

The SAVVY Tenant

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Compliments of À Louer Montréal Rentals

Don't make a move until you talk to your local tenants' rights group!

Q.: Is it true that my lease is coming to an end?

A.: No. In Québec, every residential lease lasts up to 100 years, unless cancelled for a lawful cause by a competent court, or by the voluntary departure of the tenant.

That should put an end to the summer crisis of homeless tenants camping in the streets, or in emergency **shelters** and high-school **corridors** while waiting to find affordable housing!

The law on this point is unfortunately not <black & white> as it should be. You should therefore always consult an expert to get a complete assessment of your situation. **Do not accept lease cancellation** from a landlord until you get one !

You should always consult a lawyer, or a tenants' rights group supervised by a lawyer. Here are two extracts of the **Quebec Civil Code**, which contains numerous important sections governing landlord-tenant relations:

1936. Every lessee has a personal right to maintain occupancy; he may not be evicted from the leased dwelling, except in the cases provided for by law.

1880. The term of a lease may not exceed 100 years. If it exceeds 100 years, it is reduced to that term.

You pay your rent promptly? You don't disturb your neighbours? Then you have the right to remain in your rented dwelling up to 100 years! **Yes**, that's the **true** law. Moreover, a landlord cannot evict you just because he feels like it. He must always apply to the *Régie du logement*, in good and due form, with admissible evidence and a reason permitted **by law**.

Q.: Can I represent my roommate at Rental Board ?

A.: According to the *Journal du Barreau* of the Québec Bar Association, the judgment of the **Honorable Judge Raoul P. Barbe** of the Court of Québec in Montréal makes it clear that, if you are not a lawyer, you cannot draft or sign any legal document for any one else (such as a letter which might lead to a law suit). You can't even do it for your roommate. If you go to court together, you must hire a lawyer to write the letter and the proceeding for the two or more of you. For free legal resources online, visit: <http://www.freewebs.com/administrationsdelajustice>

Rental Board (*Régie du logement*) information: (514) **873-2245**

RB site : <http://www.rdl.gouv.qc.ca/fr/accueil/competence.asp>

Find your Legal Aid Office by postal code: (514) **873-3562**

Name of landlord by building address:

<http://evalweb.cum.qc.ca/Role2007actualise/recherche.asp>

Illegal Eviction? Call **911** and get a police report for the *Régie*.

Housing rentals: <http://www.alouermontrealrentals.com/>

Company owners: https://ssl.req.gouv.qc.ca/slc0110_eng.html

Annexation of Canada to USA: habeascorpuscanada.com



Rooms and Rooming Houses

Q.: I rented a room. Do I have a lease?

A.: That depends on the room. First of all, the *Régie du logement* has jurisdiction over residential leases, including the lease of a **room when designated** as a residential rental by the law.

A room is subject to a lease "except if situated in a health or social services institution (except pursuant to article 1974 of the civil code of Quebec) or in a hotel establishment or if not more than two rooms are rented or offered for rent in the principal residence of the landlord and if the room has neither a separate entrance from the outside nor sanitary facilities separate from those used by the landlord."

Does your room fall into the leased category?

Congratulations! Your rights as a tenant, including your **personal right to remain in that room** are automatically protected by what the law calls "an oral lease".

Your landlord disagrees? You can settle it at the Rental Board. Invite the other tenants of rooms in your building to go with you. *Get one lawyer for everyone*. The *Régie du logement* is authorized by law to **write a lease for each and every rented room**. Everybody will be protected!

Your cost of instituting a demand at the Rental Board can be "**paid**" simply by producing the blue stub of your current month's welfare payment. However, you must pay to serve the demand on the landlord, who will have to pay you back when you win your case.

Sums above and beyond the rent ?

Q.: I paid \$400 for my room. The landlord took an extra \$100 as a deposit.

A.: According to the Rental Board, the landlord **may not** require additional sums of money **such as a deposit** for keys, cleaning, damage to furniture or premises, security, or any other reason. A clause in a lease or other writing which requires a deposit over and above the rent is **illegal, null and void**. Your signature agreeing to give such a deposit changes nothing. You cannot, by signing a paper, change the law. You are at all times entitled to your money back, with interest, and possibly exemplary damages for your losses and inconvenience.