

EVERYTHING YOU NEED TO KNOW ABOUT

FORMAL NOTICES

A GUIDE FOR TENANTS



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



Centraide
du Grand Montréal

WHAT IS A FORMAL NOTICE?

A formal notice is a letter sent to someone to denounce a problem you are having and is considered to be a last resort step in attempting to resolve a dispute before resorting to legal action. If you have tried to get your landlord to fix a problem and they refuse, or if your problem is urgent, you should send a formal notice promptly. It is often necessary prior to opening a file at the Tribunal administratif du logement (TAL) or requesting a municipal inspection. It can also be an effective tool for compelling your landlord to fulfill their duties without having to go to court.

DOES A FORMAL NOTICE COUNT AS PROOF IN COURT?

No, a formal notice only counts as proof of notification. As soon as you are experiencing a problem, and especially if you are considering taking legal action to remedy it, you should collect evidence in the form of photographs and videos, witnesses, letters, inspection reports, correspondence with your landlord, and audio recordings.

HOW DO I WRITE ONE?

Broadly speaking, your formal notice should describe and denounce the problem you are having, remind your landlord of their legal and contractual obligations, provide a reasonable timeframe for the solutions that you are seeking, and threaten legal action should the problem remain unresolved. It must be written in the language of your lease agreement. For an annotated example with more detailed explanations, see pages 3 and 4 of this guide.

WHAT DOES A “REASONABLE TIMEFRAME” MEAN?

This reasonable timeframe is typically understood to be 10 days but can be different depending on the circumstances. For example, if the aim of the letter is to stop a certain behavior, such as harassment, the delay is immediate. Otherwise, you can give 1 to 3 days if the problem immediately threatens your health and safety, such as a heater not working in the winter, or threatens the integrity of the rented unit.

HOW SHOULD I SEND IT?

In order to open a file at the TAL, you will usually need to present your formal notice as well as a proof of notification. This is to ensure that your landlord has been made aware of the problem and been given a chance to remedy the situation. The best way to obtain a proof of notification is to send your letter by Canada Post registered mail, which costs approximately \$12. You will be given a tracking number, which you can enter on the Canada Post website to obtain a delivery confirmation and a copy of the signature of the person who accepted the letter.

If your landlord refuses to accept or to pick up the registered letter, you can attempt to deliver the notice by hand or hire a bailiff. If you deliver the notice by hand, bring a copy for yourself for your landlord to sign and date. Hiring a bailiff can cost between \$40 to \$200; if you must resort to this option, try to find a bailiff service close to the address of your landlord so that they do not have to travel very far.

CAN I SEND MY FORMAL NOTICE BY EMAIL, TEXT, OR MESSENGER?

This may be acceptable at the TAL, as long as you obtain a proof of receipt. For an email or a text message, this usually entails a response from your landlord to your message. You must also be able to establish that the email address or phone number that you sent the notice to is, in fact, your landlord, meaning that you have communicated with them previously via the same means. On Messenger, a “read receipt” can be considered a proof of receipt, although the same burden of establishing the identity of the recipient applies.

AT WHAT POINT AFTER SENDING IT CAN I GO TO THE TAL?

The timeframe that you allotted for your landlord to fix the problem begins when they receive the letter, not when you send the letter. Thus, if you gave a timeframe of 10 days and the letter was received 5 days after you sent it, you can go to the TAL 15 days after you initially sent the notice.

ARE THERE ANY SITUATIONS WHERE DON'T NEED TO SEND ONE?

In some situations, you can open a file at the TAL without sending any kind of notice to your landlord. This includes:

- Request to fix rent based on incomplete Section G

In other situations, you must send a different kind of notice to your landlord, models for which can be found on the TAL website:

- Assignment or subletting of lease
- Termination of lease under article 1974.1
- Rent deposit
- Non-renewal of lease
- Respond to a rent increase
- Notice of abandonment

WHAT IF I RECEIVE A FORMAL NOTICE?

Remember, a formal notice is just a notification of where the sender thinks you went wrong; it is not proof of anything. Upon the reception of a formal notice, it is important to prepare evidence in the event the matter does go to court. Do not hesitate to call the WITAC for more information.

EXAMPLE FORMAL NOTICE

Pierrefonds, June 10, 2023

1 **WITHOUT PREJUDICE**

2 **To:** The Big Bad Wolf
130 Sherbrooke Boulevard N
Dorval, QC W4R 3T5

From: The Third Little Pig
7768 Rue Pierrefonds S
Pierrefonds, QC P9L 8K5

Registered mail

Subject: *Formal notice – Harassment*

To whom it may concern,

3 We are bound by a lease for the dwelling located at 7768 Rue Pierrefonds, in Pierrefonds, and for which you are the lessor. This letter is to inform you that I do not appreciate and will not tolerate your aggressive behavior, words, and gestures towards me, specifically the following incidents which took place recently:

- 4**
- On June 5, 2023 at 8 AM, you came to my apartment without prior notice, knocked loudly on my door, and demanded to be let in. You threatened to “huff and puff and blow [my] house down” after I refused to let you in.
 - On June 8, 2023 at 7 PM, you again showed up to my apartment without notice, demanded to be let in, shouted at me, and threatened to “come down the chimney and eat [me] for supper.” Both of my siblings were present and were alarmed by your behavior.

5 These incidents, which I would consider to be harassment, have affected my right to the peaceful enjoyment of my home and have left my family and I in a state of constant anxiety and fear. I would like to remind you that article 1902 of the *Civil Code of Quebec* states the following:

1902. Neither the lessor nor any other person may harass a lessee in such a manner as to limit his right to peaceable enjoyment of the premises or to induce him to leave the dwelling. A lessee who suffers harassment may demand that the lessor or any other person who has harassed him be condemned to pay punitive damages.

6 I hereby formally demand that you cease all harassment towards me immediately upon receiving this letter. In default of which, I will file a complaint against you with the Commission des droits de la personne et de la jeunesse under articles 10 and 10.1. In addition, I also reserve the right to take any necessary action against you before the Tribunal administratif du logement and to request that you be condemned to pay punitive damages and moral damages as a result of this harassment.

PLEASE ACT ACCORDINGLY,

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The Third Little Pig, tenant

This example has been developed strictly for educational purposes. For formal notice templates, see our website.

1 WITHOUT PREJUDICE

Including the term "without prejudice" means that you are not strictly bound by what is in the letter. If it comes time to make a request with the TAL, you can change some of the minor details and the solutions you are requesting, but you cannot change the nature of the request. For example, this formal notice would allow you to open a case for harassment at the TAL but would not be adequate to open a case for repairs.

2 IDENTIFICATION OF PARTIES

It is important to write down the name and address of the person or company that signed the lease with you, or your lessor; they have a contractual and legal obligation to you and can be held responsible in court. While it may be the case that you communicate with or pay your rent to another individual, such as the building owner, manager, or concierge, all formal communications must be addressed and sent to the lessor. Otherwise, they can attempt to invalidate the letter by claiming that it was addressed to the wrong person. When in doubt, list multiple people.

3 MENTION OF CONTRACTUAL OBLIGATION

Briefly describe the nature of your contractual relationship and obligation to each other, whether it be lessor and lessee, roommates, etc.

4 DESCRIPTION OF FACTS

Describe the problem thoroughly and concisely. When possible, list the date, the time, the place, and all those present during an event. You can also describe how the problem has negatively impacted you.

5 APPLICABLE LAWS AND ARTICLES

Explain why the problem being denounced means the other party is not fulfilling their legal and contractual duties. In this section, it can be useful to cite articles of the Civil Code of Quebec which stipulate the specific rights and responsibilities of tenants and landlords. For more information, contact the CALODI-WITAC or see our website.

6 FORMAL DEMAND

Specify the solutions you want to see and a reasonable timeframe for the solution you are requesting. At the end, make sure to specify that if the problem isn't solved satisfactorily, there will be legal consequences. You can mention the recourse you will seek at the TAL. If you believe that you have been a victim of discrimination, you can also file a complaint with the Commission des droits de la personne et des droits de la jeunesse.

7 SIGNATURE

This guide has been developed exclusively for the purposes of informing and does not constitute legal advice. Please consider your options carefully before proceeding.
Funding for this project is made possible by Centraide of Greater Montreal.



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