



Access to the Dwelling and Visiting Rights

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.

When a dwelling is up for rent or when a residential building is for sale, both the landlord and tenant concerned have to abide by a certain number of rules about visiting the premises. These rules are logical and based on common sense and the most elementary principles of courtesy.

Even during the course of the lease, the landlord may need to enter the tenant's dwelling. Rules provide for these situations and determine the way for these visits to be made in order to maintain good relations between the parties.

Dwelling for Rent

You are a landlord. Your tenant has given you written notice that he will move out at the end of the lease.

Or he has given you 2 months' notice, accompanied by an attestation from the authorities concerned, indicating that he is cancelling the lease for one of the following motives specified by the law :

- he has been allocated a dwelling in a low-rental housing unit ;
- he can no longer occupy his dwelling because of a handicap ;
- in the case of an elderly person, if he is admitted permanently to residential and long-term care centre or a private seniors' residence.

When and how can you arrange visits to the dwelling now for rent ? As soon as you have received your tenant's notice, you may post a sign " for rent " and you have

the right to visit the dwelling. However, remember that you must obtain permission from the tenant before entering the premises. A verbal request is sufficient and no time limit is imposed by law.

Visits must take place between 9 a.m. and 9 p.m. and the tenant may demand that you or your representative be present. Otherwise, the tenant has the right to refuse you access to the dwelling.

Some advice : as soon as the tenant gives his notice of non-renewal, reach an agreement with him on the conditions of visit of the dwelling since you must obtain permission before entering his home.

During the Course of the Lease

You may need to get in the tenant's dwelling during the course of the lease : it is then **compulsory** to give a **24 hour notice (verbal or written)**. You have the right to verify the condition of the dwelling but you must exercise your right with judgment.

The same rule applies if you must undertake repairs in the tenant's dwelling. (In the case of a condo the notice may be given by the syndicate). Should the repairs prove to be urgent and necessary (e.g. a major plumbing leak or sparks in the electric distribution panel), you may have them done immediately without having to notify the tenant.

Locks

Changing the locks or adding a device restricting access to the dwelling can cause grave prejudice to one of the parties. Neither the landlord nor the tenant have the right to change the locks on the doors of the dwelling, or to add other locks, without the consent of the other party, nor prevent access to the dwelling in situations covered by the law.

For Sale

When you put up a building for sale, your obligations are essentially the same as those which apply to renting.

However, you must give the tenant a **24 hour notice (verbal or written)** each time you wish the dwelling to be visited by a potential buyer. This is **compulsory**. And the visits must take place between 9 a.m. and 9 p.m. On the other hand, the tenant can demand that you or your representative accompany the buyer during the visit.

Except in cases of emergency, the visit of the dwelling must take place between 9 a.m. and 9 p.m. Repairs must be done between 7 a.m. and 7 p.m.

In Summary

The owner may inspect a dwelling or have work done in it. He may sell the building or put a dwelling up for rent if its lease has not been renewed or has been cancelled by the tenant for reasons previously discussed. For this, he must have access to it.

On his part, the tenant has the right to his privacy. It is therefore in your mutual interest to reach an agreement that is satisfactory to both of you.

In cases of serious conflict or improper conduct by either the tenant or the landlord, the Régie has the power to order access to the dwelling or impose the conditions of access.

ADDRESS OF THE WEBSITE OF THE RÉGIE DU LOGEMENT

<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-BAIL (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, Regions and Land Occupancy.

FI-011 (12-01)