



Paying the Rent

IMPORTANT

The contents of this leaflet are for information purposes only and do not replace the legislation.

The staff at the Régie du logement can inform you of the recourse available to you for contesting a decision, the applicable procedure before the Régie and the deadlines involved. However, our staff cannot inform you of the procedures applicable before the other tribunals. If you need assistance, contact an attorney or notary.

Paying the rent : a tenant's number one obligation

Paying the rent, in full and on the date fixed, is a tenant's principal obligation. It is one of the essential elements of the contract, i.e. the lease.

A tenant and a landlord can reach an agreement on various terms and conditions for paying the rent. It is in the interest of both of them to clearly specify the terms and conditions on the lease.

When and where should the rent be paid?

Under the law, if the parties do not make any particular arrangements regarding payment of the rent, it is up to the landlord or the landlord's mandatary to collect the rent at the tenant's home on the agreed date.

If the parties arrange to pay the rent at another location, it is up to the tenant to ensure that the landlord receives the payment on the agreed date.

In any case, it is in both parties' interest for all terms and conditions to be clearly established, especially the specific time of day at which payment is to be made, for example, between 7 p.m. and 9 p.m. on the first day of the month.

Both parties must act in good faith without abusing their individual rights.

To whom should the rent be paid?

What matters is to ensure that payment is made to the right person (landlord,

mandatary, management company, etc.); otherwise, it might be necessary to pay a second time.

When a tenant is uncertain of who is entitled to the rent (e.g. in the event of the sale of the immovable, a death, bankruptcy, the withdrawal of authorization to collect rent served by a hypothecary creditor), the tenant can apply to the Régie du logement for authorization to deposit the rent there.

Payment methods

In what form should the rent be paid?

If the agreed rent is a sum of money, payment can be made in cash (Canadian funds), or by postal money order, certified cheque, bank money order or bank draft. Payment can even be made by credit card, through a transfer of funds, or, in some places, by debit card, where the landlord has the capability for such payments.

What about paying by ordinary cheque? An ordinary cheque is generally accepted because it is a practical method for everyone. It is important to note, however, that the landlord is not bound to accept that payment method, unless an agreement is reached in that regard. Technically, the rent is paid once the cheque has been honoured by the financial institution.

What matters is to pay the rent in full. A landlord is not required to accept partial payment.

If the agreed rent is something in lieu of money, such as the performance of

certain work, the work must be performed as provided for in the lease.

A landlord cannot

- require a payment exceeding one month's rent;
- demand advance payment of more than the first term of rent (without exceeding one month). The landlord can, however, require the advance payment to be cashable immediately even if the lease comes into effect at a later date. For example, in the case of a lease signed on April 15 but beginning on July 1, the landlord can ask the tenant to provide a cheque, cashable immediately, for the first month's rent only;
- demand additional amounts on deposit or in another form, for instance, to guarantee the keys are returned;
- demand post-dated cheques

If a clause in the lease provides for such practices, it is invalid and the tenant is not obliged to comply with it. The tenant can apply to the tribunal to have his or her rights respected—for example, to recover his or her postdated cheques or deposit.

Proof of payment

A tenant has the right to require that he or she be given a receipt as an attestation of the payment of rent. A receipt can be useful because, in the event of a dispute, the burden of proving that the rent was paid lies with the tenant. Hence, the importance of proof in writing.

It is wise to keep proof of payment for three years.

Failure to pay

- **Non-payment of the rent**

A tenant who does not pay his or her rent in full on the agreed day is in default as of the next day. The landlord can, as of that time, file an application with the Régie to recover the rent owing, interest and the costs related to the application.

Before filing an application, the landlord would do well to issue a formal notice to pay to the tenant, in order to avoid having to assume the costs of the application should the tenant pay in a reasonable time.

- **More than three weeks late**

In this case, the consequences can be more far-reaching. Not only can the landlord request that the tribunal order the tenant to pay the rent and other costs, **but also the resiliation of the lease and the eviction of the tenant and the other occupants.**

Resiliation of the lease can be avoided if the tenant pays, **before** judgment, the **rent owing**, as well as **costs** and **interest at the rate** provided in section 28 of the *Act respecting the Ministère du Revenu*, or at the rate agreed by the parties if it is lower.

- **Frequent late payments**

The landlord can also request the resiliation of the lease if the rent is frequently paid late. However, in addition to proving the late payments, the landlord must show that serious prejudice (damage)—such as a large financial loss stemming from the frequent late payments—was suffered.

If the rent is not paid, the tribunal can resiliate the lease and order the eviction of the occupants, even in winter.

Execution of the tribunal's decision

Once a decision has been rendered, the parties must abide by it. If they do not, the landlord must wait until the deadlines provided for have expired before having the decision executed.

NOTE 1 : When a decision resiliates the lease for non-payment of the rent and if the lessee has paid the rent that is due, the costs and interest before the decision, **the plaintiff cannot undertake the eviction procedure.**

If the plaintiff does undertake the eviction procedure, the lessee can oppose it by addressing the Court of Québec.

NOTE 2 : Following the resiliation of the lease and the tenant's eviction, the tenant remains liable (although no longer in the dwelling) for the loss in rent sustained, and the expenses incurred (heating, electricity, newspaper ad) by the landlord until the dwelling is leased again. The landlord must take steps to reduce any prejudice that he or she might suffer personally.

For more information, see the leaflet "Executing a decision of the tribunal".

WEB SITE OF THE RÉGIE
<http://www.rdl.gouv.qc.ca>

HOW TO REACH US BY TELEPHONE

From Monday to Friday
Between 8:30 a.m. and 4:30 p.m.

Montréal, Laval and Longueuil areas :
(514) 873-2245 *

Elsewhere in Quebec :
1-800-683-2245 *

*** An automated information service is available around the clock.**

Please have on hand all necessary documents before making your call.

The Régie du logement is answerable to the Minister of Municipal Affairs and Regions.

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