be paid in full, and then steps can be taken with the Tribunal Administratif du Logement. If you don't pay, you are the one who will be penalized;

3-Send the other tenant a formal notice and contact the Tribunal Administratif du Logement. You will find a formal notice template on [page 27](#).

Pets



The landlord may specify in the lease or in the building regulations that all or certain animals are prohibited. The landlord has the right to enforce the agreed arrangement **even if the animal causes no harm and even if the landlord has tolerated the animal previously.**

If the lease or regulations do not prohibit it, the tenant has the right to have a pet. However, the tenant must make sure that the animal does not disturb the tranquility of the premises and that the accommodation is kept clean and in good condition. The tenant must also comply with municipal by-laws. Some municipalities prohibit certain animals or limit the number that can be kept in a residential unit.

If the tenant has a service dog to help them cope with a disability, they can keep it even if animals are prohibited in the lease or in the regulations.

Taking possession



Upon arriving at your new dwelling, take **photos**. Flaws and other details are more apparent when the premises are empty. In case of a problem in the future, this could be useful as proof of the condition of the housing before your arrival, and therefore it may more easily prove that you were not responsible.

These photos can also help you verify and prove that upon your departure you left the accommodation in the same condition as when you arrived, which is one of the tenant's responsibilities.

If, upon your arrival, you find that the housing is in **very poor condition** to the point of threatening your health or safety (see [unsanitary criteria on page 15](#)), you may terminate your lease by contacting the Tribunal Administratif du Logement.



Important

If you still decide to move into the dwelling, even if it's just to store your belongings or sleep there for a single night, you are considered to have agreed to live in the dwelling under these conditions and **it will be much more difficult to cancel your lease afterwards.**

Rights and obligations



In the following pages you will find the main rights and obligations of the tenant and the landlord. If you are having a problem with your landlord because they are not respecting your rights as a tenant, here is a summary of the steps to follow:

Notify the landlord and, if possible, keep proof of this. If you take further steps and you do not keep any proof, the landlord may say that they were unaware of the issue, and it will be your word against theirs.

1-Try to reach an agreement with the landlord. If it is too difficult to do so, you can contact Médiation Citoyenne Estrie:



819-481-0969 | estrie@equijustice.ca

2-If the landlord refuses to solve the problem or come to an agreement, or does not stand by their commitments, send your requests to the landlord in writing and keep a copy. If this still doesn't work, you can send them a formal notice. **See more details about formal notices on p. 26.** At this stage or any other, you can reach out to the housing committee, which offers free legal information and support in case of conflict with landlords. The go-to authority in Estrie is the Association des locataires de Sherbrooke:



819-791-1541 | locataire1@videotron.ca

3-If the landlord does not resolve the issue within the deadline you indicated in the formal notice, you can contact the Tribunal Administratif du Logement to request a hearing:



1-800-683-2245 | <https://www.tal.gouv.qc.ca>

Important: Try to always keep records of your communications and actions at each stage of the process (voicemail messages, letters, emails, text messages, photos, etc.). Make sure to also date them. It's better to have them even if you're not sure you'll need to use them.

Rights and obligations

Tenant's rights

Right to safe, decent housing

Usually, municipalities are the parties responsible for inspecting housing in case of problems in order to assess safety and cleanliness. When steps with the landlord don't work, the first entity to contact is the municipality, followed by the Tribunal Administratif du Logement (after receiving the results of the municipal inspection). Some municipalities do not offer this service. In this case, you must directly contact the Tribunal Administratif du Logement.

If you have your dwelling inspected, keep a copy of the inspection report as proof. This could help with your future steps.



Here are the factors taken into account for housing to be considered **clean and safe**:

- Safety **measures**, for example doors that lock, stairs that meet safety standards, sturdy railings, etc.
- Proper **functioning** (plumbing, electricity).
- Absence of health risks** (deep mold, fungi, excessive humidity, etc.).
- Absence of pest invasions** (cockroaches, bedbugs, rats, etc.).
- Absence of **maintenance problems** (housing in too poor condition for normal maintenance).

If heating is included in the rent, the landlord is responsible for ensuring that the unit is kept at a comfortable temperature, regardless of the time of year. The landlord therefore cannot decide to heat only during the winter months or from one date to another. There is no law setting a minimum temperature, but a temperature around 21 degrees Celsius or higher is generally considered comfortable in winter.



In case of **heating failure in winter**, the problem is considered **urgent**. The tenant must notify the landlord as soon as possible. If the tenant is unable to reach the landlord, the tenant has the right to have the heating repaired or the oil tank filled. The landlord will then have to reimburse the tenant or lower the cost of their rent according to the amount paid by the tenant.

Right to peaceful enjoyment of the premises

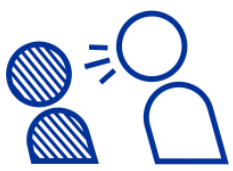
Tranquility (peace and quiet)



The landlord is responsible for ensuring peace and quiet for their tenants. Peaceful enjoyment of the premises includes the right to **live in a dwelling free from disturbances and excessive noise**. If a neighbour is bothering you, talk to them first and try to find a solution.

If you cannot come to an agreement, you can ask your landlord to take steps to ensure your tranquility.

Harassment



According to the Human Rights Commission, harassment is manifested by “offensive, contemptuous, hostile or unwanted words or behaviour.” Harassment is often associated with **repeated acts**, but **a single serious act** can also be considered harassment.

Harassment can take different forms. Here are some examples:

- Hurtful remarks;
- Insults based on a personal characteristic;
- Sexual propositions;
- Violent acts; and
- Repeated requests.

Harassment can greatly diminish the tenant’s quality of life and sometimes seeks to push them to leave. **Under no circumstances can a landlord use harassment to try to force a tenant to leave their housing.**

If the harassing behaviour comes from the landlord, you can directly send a formal notice asking them to end this behaviour. The formal notice will serve as proof and can demonstrate to the landlord that the problem is serious and that you know your rights.

If the harassing behaviour comes from other people in the building, you can start by discussing it with your landlord, who will have to take steps to end the situation.

Right to respect for private life

Access to housing

The landlord may have access to the dwelling to check its condition or to make repairs. However, the landlord must **notify the tenant, verbally or in writing, at least 24 hours in advance**. The work must take place **between 7 a.m. and 7 p.m.**



In case of an emergency, such as a heating breakdown in winter, a major pipe burst, sparks in the electric panel, etc., the landlord can undertake repairs without notifying the tenant beforehand.

If the landlord sells the property, they have the right to show it to potential buyers, but must absolutely inform the tenant, verbally or in writing, at least 24 hours in advance. The tenant has the right to demand that the landlord or a person representing the landlord be present during the visit. Visits must take place **between 9 a.m. and 9 p.m.**

Right to remain on the premises

You have the right to live in your dwelling for as long as you wish. The landlord has the power to change certain conditions of the lease, but only you can terminate it, except for these exceptional reasons:

Exception 1: Repossession of the dwelling

The landlord has the right to take back the dwelling to live in it themselves or to accommodate a close family member or a family member supported by that landlord. In order to take back the dwelling, the landlord **must notify the tenant by a written notice**. The notice must mention the scheduled date of repossession, the first and last name of the person who will be living in the dwelling, and their relationship to the landlord, and must be transmitted within the deadline provided by law:

Lease of more than 6 months: At least 6 months before end of lease

Lease of less than 6 months: At least 1 month before end of lease



If the deadlines have not been met following the notice, the landlord will have to wait until **the end of the next lease** to resume their procedures.

You have 30 days to respond to the landlord. **If you do not respond** within this time frame, it is **considered a refusal to leave** the dwelling. The landlord will then have to take steps with the Tribunal Administratif du Logement and **prove that they meet all the necessary conditions** to repossess the dwelling.

If the Tribunal Administratif du Logement accepts the repossession, it might award you a sum of money to which you are entitled and the landlord will have to pay it to you for your departure.

Exception 2: Eviction

If the landlord makes **major** modifications to the building where your housing is located, for example, changing the number of apartments, changing what the premises will be used for, or even demolishing it, the landlord will have to send you an eviction notice within the time frame provided by law:

Lease of more than 6 months: at least 6 months before end of lease

Lease of less than 6 months: at least 1 month before end of lease



If you wish to refuse the eviction, you must personally address the Tribunal Administratif du Logement within **30 days** of receiving the notice. If you do not respond within this time frame, **it is considered that you agree to leave.**

You have the right to stay until the end of your lease and you are **automatically entitled to compensation**. In general, it is considered that 3 months’ rent and reimbursement of moving expenses constitute an acceptable compensation. If the landlord refuses, turn to the Tribunal Administratif du Logement, which will determine the amount of compensation the landlord will have to pay you.



Important: you cannot be evicted for renovations or repairs, even major ones.

You are protected against repossession of or eviction from your dwelling if you meet **all** of the following conditions:

- 1-Being over 70 years old,
- 2-Living in the dwelling for more than 10 years,
- 3-Having an income that qualifies you to live in low-income housing (HLM)

Exception 3: Decision of the Tribunal Administratif du Logement



The Tribunal Administratif du Logement has the power to terminate your lease if, after the landlord has requested a hearing and the judgment has been rendered, it concludes that you are not fulfilling your obligations as a tenant.

The landlord cannot evict you from your dwelling without a decision from the Tribunal Administratif du Logement. If the landlord has appealed due to non-payment of rent but you pay everything you owe to the landlord before a decision is made at the Tribunal Administratif du Logement, the landlord cannot evict you.



Obligation to pay rent



Payment of rent is the **main responsibility of the tenant**. If the rent is one day late, the landlord can file a complaint with the Tribunal Administratif du Logement for non-payment. They can also file a complaint if the rent is frequently late.

You must pay your rent according to the agreed payment method and at the scheduled time. Usually, rent is paid on the first day of each month and it is the landlord who comes to collect it at the tenant's home. **Different arrangements can be made but they must be written in the lease.** Once you and your landlord have agreed on a payment method in the lease, the landlord cannot ask you to change the payment method.

Always ask for **proof of payment** that is dated when you pay your rent.
If you pay in cash, or by cheque but the landlord does not deposit the payment, you will have no proof that you paid on time.



Important

When there is a conflict or the landlord does not respect their obligations, it can be tempting to take matters into your own hands and not pay your rent, or to pay a lesser amount. **You could be found guilty** by the Tribunal Administratif du Logement for non-payment. It is always better to **pay your rent in full and wait for a decision from the Tribunal Administratif du Logement** for a rent reduction or financial compensation.

Obligation to occupy the dwelling for the intended purpose

If you sign a lease for a rental property, you may not decide to use it for commercial purposes, for example.

Obligation to respect the peace and quiet of other tenants

Each tenant has the right to live in a dwelling free of disturbances and excessive noise.

Obligation to get the landlord's permission to make major changes to the dwelling

Examples include changing the number of rooms, making an opening in a wall, changing access to a door, etc.

Obligation to keep the dwelling safe and clean and to perform the repairs required for regular maintenance



Simple, minor and inexpensive repairs and regular maintenance of the dwelling are the responsibility of the tenant. Examples include changing the smoke detector battery, changing a light bulb, screwing in a door handle, or touching up paint. Major repairs are the responsibility of the landlord.

Obligation to notify the landlord as soon as possible in case of a problem

The landlord must be aware of the condition of the dwelling. Furthermore, if you do not promptly report any issues, you may be found guilty in case of a deterioration in the dwelling.

Obligation to leave the dwelling in its original state

When you leave your dwelling, it must be in the same condition as when you moved in.



Right to collect rent

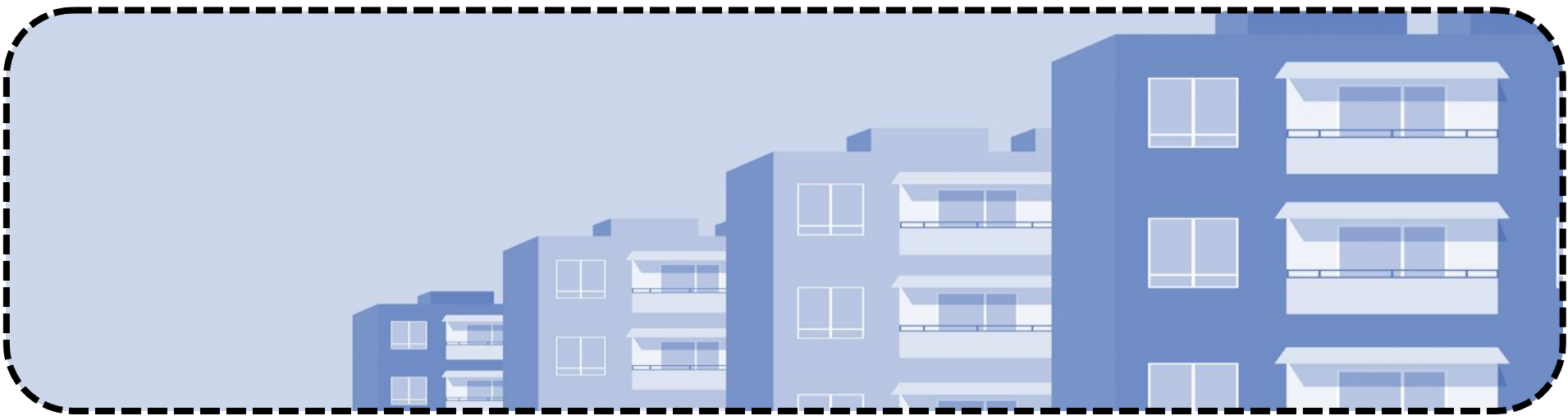
The landlord has the right to go to the Tribunal Administratif du Logement if the tenant does not pay their rent or often pays it late.

Right to sell their property

In this case, the tenant has the right to continue occupying their dwelling and the lease continues under the same terms.

Right to take back possession of the unit in order to live in it or to house a family member there

Certain conditions must be met. [See pages 14 to 21.](#)



Landlord's obligations

Provide a dwelling that is clean, habitable and in good condition

The landlord must provide a dwelling that is in good condition at the beginning of the lease and the tenant must be able to move in at the agreed time.

Ensure peaceful enjoyment of the premises

The landlord must ensure that the tenant is not disturbed while occupying the dwelling, whether by the landlord or by other tenants.

Make sure that the housing is used for the purpose for which it was rented

The dwelling must be maintained in such a way as to be habitable throughout the lease.

Make all necessary repairs within a reasonable time frame



Non-urgent work must be completed within a reasonable time frame. The tenant must be notified, verbally or in writing, at least 24 hours in advance. The work must take place between 7 a.m. and 7 p.m.

If there are **major repairs** to be made, the landlord may ask the tenant to leave during the repairs, but must notify them in advance:

Evacuation of one week or less: At least 10 days in advance

Evacuation of more than one week: At least 3 months in advance



The landlord must **reimburse the tenant's expenses while the tenant is not occupying the dwelling**.

The amount can be agreed upon amicably between the landlord and the tenant or set by the Tribunal Administratif du Logement. When the tenant returns to their dwelling after repairs, **the landlord does not have the right to raise the rent**. If the landlord wishes to increase the rent due to the work, they will have to wait for the lease renewal and respect the percentage increases provided for the type of work done.

For **urgent repairs** that may pose a danger to health or safety, the tenant can have the work done themselves if they do not receive a response from the landlord after notifying them. The tenant must in this case keep all receipts to justify their expenses. The landlord must reimburse the cost of the work or reduce the rent by an amount equivalent to the amount paid by the tenant.

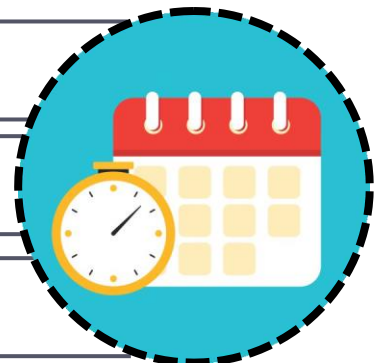
Lease renewal

When it expires, a lease automatically renews on the same terms, unless the landlord has sent **written notice** to the tenant to change the terms of the lease within the **prescribed time frame**:

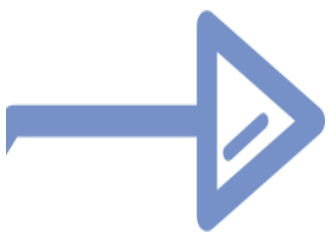
Lease of 12 months or more: 3 to 6 months before end of lease

Lease of 6 months or less: 1 to 2 months before end of lease

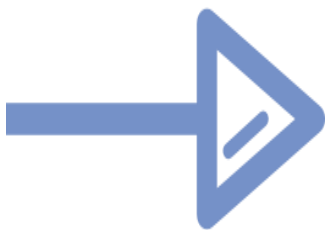
Indefinite lease: 1 and 2 months before the modification



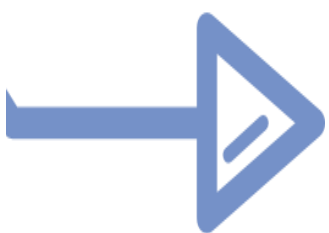
If the landlord has not sent any notice or has not sent a notice within the time frame stipulated by law, the lease **automatically renews without any changes being applied**. If you receive a notice of changes to the terms of your lease, you have **three choices**:



Accept and stay. If you do not respond within 30 days after receiving the notice of modification, you are considered to have accepted it. The changes will take effect upon lease renewal.



Refuse and leave. You can answer that you refuse the changes and that you wish to leave. You have the right to stay in your dwelling under the same conditions until the end of your lease, but you will have to move afterwards.



Refuse and stay. You must then **respond in writing within 30 days** after receiving the notice and keep proof of receipt by the landlord (registered mail or landlord's signature, for example). The landlord will then have to either try to reach an amicable agreement with you or turn to the Tribunal Administratif du Logement to prove that the changes are justified. In this situation, you do not have to take any steps with the Tribunal Administratif du Logement; you will only need to show up on site when you will be summoned.



You can always make a counteroffer or discuss with your landlord to come to an agreement regarding changes to the lease. Don't forget to put your common decisions on a written document, signed by both parties and dated.

Rent increases



When you receive a rent increase notice, you can choose to **accept and stay, refuse and leave** or **refuse and stay**. Before refusing a rent increase, it is important to make an estimate of an increase considered to be acceptable.

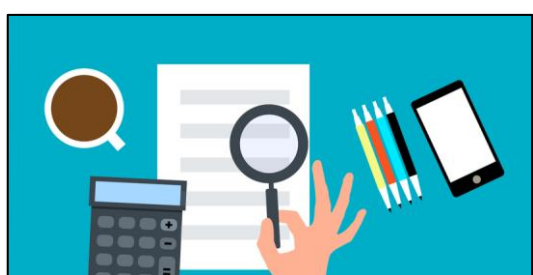
A rent increase calculation tool can be found on the website of the Tribunal Administratif du Logement. It is not mandatory to fill out the tool, but it can help you make your decision.



<https://www.tal.gouv.qc.ca/en/calculation-for-the-fixing-of-rent/calculation-2023-tool>

The criteria taken into account by the Tribunal for the rent increase are as follows:

- 1- Current rent
- 2- Number of dwellings in the building
- 3- Municipal and school taxes from the last two years
- 4- A percentage set each year by the Tribunal for heating
- 5- A percentage set each year by the Tribunal for the cost of repairs to the building and the dwelling



Do not hesitate to ask for help from the staff of a community organization in Haut-Saint-François or the housing committee to fill out the tool. **See the reverse of this document for partner organizations.**

If you decide to refuse the rent increase and keep your dwelling, you can **make a counteroffer** to the landlord. If you rely on the rent increase calculation tool, this can serve as an argument and it will be in the landlord's interest to accept it. Otherwise, the landlord will have to turn to the Tribunal Administratif du Logement to determine the amount of the rent.

While waiting for the judgment of the Tribunal Administratif du Logement, **you continue to pay the same rent.**

Terminating your lease

Moving at the end of a lease

If the tenant does not terminate their lease, it is automatically renewed.
If you want to move out at the end of your lease, you must send written notice to the landlord within the time frames provided by law. If you do not send the notice or do not send it on time, your lease will automatically renew.

Lease of 12 months or more: 3 to 6 months before end of lease

Lease of 6 months or less: 1 to 2 months before end of lease

Indefinite lease: 1 and 2 months before your departure



Moving out before the end of the lease

If the tenant wants to leave their dwelling before the end of their lease, they can terminate their lease by reaching an amicable agreement with the landlord. If you cannot reach an agreement, you have two choices:

1- Transfer the lease: This consists of **transferring your lease** to another tenant. You find someone who wants to take over your lease and you transfer your rights and responsibilities to them, so you are no longer **at all responsible for the lease**. The lease continues under the same terms until it ends, and the landlord must wait until the renewal date to propose lease changes to their new tenant.



2- Sublet the lease: This is equivalent to **lending your dwelling**. The tenant rents out their dwelling to another person, but retains the rights and responsibilities associated with their lease. This option is riskier since you are responsible if the person who lives in the dwelling does not pay their rent. In this case you may leave for a while, either for a temporary move or for work or studies or an extended trip, but you want to keep your dwelling to come back and live in it.

If you do not want the lease to renew, it is your responsibility to send the notice of non-renewal of the lease to the landlord. It is then the subtenant who will have to negotiate with the landlord to sign a new lease and who will officially become the tenant of the dwelling. The landlord has the right to terminate a sublease after 12 months.

Steps to transfer or sublet your lease



1-Find someone interested in your dwelling

2-Sign a written agreement with the interested party. Even if you both sign it, the landlord will have to give their approval for the document to be valid.

3-Notify your landlord of your intent. Make sure you can prove the date when the landlord received the notice. Registered mail is a good way to obtain proof of receipt. Otherwise, you can give the notice in person and have the landlord sign it with the date to prove that they received it.

The following information should appear on the notice:

*Name and address of the interested person

*Date when you wish the sublease or lease transfer to begin

From the moment the landlord receives the notice, they have 15 days to respond. Otherwise, the landlord is considered to have accepted your request. If the landlord refuses the request, they must inform you of the reasons why and prove that they are serious.

End of lease for exceptional situations

A tenant may leave during the lease in certain exceptional situations:



-Moving into Low-Rent Housing (HLM);

-Being unable to occupy the dwelling due to a disability;

-Moving to a CHSLD, or RI or RTF; or

-Contending with a situation of domestic violence or sexual violence.

If you are leaving your dwelling due to exceptional circumstances, you must send a written notice to the landlord and attach proof (note from a health professional, admission letter, judgment, etc.). You will be free to leave **two months** after the notice is sent for a lease of 12 months or more, and 1 month after the notice is sent for a lease of less than 12 months. You must continue to pay your rent until the moment you vacate the dwelling. If the time frames do not suit you, it is always possible to **reach an amicable agreement** with the landlord.

Formal notice



A formal notice is necessary if you wish to undertake proceedings with the Tribunal Administratif du Logement. Even if you do not wish to take legal action, it can show the landlord that you know your rights and that your request is serious, which can make a difference.

A formal notice is a **letter with acknowledgment of receipt**, addressed to an individual or a business (in this case to a landlord), explaining the **breach of a legal obligation** (here the landlord's failure to fulfill their obligations toward their tenant), which states a **deadline to resolve the issue** and **warns that legal proceedings could be initiated** if the problem is not resolved within that deadline.

When is the right time to send formal notice?

You must have tried other steps beforehand; specifically, you must have informed the landlord of the problem and tried to reach an agreement with them. The formal notice can be sent when the landlord refuses to resolve the problem, refuses to reach an agreement, or has not complied with the agreement you had made.

What to write in a formal notice? See the formal notice template on p. 27.

- The complete **contact information** of the landlord and the tenant;
- The expression “**without prejudice**”;
- A **description of the problem** to be resolved;
- What specifically is desired** in order for the problem to be resolved;
- The time frame** within which action must be taken. In the case of a non-urgent problem, meaning one that does not affect the health or safety of tenants, the time frame is generally 10 days;
- The fact that **if the problem is not resolved within the deadline**, you reserve the right to undertake legal measures with the Tribunal Administratif du Logement;
- Your **signature**. Unsigned formal notice is not valid.

Registered mail includes a notice of receipt that you can keep and that will prove that the landlord received the notice and when. Otherwise, you can give the formal notice to the landlord in person and have them sign a receipt in the presence of a witness.

Always keep a copy of the notice.

Formal notice by the tenant (template).

WITHOUT PREJUDICE

By registered mail

City, Date

To the attention of
Landlord’s name
Landlord’s address

Re: Formal notice

Dear Sir or Madam,

This letter is to inform you of issues I am encountering in my housing located at dwelling address.

(Description of problems)

- _____
- _____
- _____
- _____

I therefore ask you to take all the necessary measures to resolve this problem within ten (10) days following the reception of this letter. Otherwise, I will have no other choice than to file a demand against you at the Tribunal 27dministrative du logement without any other notice or delay.

Please act accordingly.

(Tenant’s signature)

Tenant’s name
Tenant’s address

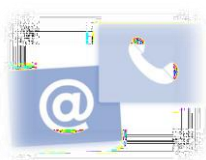
Tribunal Administratif du Logement

The Tribunal Administratif du Logement (formerly the Régie du Logement) is a court specializing in housing matters. Its mission is to enforce laws pertaining to the residential rental market. Requesting a hearing before this Tribunal is the next step after sending the formal notice.

Your request may be focused on one of the following:

- A rent decrease
- An order forcing the landlord to carry out work
- Authorization from the Tribunal to carry out work yourself
- Termination of lease
- Damages

There are three ways to submit a request, i.e., by making an appointment at a point of service, online, or by mail:



1-800-683-2245 | <https://www.tal.gouv.qc.ca>
200 Belvédère North St., Suite 3.04
Sherbrooke (Quebec) J1H 4A9

If you go in person, you can get help from an employee to fill out the request form.

You have up to **three years** after the incident to request a hearing.

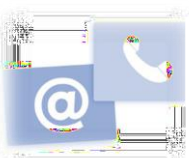
The fees for filing a hearing request are calculated based on the cost of rent (usually between \$50 and \$79). Following the decision of the Tribunal, you may be reimbursed, depending on the situation, in whole or in part for the expenses you have paid. If you are a recipient of the last-resort financial assistance program (social assistance), you will not have to pay any fees.



A hearing room at TAL
Source: Comité Logement La petite Patrie

An administrative tribunal should not be confused with a judicial court, which can be much more intimidating. The people present at the hearing are the administrative judge, the tenant, the landlord, and witnesses (if needed). You can be accompanied by someone you trust.

To prepare for your hearing, you can ask for help from the housing committee:



819-791-1541 | locataire1@videotron.ca
421 Wellington South St., Sherbrooke, QC J1H 5E2

Resources

ORH du HSF --- ADD CONTACT INFORMATION

The OMHS's mission is to manage, develop, and offer safe and quality housing for low-income households. With the involvement of the residents' advisory committee, partners and community organizations, the OMHS carries out activities to promote the well-being of its clientele, ensure a quality living environment and encourage tenant participation. Please note that you must be a permanent resident and have resided in Quebec for at least one year to be eligible to apply to the OMHS in order to obtain low-cost housing.

ASSOCIATION DES LOCATAIRES DE L'ESTRIE

532 Du Conseil St., Sherbrooke (QC) J1G 2M5 Phone: 819-791-1541

[Email: locataire1@videotron.ca](mailto:locataire1@videotron.ca) The mission of the Association des locataires de Sherbrooke is to support tenants throughout their search process.

You can register on the waiting list for social housing in the greater Sherbrooke area.

ACÉF ESTRIE (ASSOCIATION COOPÉRATIVE D'ÉCONOMIE FAMILIALE) 187 Laurier St., Suite 202 Sherbrooke (QC) J1H 4Z4 [Email: info@acefestrie.ca](mailto:info@acefestrie.ca) www.acefestrie.ca

The core mission of the Association coopérative d'économie familiale de l'Estrie (ACEF Estrie) is to defend and promote the rights and interests of consumers, with special focus on people with low and modest incomes. The Service économie d'énergie Éconologis program involves visits to your home to save energy. Phone: 819 563-8144

FCHE (FÉDÉRATION DES COOPÉRATIVES D'HABITATION DE L'ESTRIE) 548 Dufferin St., Sherbrooke (QC) J1H 4N1 Phone: 819-566-6303 [Email: fche@reseaucoop.com](mailto:fche@reseaucoop.com)

www.cooperativehabitation.coop/estrie/ The mission of the FCHE is to bring together, represent and serve housing co-ops in the Eastern Townships in alignment with cooperative values and principles.

References (In addition to the Word document)

[For Rent Without Discrimination | CDPDJ campaign](#) Commission des droits de la personne et des droits de la jeunesse Québec

[What is Discrimination? | Canadian Human Rights Commission \(chrc-ccdp.gc.ca\)](#)

[Discrimination | CDPDJ](#)

[Tribunal administratif du logement \(gouv.qc.ca\)](#)

[Become a moving pro | DuProprio](#)

[Harassment | CDPDJ](#)

[Habitation | MRC du Haut-Saint-François \(mrchsf.com\)](#)

Action logement Lanaudiere videos on tenant rights, how to give formal notice, and obtaining a hearing with the TAL

[Tribunal administratif du logement \(gouv.qc.ca\)](#)

REFERENCES

[Rights and Obligations of the Lessor and Lessee | Gouvernement du Québec \(quebec.ca\)](#)

[Guide sur le logement locatif | BAnQ numérique](#)

Guide du locataire-Le Sac à Mots

Locataire, ouvre-moi! Lettres en Main

[Guide-du-locataire-SANC-Version-2022-1.pdf \(sanc-sherbrooke.ca\)](#)

[Guide sur le logement locatif | BAnQ numérique](#)

Videos: [Droits et obligations 1 - YouTube](#)

[CAHIER-DE-FORMATION-DRSP-PDF-STANDARD.pdf \(comitelogementpetitepatrie.org\)](#)

Formal notice template [https://rclalq.qc.ca/outil/modeles-de-mise-en- demeure/](#)

Collective housing

Private residences for seniors

Manoir de l'Eau Vive, 210 East Main St., Cookshire-Eaton, QC J0B 1M0

Les résidences du Haut-Saint-François, 82 Grondin St., East-Angus, QC J0B 1R0

Debbie Morrison Residence, 19 North Main St., Sawyerville, QC J0B 3A0

Housing cooperatives

Monts et Vallées, 34 Principale St. N, La Patrie, QC J0B 1Y0 **(60 years and above)**

Le Moulin des Cèdres, 250, 5e avenue, Weedon, QC J0N 3J0 **(50 years and above)**

Ruisseau Weedon, 225, 5e avenue, Weedon, QC J0B 3J0 **(75 years and above)**

Rive-Sud, 80 Blouin St., East-Angus, QC J0B 1R0 **(50 years and above)**

Du Vallon, 96 and 100 Montfort St., East-Angus, QC J0B 1R0

Domaine de la colline, 220 Craig St. S, Cookshire-Eaton, QC J0B 1M0 **(50 years and above)**

Centre d'Hébergement à Soins de Longue Durée

Centre multiservice de santé et de services sociaux d'East Angus

101 Lafontaine St., East Angus, QC J0B 1R0

Centre d'hébergement de Weedon

245, 1st Avenue, Weedon, QC J0B 3J0

Office Régional d'Habitation du Haut-St-François (ORH)

20 and 30 Du Curé Favreau St., St-Isidore-de-Clifton, QC J0B 2X0

119 Lafontaine St., East Angus, QC J0B 1R0

95 Darche St., Ascot Corner, QC J0N 1A0

Service d'aide à la recherche de logement (SARL)

819-943-4218

Shelter Allowance Program (HAP)

Monthly amount to help with payment of the dwelling, determined based on the percentage of income allocated to it. Eligible individuals can be **landlords or tenants**.

For eligibility criteria, refer to Revenu Québec for more details:

- Living in Quebec;
- Being 50 years old or older OR having a dependent child;
- Having completed your income tax return for the previous year;
- Not having investments or bank balances exceeding \$50,000; and
- Having an eligible income.

Up to September 2023, eligible incomes were as follows:

- Single person aged 50 and over: \$20,800
- Couple without children where at least one person is 50 years old or older: \$29,400
- Couple with one child: \$36,000
- Single-parent family with one or two children: \$36,000
- Couple with two or more children: \$41,600
- Single-parent family with three or more children: \$41,600

To benefit from this program:

Contact Revenu Québec. Requests can be submitted online or by mail.

Special conditions: A new request must be made every year to continue receiving the housing allowance.

For more information:

On the internet: [Shelter Allowance Program | Revenu Québec \(revenuequebec.ca\)](https://revenuequebec.ca)

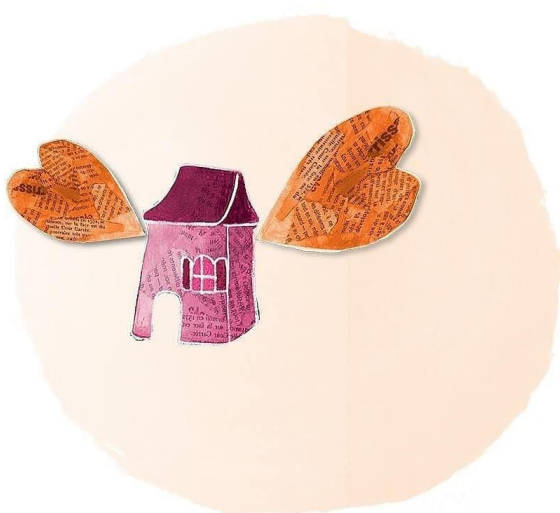
By phone: 1-855-291-6467, option 2

Low-income housing

Financial assistance granted to housing authorities to reduce the cost of housing. The amount to be paid by the tenant corresponds to 25% of their income. The tenant lives in a low-income housing building.

For eligibility criteria, refer to the Office Régional d’Habitation for more details.

Housing Committee Members



Document produced by the Centre d'action bénévole du Haut-Saint-François
on February 7, 2024 thanks to the financial support of PAGIEPS