



Real Estate Talk:
Income property / 8

Description

A look at tenant's obligations

By **Joseph Marovitch**

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A note of discretion before starting this article, last week the [obligations of the landlord](#) were discussed. In this article, we will discuss the **tenant's obligations**, however, I would advise both tenants and landlords to vet one another carefully with credit checks and references before signing a lease. Finding out that your new tenant, or landlord, is exceedingly difficult to deal with can make for a difficult situation. There are ways to avoid problems by checking references, obtaining credit checks and owning income properties in more affluent areas of town. For more information on vetting and avoiding headaches, check with the [Tribunal administratif du logement](#) or contact me.

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Tenant's obligations

You have received a letter from your landlord requesting you pay your late rent by a specific date, and that the landlord has opened a file with the Tribunal administratif du logement, which would and should be done within days of the landlord not receiving the rent.

What are your rights and obligations? Some of the apparent obligations of the tenant are stated in the signed lease. Others can be found online or by calling the Tribunal administratif du logement.



The basic obligations of the tenant are as follows:

- Pay the rent as stated in the signed lease, on the day the rent is due according to the lease
- Maintain the unit responsibly
- Perform minor repairs as required
- Do not change the form of the unit without written permission from the landlord
- Do not disturb other tenants
- When vacating the unit, ensure the unit is in the same condition as you took possession of the unit

Paying the rent

It is stated in the lease when the rent is due each month. It is the obligation of the tenant to pay the rent on or before that date. If the rent is even one day late, normal protocol would require the landlord to contact the Tribunal administratif du logement and open a file. The Tribunal would advise the landlord to send a registered letter to the tenant, requesting the tenant pay their rent by a specific date. Should the tenant not pay the rent by the stated date, the landlord can request that the Tribunal administratif du logement cancel the lease and evict the tenant. This request to the Tribunal, to cancel the lease, can only be demanded once the rent is three weeks late.

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Maintain the unit responsibly

The tenant does not own the unit and therefore must not damage or make the unit un-liveable. This means the tenant must:

- Repair any minor damage due to fault or deterioration such as small holes or burnt out light bulbs
- Notify the landlord of any defects or major deterioration with enough time to allow repair before the issue gets worse

It should be noted that if there is damage to the unit that is not the fault of the tenant, the landlord may pay for the issue.

Changing the unit's form

It is the responsibility of the tenant to return the unit as they found it upon possession, therefore any changes or additions to the unit must be removed, if the landlord insists. If the tenant requested and received written permission from the landlord to change the form by adding a wall or room, then the change would not have to be removed.

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Changing the use of the unit

To a degree, the use of the unit can be changed under two conditions. First is that the landlord provides written permission and secondly, if the by-laws of the municipality allow the change. For example, a tenant might use the



basement for an office.

Not disturbing other tenants

All tenants have the right to enjoy the use of their units in peace. Therefore, it is the obligation of each tenant to ensure they do not disturb the neighbours by being excessively loud or obnoxious. Tenants who are permitted to have dogs, cannot allow their dogs to roam freely or bark off the balcony. Should a tenant install a Jacuzzi in their unit and it causes noise or vibration to the next tenant, the tenant must resolve the issue by purchasing a Jacuzzi that does not disturb the neighbour, or get rid of the Jacuzzi.

Not allowing your neighbour to enjoy their unit in peace can result in litigation or cancellation of your lease.

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Returning the unit at the end of the lease

It is the obligation of the tenant to return the unit as they received it. If the unit was empty, clean and had no additional walls, rooms or appliances, then this is how the unit must be left. If changes were made or items were left in the unit after the tenant vacated, causing the landlord to remove or clean the unit at a cost, the landlord has the right to collect the cash outlay from the tenant.

These are the basic obligations of the tenant, however there are many more issues that can arise. Each issue has a stated resolution but must be handled on a case-by-case basis.

For further information you can contact the Tribunal administratif du logement in Montreal at 514 873-2245 or 1-800-683-2245.

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](#).

Next article: **Income property /9 – Cancelling a lease prior to the expiration date**

State of the market

Rates are still rising; CPI is still decreasing. Home values have decreased across Canada yet with high inflation and interest rates, it is difficult to achieve home ownership. To help alleviate the issue, although it may not have much effect, on January 1, 2023, the **Non-Canadian Act** will be in effect.

‘The Canadian government believes that by deterring foreigners from purchasing residential property, Canadian buyers shall have priority to purchase homes at lower prices.’

This means any person who does not have Canadian citizenship or permanent status will not be permitted to purchase, directly or indirectly, residential property in Canada for the next two years. This measure should have taken place a year ago when rates were low and foreign buyers and national corporations were taking advantage – too little, too late.



The Canadian government believes that by deterring foreigners from purchasing residential property, Canadian buyers shall have priority to purchase homes at lower prices. Meanwhile the **Canadian Real Estate Association (CREA)** believes the priority should be to build more affordable homes rather than limit foreign buyers.

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



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