

EVERYTHING YOU NEED TO KNOW ABOUT

REPAIRS AND RENOVATIONS

A GUIDE FOR TENANTS



Comité d'action des locataires
de l'Ouest-de-l'Île



Centraide
du Grand Montréal

INTRODUCTION

Living in a rental unit can sometimes mean dealing with repairs and renovations. This guide will help you understand your rights and responsibilities as a tenant and provide practical steps to handle these situations effectively.

UNDERSTANDING RESPONSIBILITIES

Minor repairs are small fixes that do not require special expertise. As a tenant, you are responsible for:

- Changing light bulbs
- Touching up paint
- Filling small holes in walls
- Tightening screws
- Replacing batteries
- Cleaning air filters
- Lubricating hinges

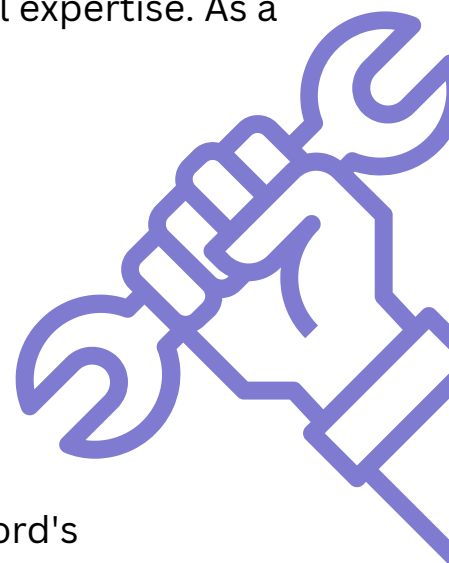
Major repairs require more expertise and are the landlord's responsibility. These include:

- Electrical work
- Plumbing issues due to wear and tear
- Heating and cooling systems
- Window and door repairs
- Flooring repairs
- Common area maintenance

Your landlord must carry out these repairs within a reasonable timeframe, while respecting the following guidelines:

1. Your landlord must give you 24 hours' notice prior to entering your dwelling to carry out repairs, unless they are urgent
2. Repairs must be carried out between 7 AM and 7 PM
3. Your dwelling must be returned to you in clean condition following repairs

Additional guidelines and conditions apply regarding major work requiring temporary relocation (see pages 7-8).



WHAT SHOULD I DO IF AN ISSUE ARISES?

1. NOTIFY YOUR LANDLORD

If you notice any issues that require repairs, you must inform your landlord promptly. Otherwise, you might be held liable for costs if the situation escalates. This also helps avoid further damage and ensures the problem is addressed quickly. You should notify your landlord in writing, either through text message, email, or written letter. Make sure to always keep a record of your communication.

2. SEND A FORMAL NOTICE

If your landlord does not respond to your initial notification, you can send a formal notice. If your landlord has a history of being unresponsive to requests, you may proceed directly to sending a formal notice, especially if the issue is urgent.

A formal notice should include:

- A description of the problem
- The landlord's legal and contractual obligations
- A reasonable timeframe for the landlord to fix the issue (usually 10 days)
- A warning of potential legal action if the problem is not resolved

See our guide on “Formal Notices” for more information on how to write and send a formal notice. Formal notice templates are available for download on our website or on locataire.info.

3. REQUEST A MUNICIPAL INSPECTION

If your landlord does not address the problem after a formal notice and if the issue in question is a violation of municipal by-laws regarding sanitation and safety, you can request an inspection from your municipality. An inspector will examine your unit to ensure it complies with municipal by-laws and issue an inspection report.

See our guide on “Sanitation and Safety” for more information on requesting a municipal inspection. For information regarding fire safety inspections, see page 9 of this guide.

4. FILE AN APPLICATION AT THE TAL

Once the timeframe you gave your landlord to fix the problem in the formal notice has expired, you have the option to submit an application with the *Tribunal administratif du logement* (TAL) to:

- Obtain an order for your landlord to carry out necessary repairs
- Reduce your rent until the problem is fixed and/or retroactively from the start date of the problem
- Claim compensation for damages
- Terminate your lease

See the Comité logement du Plateau Mont-Royal's guide "Opening an application with the Tribunal administratif du logement" or contact us for more information on how to apply at the TAL.

URGENT AND NECESSARY REPAIRS

In urgent situations where the problem poses an immediate threat to your health and safety or to the integrity of the building, and the landlord does not respond, you may undertake the necessary repairs yourself. However, be cautious, as the TAL must recognize the urgency of the situation. Otherwise, you could be responsible for the costs.

Examples of situations in which urgent and necessary repairs may be required include:

- Major plumbing or roof leaks
- Faulty wiring
- Clogged sewer lines
- Rotten stairs or balconies that give way
- Heating problems during the winter
- Faulty locks on doors to the dwelling

Every situation is different, and before taking action, read the following information carefully. Generally, tenants must obtain authorization from the TAL before carrying out repairs themselves, so this is an exceptional measure that should only be taken in the most urgent situations, according to the strict guidelines.

1. INFORM YOUR LANDLORD FIRST

Before carrying out urgent and necessary repairs yourself, you must inform your landlord of the problem or attempt to reach your landlord or their representative first. Keep records of your communications, including calls and any written notices sent. Whenever possible, send a formal notice before taking any action. If your landlord is unreachable, ensure that you have used every possible means of communication at your disposal to try to reach them.

2. KEEP REPAIRS ESSENTIAL, AT A MINIMAL AND REASONABLE COST

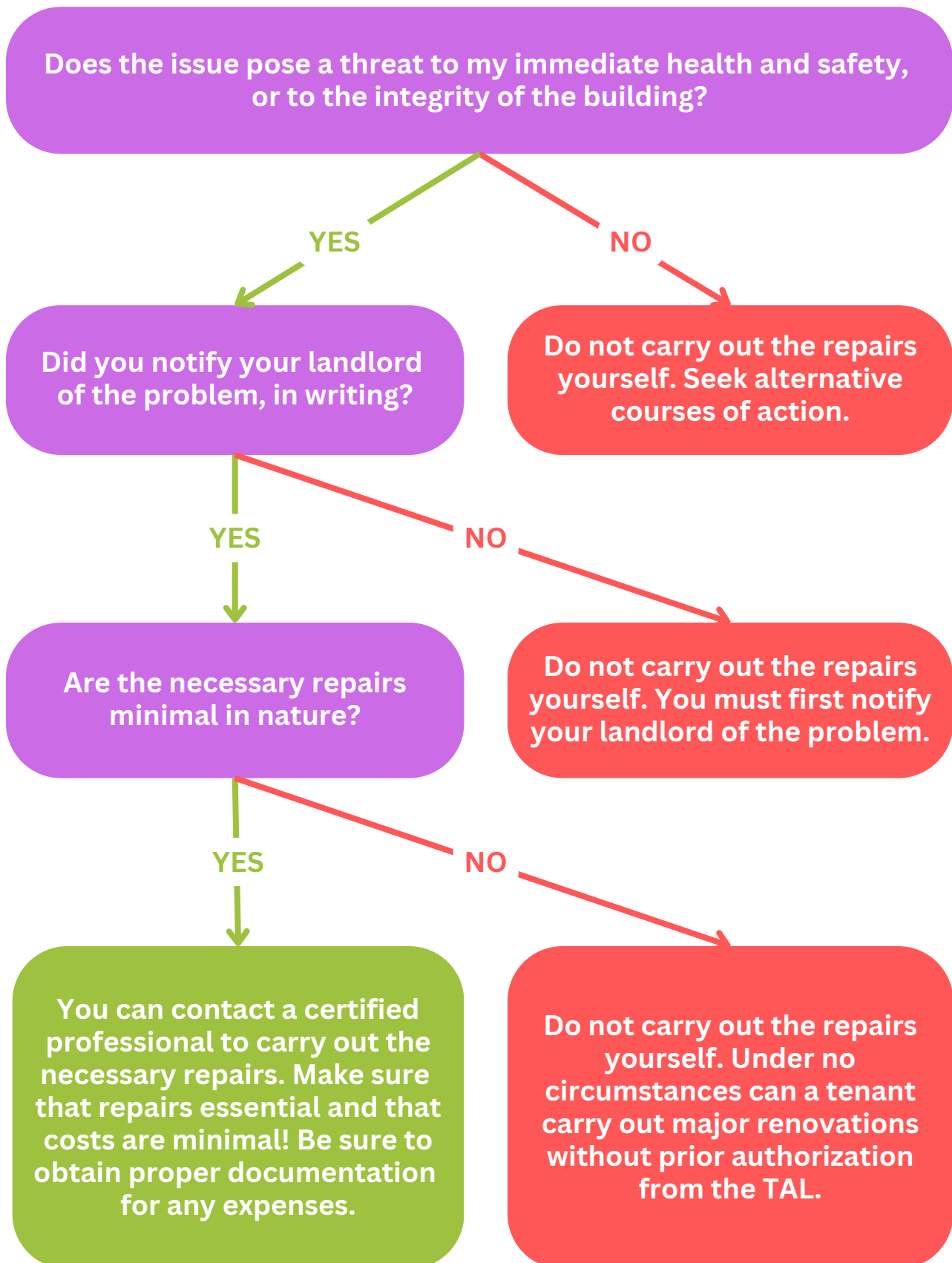
If you have notified your landlord of the problem and they are refusing to take action, or if you have attempted to do so and are unable to reach them, you can hire a qualified professional like a plumber, electrician, or carpenter. They must only perform essential repairs and keep costs minimal, similar to how you would handle repairs in your own home.

Under no circumstances can you undertake major renovations or replacement, such as installing new pipes, replacing a roof, or installing a new heating system, without prior authorization from the TAL. Focus on immediate fixes, like sealing leaks or repairing specific areas, allowing the landlord to take over and complete any ongoing work.

3. PROVIDE DOCUMENTATION FOR EXPENSES CLAIMED

The landlord must repay you for reasonable expenses, so long as you provide them with proper documentation, such as bills and receipts. If you repair movable items, like a refrigerator, you must return any replaced parts to the landlord. If you have requested reimbursement for the cost of urgent and necessary repairs by providing your landlord with proper documentation, and your landlord refuses to reimburse you, you can deduct this amount from your next rent payment without needing TAL approval.

Quiz: Should I do the repair myself and withhold the cost from my rent?



Once again, you must be cautious when exercising this exceptional recourse. If you withhold the cost of repairs from your rent and your landlord decides to take you to the TAL for non-payment of rent, you must be able to prove:

1. That the repairs were in fact urgent and necessary
2. That you informed your landlord of the problem, or that you attempted to the best of your ability to contact them
3. That the repairs undertaken were minimal and essential and the costs associated were reasonable
4. That you provided your landlord with adequate documentation of the costs being claimed for reimbursement before proceeding to withhold said amount from your rent

Otherwise, you may be responsible for the cost of the repairs and your landlord's court fees.

MAJOR WORK

DEFINITION

“Major work” refers to substantial improvements or repairs to a dwelling, such as renovating the bathroom or kitchen. This type of work increases the value of the dwelling and improves the quality of life of its occupants.

THE LANDLORD'S RIGHTS AND OBLIGATIONS

Your landlord has the right to make major improvements and repairs to a dwelling during the term of its lease, as long as the work and the conditions under which it is done are reasonable.

They cannot change the form or destination of the leased dwelling, such as by converting it into commercial property. Your landlord must comply with legal formalities before starting the work.

For any major work, the landlord **must**:

- Provide you with 10 days' notice prior to starting work if you do not need to vacate or will vacate for a maximum of one week
- Provide at least 3 months' notice if the dwelling must be vacated for more than one week
- Not raise the rent during the term of the lease
- Return the dwelling in clean condition once the work is completed

CONTENTS OF THE NOTICE

The notice **must** include:

- The type of the work (e.g., replacing the roof)
- The scheduled start date and expected duration of the work
- Terms for conducting the work if it significantly impacts the tenant's use of the dwelling
- If temporary relocation is necessary, the notice should specify the duration and compensation provided to the tenant (including moving and storage expenses, and any additional rent for temporary housing)

TEMPORARILY VACATING THE DWELLING

You have **10 days after receiving the notice** from your landlord to inform them of your decision to vacate or not. If you do not respond, you are presumed to have refused to vacate. If you refuse, your landlord may apply to the TAL for authorization.

ABUSIVE CONDITIONS

If you are not asked to vacate your dwelling for more than 10 days, or if you agree to do so but want to contest other conditions in the notice, you can contest abusive conditions by applying to the TAL **within 10 days of receiving the notice of major works**. The TAL will then hold a hearing to decide on the reasonableness of the work and the conditions.

When either you or your landlord requests a hearing at the TAL, all work is paused until a decision has been made by the TAL. These hearings are given priority by the TAL. During the hearing, your landlord must demonstrate that the proposed work and conditions are reasonable. If necessary, they must also justify why you need to vacate the dwelling.

THE TENANT'S OBLIGATIONS AND RIGHTS

You **must** allow access for major work if:

- You received and did not contest the notice within the legal time limit
- The TAL authorized the work
- An agreement with the landlord was reached regarding the urgency and necessity of the repairs

If the work is not completed within the allotted time or the conditions are not met, you can seek recourse from the TAL. You can also seek compensation if the dwelling is left unclean or services are adversely affected after the work.

If you permanently left your dwelling due to major work and find out after that the work was carried out in order to convert the building into condos and evict you, you may be entitled to damages, including punitive damages, regardless of whether or not you agreed to leave.

REMEMBER!

Major work is NOT a legally valid excuse for a landlord to evict a tenant!

If your landlord is asking you to relocate temporarily or if you are not happy with the compensation offered, you can always refuse!

If your landlord is asking you to relocate permanently or to terminate your lease, this is illegal! Do not sign anything!

EXAMPLE SITUATIONS

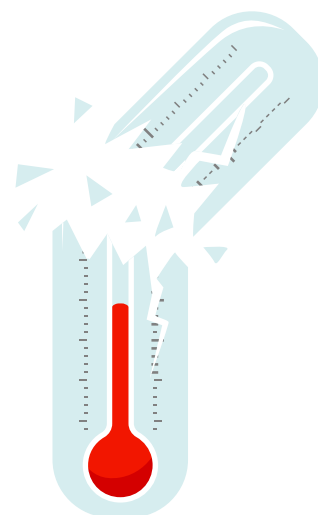
1. MINOR ROOF LEAK

Your roof is leaking following major rains. There is some water dripping, but no major damage or immediate threat to your safety or the integrity of the building. Despite immediately informing your landlord by text, they are refusing to fix the problem. You send a formal notice giving them 2 days to fix it. If they do not respond, you can request a municipal inspection and file an application at the TAL.



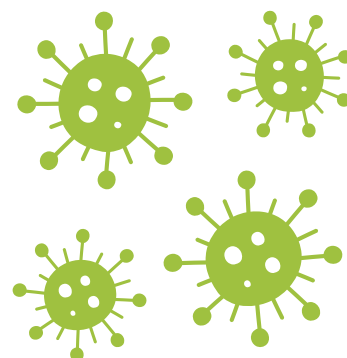
2. BROKEN HEATING SYSTEM

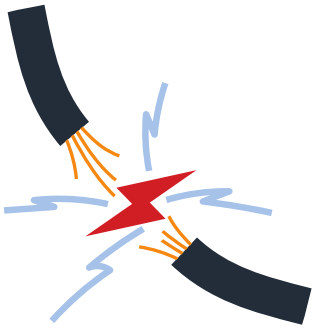
In the middle of winter, your heating system breaks down. There is no heat whatsoever in your apartment, posing an immediate risk to your health and safety. You notify your landlord immediately by text and hours later with a formal notice, sent by email. If they do not respond within 24 hours, you can hire a certified professional to do the necessary repairs and present your landlord with the bill for reimbursement. If you cannot afford to pay for the repairs yourself, you can contact the municipal inspection service in your city.



3. MOLD INFESTATION

You discover mold in your bathroom due to poor ventilation. After informing your landlord and receiving no response, you send a formal notice giving them 10-15 days to fix the issue. If the issue persists, you can contact the municipal inspection service and apply to the TAL.





4. FIRE HAZARD!

Your apartment has faulty electrical wiring that poses a fire hazard. You send your landlord a formal notice and give them 7 days to resolve the problem. If they do not address the problem within this timeframe, you can contact a fire prevention officer at 514-872-3800, extension 4, or email them at sim@montreal.ca with the subject line “URGENT INSPECTION.” In your email, explain the situation and provide all relevant information about your landlord (name, address, email, phone number). Also include your name and address.



5. MAJOR KITCHEN RENOVATIONS

Your landlord wants to renovate your kitchen, requiring you to vacate for two weeks. They give you a written notice three months prior to the proposed renovations and offer to cover your accommodation costs and other expenses resulting from the relocation. You verify the necessity of the renovations, consider the fairness of the proposed conditions, and, if satisfied, respond within 10 days that you will comply with the notice.



6. SAYING “NO” TO A RENO-VICTION!

Your landlord says that the plumbing in your apartment needs to be completely redone and that they will need to terminate your lease, as the work is predicted to take over 3 months. You refuse because you know that even major repairs or renovations are not an excuse to evict a tenant!

This guide has been developed exclusively for the purposes of informing and does not constitute legal advice. Please consider your options carefully before proceeding.
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