



ēducaloi

# Know your Rights as a Tenant

## Mini-guide



## ABOUT ÉDUCALOI

Éducaloi is a non-profit organization whose mission is to inform the population of Quebec of their rights and responsibilities in clear, accessible language.



## IMPORTANT INFORMATION

Version September 2025

- Laws can change. This guide only refers to Quebec laws.
- This guide contains general information. For legal advice, you can contact a lawyer.
- You may share this guide, but you may not change it. It remains Éducaloi's property.

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## ACKNOWLEDGMENTS

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Ministère de la Justice  
Canada

Department of Justice  
Canada

## Why read this guide?

Are you a tenant? Do you have questions about your unit? This guide will help you understand your rights and responsibilities, as well as those of your landlord.

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### *Régie du logement ou Tribunal administratif du logement?*

Many people still refer to the "Régie du logement," but it no longer exists. In 2019, it was replaced by the **Tribunal administratif du logement** (TAL). This is where you can resolve issues related to rental housing.

## What is a lease?

A **residential lease** is a contract between you and your landlord to rent a unit to live. The landlord may also be called the “lessor”.

Your lease must include, among other things:

- ✓ the rent to be paid,
- ✓ the length of the lease (how long you’ll be staying),
- ✓ the rules for the unit.

### Rules your landlord must follow

Your landlord must respect the following rules:

- Use the official lease form from the TAL for your lease.
- Write the lease in French, unless you both agree to use another language.
- Fill in the previous rent in section G of the lease.
- Give you the building by-laws, if there are any. These are the building rules that explain things like where to put the garbage or whether pets are allowed, for example.

### What if you haven’t signed anything?

Even if the lease is verbal, it still is a valid lease. Your landlord must then give you a written lease within **10 days**.

## Just because it’s written in your lease doesn’t mean it’s legal!

Some clauses are illegal! Here are a few examples.

### Evicting you from your home

Your lease cannot say that your landlord can evict you at any time. The law allows eviction only in certain situations, such as:

- if you don’t pay your rent,
- if your landlord wants to take back (“repossess”) the unit to live in it (see pages 16–17).

### No payment beyond your rent

Your landlord cannot ask you to pay anything other than your rent. For instance, it’s illegal for them to ask you for a security deposit, a key deposit, or charge you a fee to visit the unit.

Do you think one of the clauses in your lease is illegal? Contact the Tribunal administratif du logement or a Housing committee. You will find their phone numbers on pages 22–23. They can help you free of charge.

## Your responsibilities as a tenant

**As a tenant, you have certain responsibilities:**

- Pay your rent on time. The due date is written in your lease.
- Keep your unit in good condition and tell your landlord quickly if something's wrong. For example, report a leak as soon as you notice it.
- Follow the building by-laws. For example, if pets are not allowed, you can't keep one.
- Do small repairs yourself, like changing a light bulb or repainting a small area of the unit.
- Use the unit only as a home. For example, you can't open a business from your unit.
- Leave the property in good condition before moving out. For example, if you broke a door handle, you should fix it before you leave.
- Don't disturb other tenants. For example, avoid loud music, especially in the evening or at night.

## Your landlord's responsibilities

**On their end, your landlord must take care of the following responsibilities:**

- Provide you with a unit that's safe and in good condition. For example, there shouldn't be any mold, the windows must close properly, and the electricity must work.
- Respect your privacy. For example, your landlord can't enter your home without your permission, unless there's an emergency.
- Make sure other tenants don't cause unreasonable disturbances.
- Take care of all necessary repairs to the property, except for minor ones that you're responsible for.

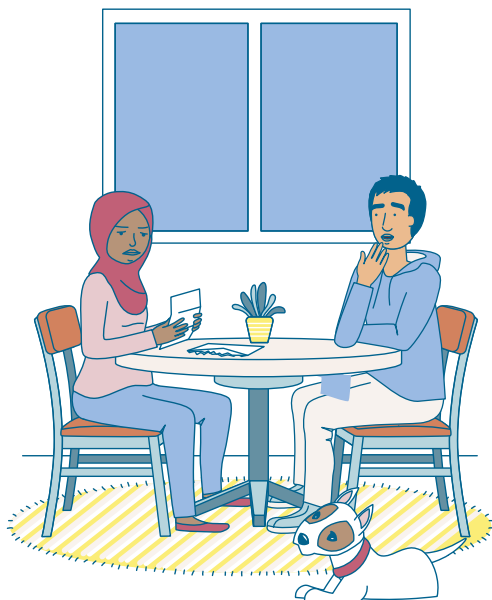


# Housemates

Do you live in your unit with other people? In common terms, that's what we call having "housemates" or "roommates".

Each housemate must:

- pay their share of the rent on time,
- use the home responsibly,
- not disturb other tenants in the building.



# Who has to pay the rent?

**Be careful!** If your housemate doesn't pay their share of the rent, you might have to pay it. It depends on what's written in your lease.

**If your housemate's name is not on the lease?** = You are responsible for paying the full rent if your housemate doesn't pay their share.

**If both of your names are on the lease?** = Check if the lease says that "tenants are solidarily liable."

- If it doesn't say that, or if you checked "no" for this option, you're only responsible for your own share of the rent.
- If you checked yes, you'll have to pay the entire rent if your housemate doesn't pay.

**Important!** If your housemate doesn't pay their share of the rent for three weeks, your landlord can ask the TAL to evict both of you, even if you've paid your share.

## Unit in poor condition

Your landlord must keep your place in good condition for the entire length of the lease.

**The unit is in poor condition, but still fit for you to live in it**

A unit is in poor condition if it has problems, but it can still be fit for living. For example, this may be the case if there is a dangerous staircase or cockroaches in the unit.

**The unit is not fit for you to live in it**

A unit is no longer fit for living if it puts your health or safety at risk, for example if there is a mold problem or a serious water leak.



## What can you do?

First, ask your landlord to fix the issue. If they don't, you can:

- Send a demand letter, which is a letter asking your landlord to fix the issue within a set time.
- If your landlord still doesn't fix things, you can arrange for the repairs or works to be done yourself and then ask for a refund. Make sure to keep all the receipts.

What you can do depends on when you find out about the issue:

- If it's **before you move in**, you can refuse to move in.
- If it's **during your lease**, you can move out after notifying your landlord. You don't have to pay rent while the unit is not fit for living.

When the unit becomes fit for living again, your landlord must inform you of this fact and give you the opportunity to move back in.

**Important!** If your landlord thinks your apartment is still fit for living, they might challenge your decision to leave and ask you to keep paying rent. To protect yourself, take photos and videos of the unit before you move out.

# Heating

Your unit must be heated when it's cold.

## Who pays for heating?

Check section "E" of your lease. It will say whether it's you or your landlord.

Even if you're the one paying for heating, your landlord must provide a heating system that works properly.

## Starting when?

There's no exact date at which to start heating your home. What matters is keeping a comfortable temperature. In winter, the temperature should be around 21°C.

For example, if your bedroom is at 15°C in December, that's not acceptable.

# What to do if there's a problem?

## Do you have a heating issue?

Here's what you can do:

1. Warn your landlord right away.
2. Give your landlord a reasonable amount of time to fix the issue. If it's urgent, you can give them a shorter deadline. For example, if it's -15°C outside, you can give a 24-hour deadline for them to fix the issue.
3. If the issue isn't fixed quickly, your landlord should provide a temporary solution that is effective, like a space heater.
4. If your landlord does nothing and the problem is urgent, you can arrange for the repairs to be made yourself and then ask to be reimbursed. You can also file an application with the Tribunal administratif du logement (TAL).



## Rent increase

To increase your rent, your landlord must follow these rules:

1. Send you a **written notice**.
2. Send you this notice within a specific deadline, depending on the length of your lease.

| Length of the lease | When the landlord must send you the notice      |
|---------------------|-------------------------------------------------|
| One year or more    | Between 3 and 6 months before the lease ends    |
| Less than a year    | Between 1 and 2 months before the lease ends    |
| No fixed length     | Between 1 and 2 months before the rent increase |

The notice must include:

- how much the rent will increase by,
- what options you have,
- your rights if you refuse the rent increase,
- the deadline you have to refuse the rent increase.

## What can you do?

### Did you receive a rent increase notice?

You have three options:

- Accept the increase and stay in your unit.
- Refuse the increase and move out at the end of your lease.
- Refuse the increase and stay in your unit.

If you choose to refuse the rent increase and stay, you have to **send a response to your landlord**. You have one month after receiving the notice to do this.

Your landlord can then:

- Do nothing, in which case your rent stays the same.
- Try to negotiate an agreement with you.
- File an application with the Tribunal administratif du logement to set the rent.

You **don't need to do anything** else. It's up to your landlord to take the matter to the TAL, if they so choose.

### Are you wondering whether your rent increase is reasonable?

You can:

- Call a Housing committee.
- Check the online Rental registry, which shows average rent prices in your neighbourhood.

You'll find their address and telephone number on pages 22 and 23 of this guide.

# Repossession by the landlord

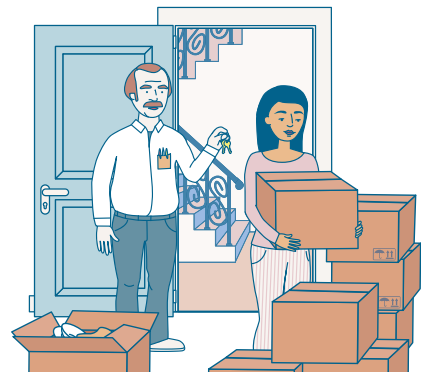
In general, you have the right to stay in your unit as long as you want.

However, your landlord can ask you to leave in specific situations, like if they want to move in your unit themselves or let their children live there. This is called a **repossession**.

## When is repossession not allowed?

Your landlord can't take back your unit in the following cases:

- if they intend to rent it to another tenant for a higher price,
- if the landlord is a company, not a person,
- if there are multiple owners, unless they are spouses or partners,
- if your landlord owns a similar, empty unit that they could use instead,
- if you are a low-income senior.



# What can you do?

In order to take back your home, your landlord must send you a written notice within a specific deadline:

| Length of the lease | Notice must be given at least...              |
|---------------------|-----------------------------------------------|
| 6 months or more    | 6 months before the end of the lease          |
| Less than 6 months  | 1 month before the end of the lease           |
| No fixed length     | 6 months before the planned repossession date |

## What to do if you receive a notice of repossession

You have **one month** after receiving the notice to accept or refuse the landlord's request to repossess the unit. If you don't answer, the law assumes you refused the repossession.

If you refuse, your landlord can either:

- decide not to take back the unit, or
- file an application with the Tribunal administratif du logement to ask for permission to repossess the unit. If your landlord goes to the TAL, they must prove they have a valid reason to take back the unit. For example, they must show that their daughter really plans to move in, and it's not just an excuse to make you leave.

Are you thinking of moving out before your lease ends? Here are your options.

Lease assignment (or “lease transfer”)

Assigning your lease means **transferring your lease to another person**. This person then takes your place on the lease as the tenant. For instance, they will be the one paying rent, following the building by-laws, and looking after the unit. Once the lease transfer is complete, you have no further responsibilities related to the unit.

You will also have to move out on the agreed date.

Sublease

Subleasing means that **you are still on the lease** as a tenant, but you are **renting your unit to someone else for a set period**. You’re still responsible for the lease and the unit.

You continue paying rent to your landlord as usual. Then, you collect rent from your subtenant.

When the sublease ends, you can move back into your unit.

How to do a lease assignment or sublease

1. Send a notice to your landlord. You can do this in writing or verbally. However, it’s best to have written proof that you sent the notice, like an email.
2. Your landlord has 15 days to respond. If you don’t hear back from them within that time, the law considers that they approved the lease assignment or sublease.

When can a landlord refuse a lease assignment or sublease?

In some cases, your landlord must have a serious reason to refuse.

Sublease

Your landlord **can only refuse the sublease if they have a serious reason to do so**. For example: the proposed subtenant cannot pay the rent.

Lease assignment

Your landlord **does not need a serious reason to refuse**.

However, if they refuse **without one**, your lease will still end on the date stated in your notice. This means you can leave your unit, but the person you wanted to assign the lease to will not be able to move in.

# What can you do if your landlord doesn't follow the law?

For example, your landlord may not do one of the following:

- Call an exterminator to deal with a cockroach infestation.
- Repair a water leak, a broken window, or faulty electrical outlets.

—> **You have the right to take action!**

Here are the steps to follow.

## 1. Talk to your landlord

Explain the issue clearly and as soon as possible. In some cases, a simple conversation is enough to solve the issue.

## 2. Send a written notice

If the issue isn't solved, you can send your landlord a written notice.

This notice can be an email, a simple letter, or a **demand letter**. In the notice, you can explain :

- what the issue is,
- how long the issue has existed,
- what you're asking for.

You can give your landlord a reasonable amount of time to fix the problem, for example 7 days. Keep a copy of your message or letter.

## 3. File an application with the Tribunal administratif du logement (TAL)

If your landlord ignores your notice or doesn't fix the issue, you can file an official application with the TAL.

The TAL can:

- Order your landlord to repair what is not working in your unit, for example, fix the heating or remove mold.
- Order your landlord to pay you financial compensation, for example, if you had to buy a space heater.
- Temporarily reduce your rent while your unit is in poor condition.

## Need help with the application?

You can contact your local Housing committee. You'll find their address and telephone number on pages 22 and 23 of this guide.

# Resources

Where can you get help?

**To learn more  
about your  
options**

**Tribunal administratif du logement**  
(formerly known as the Régie du  
logement)

 514 873-2245  
(Montreal)

 1 800 683-2245  
(Elsewhere in Quebec)

**To help you with  
your procedures  
or to help you  
assert your rights**

**The Coalition of Housing Committees  
and Tenants Associations of Quebec  
(RCLAQ)**

 [rclaq.qc.ca/en/](http://rclaq.qc.ca/en/)

 1-866-521-7114

**To find out the  
rents that tenants  
are paying in your  
area**

**Rental Registry**

 [rentalregistry.ca/en/qc](http://rentalregistry.ca/en/qc)

**To find help  
near you**

**211 Québec**

 Greater Montreal and  
Gatineau :  
[211qc.ca/en/](http://211qc.ca/en/)

 Other regions :  
[211quebecregions.ca/](http://211quebecregions.ca/)

 Call 211

**To find a lawyer**

**Barreau du Québec (Quebec bar)**

 [barreau.qc.ca/fr/trouver-avocat/  
services-reference/](http://barreau.qc.ca/fr/trouver-avocat/services-reference/)

**JurisRéférence**

 [jurisreference.ca/en/](http://jurisreference.ca/en/)

**Community Justice Centers**

Free in-person legal information services  
in several regions of Quebec

 [justicedeproximite.qc.ca/en/](http://justicedeproximite.qc.ca/en/)

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