

THE LANDLORD MUST:

- deliver and maintain the dwelling in a clean condition, fit for habitation;
- ensure that the tenant has the full and peaceful enjoyment of the dwelling;
- perform repairs; use the Rental Board to settle disputes; minimize any damages to the tenant

THE LANDLORD IS ALLOWED TO:

- ask for references, full name, current/previous addresses and date of birth (for credit check);
 - require a co-signer for students without a steady income;
 - demand the 1st month's rent (or a portion of the 1st month's rent) in advance
- TIP:** avoid divulging sensitive personal information and the cost of a credit check by requesting your own credit check; give the landlord a copy of your credit report from Equifax. Visit www.equifax.ca or pick up a request form at our office.

ESTABLISH PAYMENT HABITS: (COMMISSION D'ACCÈS À L'INFORMATION DU QUÉBEC)

If no credit is established (for students/newcomers) you need not prove payment history, but both parties must decide how tenants' ability to pay will be assessed, such as by providing:

- letter from financial institution stating one has honoured their obligations
- letter from previous landlord stating one has honoured their obligations
- other documentation from organization or company which requires payment over a period of time that one has honoured their obligations;
- relevant portions of a credit check (if credit history developed).

THE LANDLORD CANNOT:

- demand/collect credit card numbers, bank account numbers, social insurance number, visa or passport, driver's permit or health insurance card (although someone may show their license or health insurance card to confirm name and address);
- enter the apartment without giving 24 hours notice (it may be verbal), unless the dwelling is for rent (consent is still required) in the event of an emergency; *see us for exact conditions
- change the locks without the tenant's agreement (same for both parties);
- add illegal clauses to the lease, so demand an official Quebec Lease (it's your right!);
- ask for any type of deposits (key, damage, etc.); require post-dated cheques;
- refuse to draw a lease up in English or French upon request.

TIP: visit us to file a complaint if illegal or unnecessary personal information is required.

OTHER NOTES: (RENEWING/TRANSFERRING AND UNIVERSITY RESIDENCE)

- Unless the landlord consents, a lease cannot be cancelled, only transferred/assigned;
- Leases automatically renew, so written notice of "non-renewal" is required if you want to leave:
12 month lease: 3-6 months notice; less than 12 month or indeterminate lease: 1-2 months notice;
- Students in **university residence** have virtually the same rights as off-campus tenants, but need to maintain full-time status. An educational institution must use the rental board to settle disputes and cannot require deposits or application fees as a landlord.



RENT INCREASES: (WHEN SIGNING A NEW LEASE OR RENEWING A LEASE)

- if your rent is higher than the “previous rental amount” (Leases: Section G), you must file for a “rent fixation hearing” within **10 days** of signing the lease;
- If the landlord has not indicated the previous rent in Section G or you discover the actual previous rental price was lower than stated in Section G, you have **2 months** to apply for a “rent fixation hearing”;
- if you choose to reside in the dwelling, the landlord can only raise the rent once per year. Please see our “Refuse Your Rent Increase” pamphlet for more information.

BEFORE PROBLEMS ARISE:

- have necessary repairs written on lease before signing;
- look for problems within first **10 days** of living in the new dwelling, take photographs and follow procedure if repairs are not completed after verbal demands;

LEASE AGREEMENT TYPES:

(See our office for all necessary forms and procedures)

- **NEW LEASE:** Lease provided by the Régie du logement;
- **SUB-LEASE:** for tenants who temporarily leave dwelling;
- **LEASE ASSIGNMENT/TRANSFER:** for tenants who wish to leave their dwelling permanently;
- **ROOM TO RENT/BOARDER:** (no lease, not covered under the Régie du logement): owner rents out a room in their private dwelling;
- **JOINT TENANCY AGREEMENT:** all tenants on the lease create a letter agreement with other joint tenants to establish: portion of rent to be paid, division of bills, exclusive use of rooms, etc.
- **OCCUPANCY AGREEMENT:** tenant on the lease invites other(s) to reside in the dwelling without having them sign the lease with the landlord. **If not more than 2 rooms are rented out by the tenant on the lease, the occupants are not covered by provincial housing regulations. See us for more details!**

APARTMENT SIZES

HEATING INCLUDED? If heating is not included in the rent, get the address of the dwelling, and contact the following numbers to determine the approximate cost.
Hydro Quebec: (514) 363-7443
Gaz Metro: (514) 598-3222 x 3

HOUSING INSURANCE
Meloche Monnex: 1-800-361-3821 (Concordians receive 20% off)

GARBAGE & RECYCLING ville.montreal.qc.ca/collections

CONTACTS
Régie du Logement: www.rdl.gouv.qc.ca / (514) 873-2245
Arnold Bennett (Housing Hotline): (514) 990-0190
Ted Wright (c/o Westmount YMCA): (514) 931-8046

0½	Room to Rent - Boarder: room in a private home with kitchen access and sometimes meals.
1½	One large room with kitchenette and bathroom.
2½	Like 1½ but may be double and/or L-shaped.
3½	One bedroom, living room, kitchen and bathroom. Some have a double room split in two.
4½	Two bedrooms (or one double room), living room, kitchen, and bathroom.
5½ & UP	Increase the number of bedrooms by one for each size.

CALL US (514) 848-7474 x 7935 // MON-THU 10am - 6pm, FRI 11am - 4pm

