

## FREQUENTLY ASKED QUESTIONS

### Can my landlord increase the cost of my parking?

If parking is included in your lease, the landlord cannot start charging you extra fees for parking. If you pay for a parking spot, the cost of the parking spot should not increase at a higher rate than your base rent.

### What do I do if my landlord is harassing me?

Harassment is illegal. Document everything and contact us for help. You can also contact the police.

### Can my landlord come into my apartment whenever they want?

No! They must give you 24 hours' notice before visiting, except in case of emergency.

### What happens if I cannot pay my rent on time?

Your landlord can apply to the TAL for an eviction, but you can avoid the eviction by paying what you owe before the hearing.

### What if my landlord sells the building?

Your lease and your rights stay the same! The new landlord must respect the terms of your existing lease. They cannot raise the rent, force you to sign a new lease, or evict you!

### Do your services cost any money?

No! We are a non-profit organization, and all of our services are free and available to all West Island tenants. Please note that we are not lawyers, so we cannot give legal advice.

## West Island Tenants' Action Committee



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

### LOCATION

114 Avenue Donegani  
Pointe-Claire, QC H9R 2V4

**Call first for an appointment!  
All of our services are free!**

### CONTACT

514-543-2616  
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# TENANTS' RIGHTS 101



**As a tenant in Quebec,  
you have rights!**

**We can help you learn  
about your rights and  
defend them!**



## LEASE RENEWALS AND RENT INCREASES

**I have a 12-month lease. Do I have to leave at the end of the lease?**

No! In Quebec, leases renew automatically. A landlord does not have the right to refuse to renew a tenant's lease.

**Can my landlord make changes to the lease?**

Yes, but there are rules they need to follow! If your landlord wants to make changes to the rent amount or to any other lease condition, they need to give you a written notice during the lease renewal period. For a 12-month lease, this period is 3-6 months before the lease ends.

If your landlord misses the deadline, your lease renews as-is, with no rent increase!

**Can I refuse a rent increase?**

Yes! You can refuse a rent increase or any other change to your lease AND renew your lease. If you want to do this, you must respond to the landlord's notice in writing, within 1 month of when you received the rent increase notice. Be sure to save a copy of your response and get proof that the landlord received it!

If you do not respond to the landlord's notice of rent increase, the lease will renew with the proposed changes.

**Never let anyone pressure you into signing anything on the spot!**



## REPAIRS, MAINTENANCE, AND SANITATION

**Your responsibilities:**

- Carry out minor repairs, like changing a lightbulb or unclogging a drain
- Keep the apartment clean
- Do not damage the apartment
- Inform the landlord of any issues

**Your landlord's responsibilities:**

- Deliver and maintain the unit in safe and habitable condition
- Carry out all repairs and maintenance other than minor repairs, at no cost to you
- Make sure that any sanitation issues, like bed bugs or mold, are dealt with quickly!

**What if my landlord is refusing to do repairs?**

The first step is to send a formal notice, or letter, giving your landlord a deadline to do the repairs needed. If they still refuse after they receive your letter, you can file an application at the Administrative Housing Tribunal (TAL).

If you are having sanitation issues, you may be able to contact your city for an inspection. Contact us to learn more and for assistance!

**Am I allowed to carry out repairs myself and withhold the cost of the repairs from my rent?**

The short answer is no! In certain situations, you may be able to carry out an urgent and necessary repair yourself. However, there are steps you need to follow to protect yourself. Contact us for assistance!

## EVICCTIONS AND RIGHT TO MAINTAIN OCCUPANCY

**I am worried my landlord is trying to evict me!**

In Québec, a landlord cannot evict you without a valid reason and without a judgement from the TAL.

If you are paying your rent on time and not disturbing other tenants in the building, there are only a few ways that your landlord could legally evict you.

**Repossessions:**

A repossession is when the landlord wants to take back a unit to live there themselves or to house a family member. If your landlord is a company, they cannot carry out a repossession.

If your landlord wants to repossess your unit, they must send you a written notice at least 6 months before your lease ends (for a 12-month lease). You ALWAYS have the right to refuse!

**Evictions to subdivide, enlarge or change the destination of a unit:**

This type of eviction is banned until June 2027!

**Major repairs:**

Major repairs are NOT a valid reason for your landlord to evict you. You may need to evacuate your unit temporarily while repairs are carried out, but you always have the right to return!

**If you receive a "Notice of Major Improvements or Repairs," contact us to learn more about your rights!**