



Real Estate Talk:  
Income property / 7

## Description

# A look at the landlord's obligations

By **Joseph Marovitch**

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People who buy income property for the first time have certain preconceived notions of being a landlord. Initially, the buyer's idea is, they will purchase an income property and collect rent. It sounds easy enough, but there is more to being a landlord than collecting rent.

There are the maintenance issues, tenant issues and the fact that the landlord is partially responsible for the people that live in their income property. Both the landlord and the tenant have responsibility and obligations to the lease. Next week we will discuss the tenant's obligations. In this article, we will discuss the landlord's obligations.

People who buy income property for the first time have certain preconceived notions of being a landlord.

There are many issues and rules to being a landlord. For this article I will discuss the main responsibilities.

## 1. The unit must be in clean and move-in condition

The first responsibility of the landlord is to ensure the unit (apartment) is in clean and liveable condition. If there are repairs required before the tenant taking possession, such as cracks in the walls or ceiling, these must be repaired and painted. If the sink is leaking, repair it. If air conditioning or appliances are included, these must be in good working order before possession.

## 2. Possession date



In the lease, which must be a Tribunal administratif du logement (formerly Régie du logement) form, a date for possession is indicated. The landlord must ensure that the unit is ready by the agreed-upon date for the tenant to take possession. This means all preparation work including repairs and painting must be performed by that date.

### **3. Peaceful enjoyment of the unit**

The tenant has the right to live in the unit in peace and enjoy the space. The landlord cannot disturb the tenant unless there is either an emergency or by mutual agreement and for good reason with prior notice.

‘The tenant has the right to live in the unit in peace and enjoy the space.’

The landlord can be held responsible for the disturbances caused by other tenants to the tenant in question. In such a case, the tenant must provide written notice to the landlord that there is a problem, such as loud noises or barking dogs, and provide time for the landlord to resolve the issue.

### **4. Guarantee the unit can be used for the purpose for which it was rented**

The landlord cannot change the status of the space during the entire time of the lease. For example, the space cannot be changed to offices or condos for sale while the tenant is in the term of their lease.

### **5. Repair as necessary**

The landlord is responsible for making necessary repairs to the unit as required. If the electrical system ceases to work or the basement floods or damage occurs to the outside of the building, then the landlord must repair this in a reasonable time from when the tenant states in writing that there is a problem. Minor repairs such as changing light bulbs would not be the responsibility of the landlord, however, it should be noted that in an emergency such as in -40-degree weather and the heat stops working, the landlord must respond immediately with a solution such as sending a repair person right away or having the tenant call a repair person and have the landlord pay for the issue.

‘Minor repairs such as changing light bulbs would not be the responsibility of the landlord...’

It should also be noted that if the unit includes appliances and it is not stated in the lease that the tenant is responsible for these appliances, should the appliances break down, the landlord can be responsible for repairing or replacing the faulty appliances.

### **6. Maintain the form of the unit**

The landlord must maintain the form of the unit and not, for example, change the space to offices or add an additional storage room unless the tenant should agree to such a change at the landlord’s expense.

These are the main responsibilities of the landlord, however, there can be more, and I would refer prospective landlords to refer to the [Tribunal administratif du logement](#) for further details.

The information I provide in these articles is a summary. Should you have questions or comments, please refer to the comments section at the bottom of the page. As well, to view past articles, [click here](#).



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Next article: **Income property /8 – Tenant’s Obligations**

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## State of the market

According to a recent **RBC housing report**, rising interest rates combined with increased property tax values (Montreal income property tax rose by an average of 33%) and increased costs for supplies and labour, have raised homeowner mortgage payments and carrying costs by hundreds of dollars. This is making it difficult to own a property and has caused renting to be in higher demand.

‘... the state of the market is allowing buyers to purchase at lower prices as home values decline.’

However, on the positive side, the state of the market is allowing buyers to purchase at lower prices as home values decline. If a buyer can afford to purchase a property now and maintain the costs over the next few years, they may find property values will eventually increase as CPI decreases, and then either refinance or sell their property at a gain.

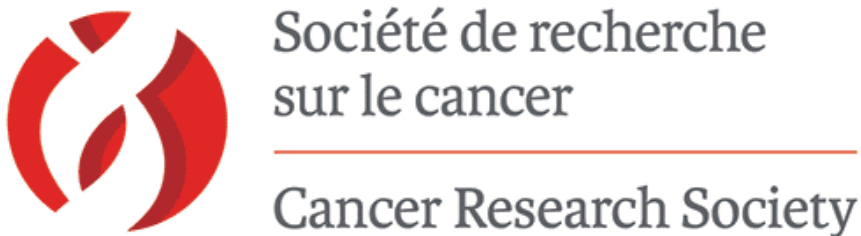
Another positive in the current market is for income property investors. As property values decrease due to rising rates and costs, it is possible to purchase income property at a discount and increased cap rate, in a market where renting demand is rising.

Have a great week!

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**Joseph Marovitch** has worked in the service industry for over 30 years. His first career was working with families from Westmount and surrounding areas, hosting children between the ages of 6 to 16 as the owner and director of Camp Maromac, a sports and arts sleep away summer camp established in 1968. Using the same strengths caring for the families, such as reliability, integrity, honesty and a deep sense of protecting the interests of those he is responsible for, Joseph applies this to his present real estate broker career. Should you have questions please feel free to contact Joseph Marovitch at 514 825-8771, or [josephmarovitch@gmail.com](mailto:josephmarovitch@gmail.com)



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