

Small Guide for Tenants



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Obligations of the Landlord

- ▶ To give the tenant a copy of the lease as well as the rules of the building within 10 days of the conclusion of the lease.
- ▶ To give a receipt of the rent if it is paid in cash.
- ▶ To lend the tenement in good condition and to maintain it to maintain it habitable.
- ▶ To do the necessary repairs and improvements.
- ▶ To respect the right to peaceable enjoyment of the premises.
- ▶ To respect the private life of the tenant.

OBLIGATIONS OF THE TENANT



To pay the rent on the first day of each month, or according to what was agreed between the tenant and the landlord.



To use the tenement responsibly



To maintain the tenement clean



To respect the right of the other tenant to peaceable enjoyment of the premises.



To do the small repairs required in the tenement



To notify the landlord of any defects or problems rapidly



To give back the tenement to the landlord in the same condition as when it was rented

To note!

It is strongly suggested to keep proof of any payment done when paying the rent

The law doesn't require the tenant to have house insurance, but it is strongly suggested to have one to protect your items.



The Right to Maintain Property.

- ▶ The tenant has a personal right to maintain the tenement. The landlord thus cannot evict the tenant from the property. Exceptions for this are provided for in the law, and the legal delay must be respected:
- ▶ Upon the retaking of the rented property
- ▶ Upon the subdivision of the building
- ▶ Upon the closure of a legal case against the tenant by the Tribunal administratif du logement.

To note!

It is impossible to refuse the retaking of a tenement or an eviction notice. Inform yourself about the procedure.

The Landlord Can Visit the Building:



- ▶ With a 24-hour prior notice when he wants to inspect the state of the tenement, do repairs, or to make future possible tenants visit the tenement.
- ▶ Visits can only be done between 9 AM and 9 PM.
- ▶ If the landlord has repairs to do, he must do so between 7 AM and 7 PM.

For all visits, the tenant has the right to be present and to require the presence of the landlord.

The right to visit of the landlord must be used reasonably.

The landlord possesses the keys to the building for emergencies.

Tips When Looking for a Tenement

Take time to analyze your needs (location, number of rooms, price...). Have you thought about colocation?

Prepare a budget for any moving expenses

During the visit, be accompanied

Visit the tenement during the daytime to spot anomalies

Try to have a conversation with the attested landlord to verify the cost of the rent, the state of the tenement, the relationship with the landlord, etc.

Call Equifax at 1 800 465 7166 to obtain your credit dossier for free

Security deposits are forbidden in Québec, whether it be for animals, keys, etc. The only valid deposit upon the signing of the lease is the one equivalent to the cost of the rent which shall be deducted from the first month of the rent.

If you rent a tenement, take pictures, and write on the lease if repairs must be done before your arrival.

A REMINDER TO CHANGE YOUR ADDRESS!

Change your address for these:

Revenu Québec
Société de l'assurance automobile du Québec
Régie de l'assurance-maladie du Québec
Élections Québec
Retraite Québec
Travail, Emploi et Solidarité sociale
CNESST.

1 877 644-4545
internet www.adresse.gouv.qc.ca

Revenu Canada	1 800 959-7383
Assurance-employ	1 800 808-6352
Aide de dernier recours (Victoriaville)	819 758-8241
Service Québec (Victoriaville)	1 800 463-0950
Allocation canadienne pour enfants	1 800 387-1194
Pension et sécurité de vieillesse	1 800 277-9915
Allocation-logement	1 855 291-6467 (option 2, option 2)
Poste Canada	1 866 607-6301
Hydro-Québec	1 888 385-7252
Bell	1 866 527-8771
Télébec	1 888 835-3232
Vidéotron	1 877 512-0911
Cogeco	1 866 921-5792
Votre courtier d'assurances	
Votre pharmacie	

WARNING, to move is not free. You could have fees upon changing addresses, inform yourself!

What You Need to Know:

*Lease from July 1st to June 30th: receipt of the notice about the increase written between January 1st and March 31st, Always 3 to 6 months before the end of the lease.

*The rent increase takes into account: repairs, municipal taxes, insurance prices, etc.

*30 days to answer the notice about the rent increase: accept, refuse or move at the end of the lease. No answer means you accept.

*If you refuse, the landlord has 30 days to open a case at Tribunal en fixation de loyer.

Exceptions : No possible refusal if you live in a brand new building or if it is 5 years or less or if you live in a public housing unit (HLM).



(Yes, you can refuse a rent increase!)*

The rate for the rent **increase** suggested by the Tribunal administratif du logement comes out every year around mid-January.

The fact of refusing the rent increase does not end the lease (there are exceptions).

**To note*

You do not have to give consent immediately when taking possession of a document.

You have in general 30 days to answer. It is thus recommended not to hurry when signing any document.