

DEFENDING YOURSELF FROM EVICTIONS AND REPOSSESSIONS

A GUIDE FOR TENANTS



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



Centraide
du Grand Montréal

INTRODUCTION

As a tenant in Quebec, you have the right to maintain occupancy of your unit and you cannot be forced out of your rental housing without a valid reason. **For example, your landlord cannot force you out because your rent is “below market value” or because you have refused a rent increase.**

The aim of this guide is to inform you of the ways that a landlord can try to legally (or illegally) evict a tenant in Quebec and of your options and rights if you receive a notice of eviction, repossession, or major works. **Keep in mind that you always have a right to refuse an eviction, a repossession, or major work that will require you to leave your apartment.** Do not sign any documents or agreements without consulting the CALODI, and please read the following guide carefully.

EVICITION FOR SUBDIVISION, ENLARGEMENT OR CHANGE OF DESTINATION OF A DWELLING

One way that a landlord can try to legally evict a tenant is if they want to subdivide, enlarge, or change the destination of a dwelling (i.e. convert it into a commercial unit). If your landlord wishes to carry out this kind of work or change in your unit, they must notify you within the following timeframes:

Length of lease	Timeframe for landlord to give notice
Lease of more than 6 months	6 months before lease renewal
Lease of less than 6 months	1 month before lease renewal
Lease of indeterminate term	6 months before proposed eviction

For example, if your 12-month lease renews on July 1, 2024, your landlord must give you notice before January 1st, 2024. Otherwise, it is too late for your landlord to propose an eviction for the 2024-25 lease term. They must wait until the following year.

The notice must be written and it must indicate the date and reason for the eviction. It must also indicate the **restrictions on the right to evict a tenant** (see section below).

You always have the right to refuse. For any eviction notice served after February 21, 2024, if you do not respond to the notice within one month, you are presumed to have refused the eviction. So, if you wish to refuse the eviction, you can either respond with your refusal within one month or choose not to respond at all.

Once you refuse, your landlord has one month to apply to the Tribunal administratif du logement (TAL). If your landlord applies to the TAL, they must send you a copy of the application and their list of exhibits, or evidence, within 45 days of submitting the application. You can request a copy of their evidence before the hearing. You will receive the hearing date in the mail at least two weeks before the hearing. See our guide on “Preparing for a TAL hearing” for more information.

If a judge authorizes your eviction, they will order your landlord to pay you:

- **Reasonable moving expenses**
- **An indemnity** equal to one month’s rent for every year of uninterrupted lease of your dwelling, equal to no less than 3 months’ rent and no more than 24 months’ rent (for an eviction for which the initial notice was given after February 21, 2024)

For example, if your current rent is \$1000 and you have been living in your apartment for 20 years continuously, you will be entitled to an indemnity of \$20,000.

Additionally, you can ask the judge:

- To adjust the amount of the indemnity based on injury suffered
- To postpone the eviction date
- For damages resulting from your eviction
- For punitive damages in the case of a bad faith eviction

REPOSSESSION

Another way that a landlord can try to legally evict a tenant is through a repossession, which means that they are taking back the unit so that they or a family member can live there. If your landlord wants to repossess your unit, they must send you a notice within the following timeframes:

Duration of lease	Timeframe for landlord to give notice
Lease of more than 6 months	6 months before lease renewal
Lease of less than 6 months	1 month before lease renewal
Lease of indeterminate term	6 months before proposed repossession

The notice must be written and it must indicate the date of the proposed repossession, the full name of the person who will be benefitting from the repossession, and the degree of the relationship between this person and the landlord (son, daughter-in-law, nephew, etc.). It must also indicate the **restrictions on the right to evict a tenant** (see section below).

You always have the right to refuse. If you wish to refuse the repossession, you can either respond within one month with your refusal or choose not to respond. **If you do not respond, you are presumed to have refused the repossession.**

Once you refuse, your landlord has one month to apply to the TAL. If your landlord applies to the TAL, they must send you a copy of the application and their list of exhibits, or evidence, within 45 days of submitting the application. You can request a copy of their evidence before the hearing. You will receive the hearing date in the mail at least two weeks before the hearing. See our guide on “Preparing for a TAL hearing” for more information

If a judge at the TAL authorizes the repossession, they will order your landlord to pay you **reasonable moving expenses**. You can also apply to postpone the date of the repossession.

MAJOR WORKS REQUIRING TEMPORARY RELOCATION

Your landlord may want to carry out major repairs or renovations in your apartment that require you to temporarily relocate. For example, they may want to renovate your kitchen or carry out major plumbing or electrical work. Unless the renovation entails the subdivision or enlargement of the unit (see above), **this is not grounds to terminate your lease**.

If your landlord is asking you, pressuring you, or forcing you to vacate permanently or to terminate your lease so that they can carry out major repairs or renovations, this is most likely not legal. Do not sign anything, and contact the CALODI for assistance.

If your landlord wants to carry out repairs or renovations that require you to vacate the premises for more than a week, they must give you three months' notice. This notice must be written and it must contain the following information:

- Type of work being done
- Start date of the work and an estimated duration
- How long you will need to vacate
- Amount of compensation offered to cover: moving costs, storage costs, extra rent paid to stay elsewhere, etc.

If you wish to refuse to vacate the premises, you can either respond within 10 days of receiving the notice or choose not to respond. If you do not respond, you are presumed to have refused to vacate the premises.

Once you refuse, your landlord must apply to the TAL for authorization to carry out the proposed work and **all work must be suspended until the TAL has ruled on the necessity of vacating the dwelling and set conditions for the work.**

If the TAL authorizes your landlord to carry out the proposed work and orders you to vacate temporarily, your landlord will be ordered to pay you compensation. This compensation should be paid to you on the day that you leave the apartment. Additionally, you will be dispensed from your obligation to pay rent during the period of evacuation.

Once the work is completed, **your landlord must return your apartment in clean condition. You will continue to pay the same rent until the renewal of the lease**, when the landlord can submit expenses associated with major repairs and renovations for the calculation of your rent increase.

RESTRICTIONS ON THE RIGHT TO EVICT A TENANT

A landlord is not allowed to evict a tenant or repossess a unit if the tenant or the tenant's spouse meets all of the following requirements at the time of the eviction:

- 70 years of age or older
- Has lived in the same unit for at least 10 years
- Has an income equal to or less than the maximum threshold to qualify for a dwelling in low-income housing

In 2023, the maximum income threshold for a single person or a couple to qualify for low-income housing in Montreal is \$38,000.

However, this restriction does not apply in the following situations:

- The landlord is 70 years of age or older and wants to repossess the dwelling for themselves
- The beneficiary of the repossession is 70 years of age or older
- The landlord is 70 years of age or older and wants to have a beneficiary less than 70 years of age move into the same building as themselves

RIGHTS OF TENANTS AFTER A BUILDING SALE

The sale of a building has no impact on your lease, the price of your rent, or your right to maintain occupancy. After a building sale, your new landlord does not have the right to increase your rent or to kick you out of your apartment. **If your building has been sold and your new landlord is pressuring you to accept a rent increase or move out, contact the CALODI for assistance.**

BAD-FAITH EVICTIONS

There is recourse available to you if you have been the victim of a bad-faith eviction, including damages resulting from the eviction and punitive damages against the landlord who evicted you in bad faith and forced you out of your home.

For example:

- You agreed to a repossession, or your landlord obtained authorization from the TAL to repossess the unit but, after you moved out, you found out that the apartment had been rented out again
- You agreed to an eviction, or your landlord obtained authorization from the TAL to evict you in order to subdivide, enlarge, or change the destination of the unit but, after you moved out, you found out that they never carried out the proposed work and instead rented the unit out again
- You were the victim of a “reno-viction,” or your landlord illegally terminated your lease under the pretext of carrying out major repairs or renovations

If you believe that you have been the victim of a bad-faith eviction, contact the CALODI for support.

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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