



Acquiring a Residential Rental Building

IMPORTANT

The contents of this leaflet are for information purposes only and do not replace the legislation.

The staff of the Régie du logement can inform you of the recourse available to you in the event of a dispute, the applicable procedure before the Régie and the deadlines involved. However, our staff cannot inform you of the procedures applicable before the other tribunals. If you need assistance, contact an attorney or notary

Introduction

You're thinking of investing in residential real estate or having a multiple-unit dwelling built? You've just acquired or inherited an apartment building? This document will help you make an informed decision, and explains the first steps you must take as a new landlord.

It gives an overview of the rules applicable to residential tenancy in Québec, but is far from comprehensive.

Residential property: rules imposed by law

Residential tenancy is governed by the *Civil Code of Québec* and the *Act respecting the Régie du logement*. Much of this legislation is a matter of public order, and therefore cannot be derogated from in a clause of a lease or otherwise. These rules are set forth in the "Particulars" section of the lease form, a mandatory document.

The role of the Régie du logement

The Régie du logement is the **specialized tribunal** responsible for **applying the legislation** regarding residential rental property.

In carrying out its mission, the Régie du logement:

- renders decision in the disputes submitted to it;
- informs landlords and tenants about their rights and obligations under the lease;
- promotes conciliation between landlords and tenants.

Costs are payable to the Régie du logement when an application is filed. These may vary according to the amount of rent indicated on the lease or the nature of the application.

Jurisdiction of the tribunal

As a tribunal, the Régie du logement hears disputes in the first instance, to the exclusion of any other tribunal, where:

- (a) the amount sought, the value of the thing claimed or the applicant's interest is less than \$70 000;
- (b) regardless of the amount involved, the application concerns:

- the renewal of a lease,
- the fixing of rent,
- the repossession of a dwelling,
- the division, enlargement or change of destination (use) of a dwelling,

- certain recourses specific to the lease of low-rental housing.

The Régie du logement is also responsible for cases involving:

- demolition, where there is no attendant municipal by-law;
- alienation of an immovable situated in a housing complex;
- conversion of an immovable to divided co-ownership (condominium), where permitted.

The *Civil Code of Québec* and the *Act respecting the Régie du logement* apply to all premises rented as housing, such as:

- an apartment,
- a house,
- a condominium,
- a room,
- a mobile home placed on a chassis
- land intended for the emplacement of a mobile home,
- low-rental housing.

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

Special case: rooms

A room is considered a dwelling unless:

- no more than two rooms are rented or offered for rent in the principal residence of the landlord, and the room has neither a separate entrance from the outside nor sanitary facilities separate from those used by the landlord;
- it is situated in a hotel establishment;
- it is located in a health and social services institution.

The legislation does not apply to:

- a residence leased as a vacation resort (cottage or other);
- a dwelling in which over one third of the total floor area is used for non-residential purposes (e.g. offices, workshops);
- commercial premises.

BEFORE BUYING

Before acquiring a residential rental building, it is important to be familiar with the rights, obligations and recourse of tenants and landlords.

Can a prospective buyer visit the dwellings?

Landlords who put their building up for sale are entitled to show the dwellings to a prospective buyer. However, the following conditions must be met:

- The tenant must be given 24-hours' notice before each visit. Notice may be given orally.
- Visits must take place between 9 a.m. and 9 p.m.
- The tenant can demand that the landlord or the landlord's representative accompany the visitor.

If the tenant refuses without a valid reason, the landlord may apply for a court order from the tribunal of the Régie du logement compelling the tenant to allow access to the dwelling.

What is a tenant's right to maintain occupancy?

Under Québec law, tenants have the right to maintain occupancy. This means that they are entitled to stay in their dwelling as long as they wish, even if the lease was concluded orally, provided they meet their obligations. When a lease expires, landlords cannot evict a tenant because the lease is renewed automatically without a new one needing to be signed. However, certain legal provisions allow landlords to terminate a lease when it expires, on specific grounds dealt with later on (e.g. repossession of a dwelling).

The impact of this right:

Compliance with the current lease

Immediately after the purchase, the new landlord cannot unilaterally change anything in the current lease, which must be respected in full.

For example, if the former landlord collected the rent at the tenant's dwelling, the new landlord must do so as well.

The possibility of modifying the lease upon its renewal

The new landlord acquires the rights of the predecessor—for example, the right to increase the rent and to modify any other conditions of a lease upon its expiry. These changes may take effect only when the lease is renewed, and in accordance with certain terms provided for by law. A lease is automatically renewed under the same conditions if no steps to the contrary are taken.

Tenants have three options when they receive written notice of the modification of their lease:

- They can accept the proposed modifications. Failure to respond to the landlord's notice is the same as accepting the modifications.
- If they feel the proposed modifications are unreasonable, they must give written notice to the landlord within one month after being notified by the latter. The landlord has one month following the receipt of a tenant's refusal to seek a ruling by the Régie du logement on the future rent or any other modifications. If the landlord applies to the Régie, the lease is renewed under the

conditions set by the latter, whose decision is binding on both parties. If the landlord does not apply to the Régie, the lease is renewed under the same conditions and for the same term (no more than 12 months) as before.

- Tenants can also decide to move. They must notify the landlord of their intention not to renew, in writing, within one month after receiving the notice of modification of the lease.

Rules for fixing the rent

The Régie du logement fixes the rent on the basis of the rent paid by the tenant and the criteria established by regulation. The method used takes into account:

- all income derived from the building;
- the yearly variation in certain expenses attributable to the building (e.g. taxes, insurance);
- the annual indexation of disbursements relative to energy and maintenance costs, and major repairs.

At the hearing, the landlord must justify the desired increase by means of invoices and other relevant supporting documents, which should therefore be obtained from the seller at the time of the transaction.

To better understand what is involved when the Régie renews a lease and fixes the rent, consult the form *Calculation – How to Agree on the Rent*, available on the Régie's Website and at all Régie offices.

For more information, refer to the leaflet entitled *Renewing the Lease of a Dwelling*.

Exception: Neither landlords nor tenants can have the Régie fix the rent or modify other conditions of a lease, in the case of:

a recently erected immovable;

or

an immovable that was not rented out and that was converted for use as a residential rental property (e.g. a former school converted into apartments).

Two conditions must be met:

- The immovable has been ready for its intended or new use for five years or less. Hence, in the first five years, landlords may increase the rent or impose conditions as they see fit. This right must be exercised in good faith.

- This exception must be specified in a lease concluded after January 1, 1994. If these restrictions are not indicated in the lease, the landlord automatically loses the benefit of the five-year exception, and the Régie can fix the rent or rule on another modification.

If these restrictions are not mentioned in the lease, the landlord cannot invoke them against the tenant.

If both these conditions are met, tenants have no choice but to accept the rent increase or modifications imposed, or to vacate the premises when the lease expires, even if they disagree with the increase or modifications. Tenants who notify the landlord that they refuse the conditions must vacate the premises when the lease is up.

Can a new tenant challenge the agreed rent?

Apart from the two aforementioned exceptions, a new tenant may ask the Régie to fix the rent if the amount charged is higher than the lowest rent paid in the 12 months preceding the start of the lease. In such a case, the Régie will proceed in accordance with the rules governing the fixing of rent, and may adjust the rent retroactively to the date corresponding to the start of the lease.

Thus, if there are vacant dwellings when you purchase the immovable and you enter into new leases, you must, barring exceptions, give the new tenants a notice indicating the rent previously paid or fixed by the Régie for their dwelling.

Are there formalities to be met before undertaking major work?

If you plan to carry out major work in a dwelling, certain formalities must be met. Major work means substantial improvements or repairs, such as the complete renovation of a bathroom, the fitting of new cupboards, repairs to the heating system, etc.

You must give the tenant **10 days' notice** of the work, where the dwelling need not be vacated or must be vacated for no more than one week.

If the dwelling must be vacated for more than one week, notice must be given to the tenant at least **three months** ahead of time.

Notice

Not only must notice be given within the time provided by law, but the following information must be provided:

- the nature of the work, that is, the type of work planned (e.g. installation of a new electrical system);
- the date on which the work is to begin and its estimated duration;
- all other conditions under which the work is to be carried out, where it is likely to substantially reduce the enjoyment of the premises.

The information below must also be provided:

- the period of vacancy;
- the amount of the indemnity¹ offered to cover expenses (moving expenses, storage costs, the amount by which the rent for the temporary dwelling exceeds that of the dwelling vacated) assumed during the vacancy of the premises.

Temporary vacancy

A tenant who is asked to temporarily vacate the premises has **10 days** after receiving the notice to notify the landlord of whether he or she agrees to vacate the dwelling. **If the tenant does not respond, he or she is deemed to have refused to vacate the premises.**

If the tenant refuses to vacate the premises, the **landlord** has **10 days** in which to apply to the Régie du logement for a ruling on the expediency of the vacancy. The Régie will determine the conditions it believes are fair and reasonable.

Abusive conditions

A **tenant** who is not asked to temporarily vacate the premises or who agrees to do so, but wishes to contest certain conditions indicated in the notice, has **10 days** after receiving the notice to apply to the Régie du logement in order to have the abusive conditions changed or deleted.

1. The indemnity is payable on the date the dwelling is vacated. If the indemnity is inadequate, the tenant may be reimbursed for any reasonable expenses incurred over and above the amount of the indemnity.

The hearing and the application

A tenant's or a landlord's application which will be heard on an urgent basis by the Régie suspends the carrying out of the work, unless the Régie decides otherwise.

When the Régie hears an application pertaining to the conditions under which work is to be carried out, the landlord must demonstrate at the hearing the reasonableness of the work and the conditions, as well as the need to vacate the dwelling, where the tenant has been asked to do so.

In its decision, the Régie may impose fair and reasonable conditions.

For more information, refer to the leaflet *The Tenant and Urgent and Necessary Repairs*.

Repossession of the dwelling

Can the purchaser of an immovable live in one of the units or have a relative do so?

A landlord may repossess a dwelling for his or her own use or to have someone else (see the list below) live in it.

Note, however, that a landlord who co-owns a building with a person other than his or her spouse or his concubinary cannot repossess a dwelling.²

For whom may a dwelling be repossessed?

For:

- the landlord;
- the landlord's father, mother, son or daughter;
- a relative or person connected by marriage or a civil union of whom the landlord is the main material or moral support;
- a spouse of whom the landlord remains the main support after a separation from bed and board or a divorce, or after the dissolution of a civil union.

It is up to a new landlord who wishes to live in a dwelling occupied by a tenant to give the notice of repossession of the dwelling to the tenant once the sale has been completed.

2. Exceptions to this rule exist for immovables whose deeds were registered before 1988. Consult the Régie du logement.

How to proceed

The landlord must send the tenant a written notice indicating his or her intention to repossess the dwelling when the lease expires. The notice must contain the information below:

- the date on which the dwelling is to be repossessed;
- the name of the beneficiary of the dwelling;
- the degree of relationship or the bond between the beneficiary and the landlord.

Deadlines for giving notice to the tenant:

- at least six months before the expiry of the lease, in the case of a lease of more than six months;
- at least one month before the expiry of the lease, in the case of a lease of six months or less;
- at least six months before the intended date of repossession of the dwelling, in the case of a written or oral lease with an indeterminate term.

The tenant's reply

A tenant who receives a notice of repossession of his or her dwelling has two options:

- The tenant may agree to vacate the dwelling when the lease expires by so notifying the landlord in writing within one month after receiving the notice of repossession.
- The tenant may refuse to vacate the premises by so notifying the landlord within one month after receiving the notice of repossession.

Note: A tenant who does not reply is deemed to have **refused** to leave.

What happens if the tenant refuses the repossession of his or her dwelling?

The landlord must apply to the Régie for authorization to repossess the dwelling. This step must be taken within one month after receiving the tenant's notice of refusal or, where the tenant did not reply to the notice of repossession, within one month after the tenant's deemed refusal. At the hearing, the landlord must show that he or she truly intends to repossess the dwelling for the purpose mentioned in the notice and not as a pretext for other purposes. In the meantime, the landlord

can attempt to negotiate with the tenant conditions that both parties find fair and reasonable, with a view to exercising the right to repossess the dwelling.

If the Régie authorizes the repossession of the dwelling, it can impose conditions it believes to be fair and reasonable, including the payment of an indemnity to the tenant by the landlord which is often equivalent to moving costs.

If a dwelling is repossessed in bad faith, the tenant may claim damages, even punitive damages, provided he or she is able to prove the accusation before the Régie.

If you plan to purchase a condominium occupied by a tenant in an immovable converted to divided co-ownership, it is unlikely that you will be able to repossess the dwelling.

For more information, refer to the leaflet *Repossessing a Dwelling*.

Is it possible to convert the immovable to divided co-ownership (condominium)?

You should know that not all municipalities will authorize a plan for the conversion of an immovable to divided co-ownership (condominium) if the immovable includes a rental dwelling, or included one in the past 10 years. Consequently, it is important to contact the municipality concerned to verify the by-laws in effect.

Authorization by the Régie

In any case, authorization by the Régie is required even when all the dwellings are occupied by persons in undivided co-ownership.

Once a tenant receives a notice of intent to convert to divided co-ownership (condominium), repossession of the tenant's dwelling by the landlord is prohibited. Consequently, as of that time, authorization by the Régie is required to carry out work other than urgent work or maintenance.

Is the immovable part of a housing complex?

If you are interested in an immovable situated in a housing complex, authorization must be obtained from the Régie before proceeding with the sale.

An immovable is part of a housing complex, where:

- several immovables are situated near one another and comprise together more than 12 dwellings;
- the immovables are administered jointly by the same person or by related persons within the meaning of the *Taxation Act* (e.g. the spouse, a company of which the person is the principal shareholder); and
- some of them have an accessory (e.g. a pool or parking lot), a dependency (e.g. a shed), or part of the structure (e.g. the roof), except a common wall, in common.

If the transaction is conducted without obtaining prior authorization from the Régie, any interested person may apply to the Superior Court for a declaration of nullity regarding the transaction.

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

If your project consists in carrying out any of these conversions, there are important special rules to be complied with. Contact the Régie du logement for information in this regard.

What to check before buying

In addition to taking into account the a forementioned legal aspects, you should do the following:

- examine the leases in effect for the immovable, so as to be familiar with all of the conditions you will have to meet;
- check whether there is any legal action at the Régie du logement or the Court of Québec;
- check whether the current owner sent out notices of rent increase or received a reply or a notice of non-renewal of the lease from the tenants;
- check whether the owner recently received or replied to any other notice (e.g. a notice to sublet the dwelling or to assign the lease) from a tenant ;
- check the applicable municipal by-laws to ensure that the immovable complies with safety, sanitation, maintenance, habitability and zoning requirements.

And, since owners are responsible for both apparent and latent defects that reduce the enjoyment of the premises by the

tenants, it would be wise to have the immovable inspected by an expert.

After the purchase: two steps to be taken right away

(1) Notice of change of owner

As soon as the transaction has been concluded, the tenants in the immovable must be notified of the change of landlord *in writing and personally*. This may be done by the former or the new owner. If notification is given by the new owner, it is preferable to avoid any uncertainty by attaching to the notice a copy of the instrument of acquisition or a letter identifying the new landlord from the notary who received the deed of sale.

Until a tenant has been personally notified, he or she cannot be blamed for continuing to pay rent to the former landlord.

Moreover, if these formalities are not carried out and a tenant is unsure of who the landlord is, the tenant may apply to the Régie for authorization to deposit the rent with it.

(2) Cases before the courts

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

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

Managing a lease

A written or oral lease?

A written lease is much more advantageous for all parties, as its clauses are proof of their existence for both the tenant and the landlord and, as a result, are less likely to be contested than an oral lease. Even in the case of an oral lease, however, a landlord is required by law to give the tenant a document in writing.

Indeed, within 10 days after entering into the lease, the landlord must give the tenant a copy of the lease or, in the case of an oral lease, a document in writing setting forth the name and address of the landlord,

the name of the tenant, the rent and the address of the leased property, and containing the particulars prescribed by government regulation.

The document in writing forms part of the lease. The prescribed form must be used for the lease or the document in writing.

Where the lease is renewed and the parties agree to modify it, the landlord must, before the renewal takes effect, give the tenant a document in writing setting forth the modifications to the initial lease.

The tenant may not apply for resiliation of the lease on the ground that the landlord failed to comply with these prescriptions.

Entering into a lease: the main points

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

The main points of this process are outlined below.

BEFORE RENTING

When someone comes to rent one of your dwellings, you cannot refuse to enter into a lease with the person on a ground of discrimination provided for in Québec's *Charter of human rights and freedoms* (e.g. race, religion, social condition, sex, etc.), refuse to maintain the person in his or her rights or impose more onerous conditions for the sole reason that the person is pregnant or has one or several children, unless the refusal is warranted by the size of the dwelling. Nor can you refuse to enter into a lease for the sole reason that the person exercised his or her rights under the law.

Punitive damages may be awarded otherwise.

(1) Personal information

Under the *Act respecting the protection of personal information in the private sector* you have the right to make certain checks before renting to a prospective tenant. You can contact the Commission d'accès à l'information (CAI) for information on the

contents of the Act. That said, the CAI has established the following guidelines (based on the CAI information sheet "The Lease and Protection of Personal Information"):

Personal information that may be requested

- Personal information to establish the identity of the prospective tenant

Landlords may collect with the tenant's consent information that identifies a person, that is, the family name, given name and full address.

- Personal information to verify the prospective tenant's conduct

Landlords may collect, with the prospective tenant's consent, information allowing them to verify his or her conduct in discharging a tenant's responsibilities.

With the appropriate consent, landlords may thus obtain the contact information of the current landlord or a previous one.

To prove his or her conduct, the prospective tenant may also provide a document from a previous landlord attesting to the tenant's fulfillment of his or her obligations.

- Personal information to establish the prospective tenant's payment habits

Landlords may collect, with the prospective tenant's consent, information on the latter's payment habits.

With the appropriate consent, they may obtain the contact information of a current or previous landlord.

To establish his or her payment habits, the prospective tenant may also provide the landlord with:

- ❖ an attestation from his or her financial institution confirming the fulfillment of his or her obligations;
- ❖ an attestation from a previous landlord confirming the fulfillment of his or her obligations;
- ❖ any other document, from a body or a goods or services company that requires instalment payments, attesting the fulfillment of his or her obligations;
- ❖ the relevant excerpts from his or her credit record.

Personal information that is not mandatory

- Social insurance number

The social insurance number (SIN) is issued by the federal government, essentially for employment and taxation purposes. It has little meaning in its own right.

However, the CAI discourages obtaining this identifier because it is the key to several government databases. Use of the social insurance number therefore represents a serious risk of infringement of privacy.

- Driver's license

Section 61 of Québec's *Highway Safety Code* specifies that holders of a driver's license do not have to show their license unless required to do so by a peace officer or the Société de l'assurance automobile du Québec.

Holders of a driver's license may use it to validate the information they provided, including their family name, given name, address and date of birth.

However, this does not mean that the license number may be requested.

- Health insurance card and number

Under section 9.0.0.1 of Québec's *Health Insurance Act*, no person may be required to produce a health insurance card or eligibility card except for purposes relating to the dispensing of services or the provision of goods or resources in the field of health or social services.

Health insurance card holders can use the card to validate their family name, given name and date of birth.

However, this does not mean that the health insurance card number may be requested.

(2) Credit check

To establish a prospective tenant's payment habits, landlords may use the services of a personal information agent (commonly known as a "credit bureau"). To do so, they must obtain the prospective tenant's consent. Once consent is obtained, the check may be performed

with a minimum of personal information. Thus, a personal record can be readily found in the databases of personal information agents with just the prospective tenant's family name, given name, current and previous addresses and date of birth.

Persons such as students or newcomers to Québec who do not have any history as a tenant or no credit history are not relieved of the obligation to prove their good payment habits.

In their case, it is the responsibility of the parties to determine the documents or means that will allow them to evaluate the prospective tenant's ability to pay, while complying with the various pieces of legislation in force.

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

(3) By-laws of the immovable

You can establish by-laws in your immovable relative to the use and maintenance of the dwellings and common areas. However, you must give a copy of the by-laws to the tenant before entering into the lease.³

Otherwise, you cannot oblige the tenant to abide by them.

ENTERING INTO A LEASE

You and your tenant enter into a lease when you agree on a specific dwelling, the rent payable and a term for the lease (if no term has been agreed upon it is a lease of an indeterminate term).

Generally, the lease is entered into when these elements have been agreed on, and both parties must abide by it.

You can agree on the terms and conditions for paying the rent, or on heating, the work to be carried out and the right to a parking space, but no clause of the lease may be counter to the mandatory provisions of the law.

The tenant must be given a copy of the lease within 10 days after entering into it. In the case of an oral lease, you must remit the aforementioned written document.

In addition, you must give the tenant a notice indicating the lowest rent paid in the preceding 12 months.

Remember: A lease is a contract, and the best way to prevent disputes is to take the time necessary to fill out the mandatory lease form, specifying the conditions in a visible and readily understandable manner.

You want to prohibit pets in the building? Tell the tenant right away, and make sure it is clearly and visibly stated in the lease so as to avoid misunderstandings.

You want the first month's rent to be paid in advance? You can require the tenant to pay all or part of the first month's rent in advance, when you and the tenant enter into the lease. You can require the amount to be paid in cash, and even make it a condition of entering into the lease.

DURING THE LEASE

Notices

All notices relating to the lease, except notices with a view to visiting or having access to the dwelling, must be given in writing, in the same language as the lease and at the address indicated in the lease or at any other address given since then.

In theory, if these rules are not complied with, the notice is null unless the person who gave it proves that the recipient did not suffer any damage as a result.

Non-renewal of the lease by the tenant

A tenant who does not wish to renew his or her lease and who did not receive a notice of modification of the lease must notify you of the non-renewal in the manner and time prescribed by law, that is, in the same manner and lapse of time as landlords who wish to ask a tenant for a modification of the lease.

3. Special rules govern the rental of a unit held in divided co-ownership.

If the tenant received a notice of modification of the lease, see the options listed on page 2.

The rules governing access to, and the right to visit, a dwelling

As a landlord, you have the right to ascertain the condition of a dwelling or have work done in it. This right must be exercised with discernment. Accordingly, the tenant must be given 24 hours' notice. This may be done orally, unless major work is to be carried out, in which case notice must be given in writing, with certain mandatory information being specified.

However, if the work is urgent and necessary (e.g. major pipe leak, sparks in the electrical box), you may have it done immediately without notifying the tenant.

Except in an emergency, visits must be made between 9 a.m. and 9 p.m. Work must be carried out between 7 a.m. and 7 p.m.

If one of your tenants does not renew his or her lease, you will have an opportunity to visit the dwelling. Your tenant must allow the visit between 9 a.m. and 9 p.m. Notice need not be given, but you must inform the tenant of each visit ahead of time and respect his or her privacy.

Landlords may not enter a dwelling without the tenant's permission. However, the tenant must be in good faith, must not abuse his or her rights and must do everything in his or her power to cooperate so that the landlord's right to visit the dwelling may actually be exercised. It is a good idea for the landlord and tenant to agree on the terms and conditions of the visits, and on the times in the day when they may be made. The tenant may demand that the landlord or the landlord's mandatary accompany the prospective tenant during the visit.

The main obligations of the parties under the law and the lease

Landlords:

- deliver to the tenant at the beginning of the lease a clean dwelling in good habitable condition and in good state of repair;
- warrant the tenant that the dwelling may be used as housing and maintain it for that purpose;

- ensure the tenant has peaceful enjoyment of the dwelling;
- refrain from changing the form or use of the dwelling during the term of the lease.

Tenants:

- pay the rent owing, in full, on the date and at the place mentioned in the lease;
- make reasonable use of the dwelling and maintain it in clean condition;
- act in such a way as not to disturb the normal enjoyment of the other occupants of the building (as must any person to whom a tenant gives access to his or her dwelling);
- refrain from changing the form or use of the dwelling during the term of the lease;
- notify the landlord when they become aware of a serious defect or deterioration;
- allow access to the dwelling for verification purposes, work or visits;
- upon termination of the lease, surrender the dwelling in the condition in which it was received, not taking into account normal wear.

Payment of the rent

Tenants must pay the rent in full on the first day of each payment period (month or week), unless otherwise agreed by the parties. If a tenant does not do so, the landlord may apply to the Régie for the rent due, interest and costs. **If the rent is over three weeks late, the landlord may seek the resiliation of the lease and the eviction of all the occupants of the dwelling.** In such a case, the tenant may avoid the resiliation by paying, before judgment, the rent due, interest and costs.

The resiliation of the lease may also be granted if the tenant frequently pays the rent late and the landlord proves to the Régie that it causes him or her serious prejudice.

Landlords must also follow certain rules. For example, they may exact payment of rent in advance only for the first payment period; they cannot demand postdated cheques or amounts of money as a deposit (for keys, or as a guarantee).

Assignment of a lease, and subleasing

A lease is a contract that must be abided by. However, the landlord and the tenant can agree to resiliate the lease, preferably in writing. Thus, a tenant may not resiliate his or her lease by giving three months' notice, except in the cases provided by law.

However, tenants have the right to assign their lease or sublease their dwelling. They must first notify the landlord in writing of the name and address of the person to whom they plan to assign the lease or sublease the dwelling. The landlord must have a serious reason for objecting to the assignment or sublease, and must specify to the tenant, within 15 days after receiving the notice, the reason or reasons for refusing the proposed candidate. Otherwise, the landlord will be deemed to have agreed to the sublease or assignment. The landlord must comply with the rules for protecting personal information when making his or her verifications.

What is the difference between assigning a lease and subleasing a dwelling?

Two leases—the principal lease and the sublease—are involved when a dwelling is subleased. The tenant remains fully responsible for the lease binding him or her to the landlord.

On the other hand, when a lease is assigned, it is transferred to the assignee tenant, who assumes sole responsibility for it. The assigning tenant is fully discharged of his or her obligations.

For information

The Régie's information services are offered during regular office hours (however, some service outlets are open only part time). We invite you to phone first.

You may also go in person to one of our offices to file an application, obtain information from an information clerk or obtain the clerk's assistance with a legal proceeding.

The Régie also provides the public with a comprehensive 24/7 automated telephone information service.

Lastly, you'll find a wealth of information on the Régie du logement Website.

ADDRESS OF THE RÉGIE DU LOGEMENT WEBSITE

<http://www.rdl.gouv.qc.ca>

HOW TO REACH US BY TELEPHONE

From Monday to Friday
Between 8:30 a.m. to 4:30 p.m.

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

Elsewhere:
1 800 683-BAIL (2245) *

❖ 24/7 automated information service

To facilitate your telephone conversation, make sure you all useful documents.

The Régie du logement is under the jurisdiction of the Minister of Municipal Affairs and Regions.