



Heating Problems

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.

(Dwellings heated by the landlord)

You are a **tenant** in a dwelling where the heating is controlled by the landlord and the habitual temperature is causing you serious discomfort.

You are a **landlord** and you are wondering on what **date** you have to begin heating and what **temperature** you must maintain to **meet your responsibilities**.

On what Date should Heating Begin ?

No specific date on which heating must begin is laid down in the law governing rental housing, nor under most municipal by-laws. An arbitrary choice of date would not reflect the reality of the Québec climate where it can freeze in May and be hot in March.

However, the landlord is legally required to ensure that his tenant enjoys an **adequate ambient temperature, whatever the time of year**

This responsibility comes from the landlord's obligation to maintain the dwelling in good condition enabling it to serve the purposes for which it is rented and to maintain the dwelling in good habitable condition.

Therefore, a clause in the lease specifying a date on which the landlord will turn on the heat may be without effect because **whether or not the dwelling requires heating depends on the temperature indoors**.

At What Level should the Temperature be Kept ?

Though neither the law nor most municipal by-law are specific in this area, it is generally accepted that, under normal conditions, interior apartment temperatures should run around 21° C (70° F).

For his part, the tenant will be careful not to overheat the dwelling or action may be taken against him at the Régie du logement.

How to Talk it Over with the Landlord

If the tenant has a heating problem, he should make sure he has enough solid evidence, **supported by witnesses**, if possible, to show the landlord that steps to correct the situation must be taken immediately. For example, the tenant can record indoor and outdoor temperature readings at predetermined times over a period of days.

The temperature indoors should be recorded in the centre of each room one metre from the floor.

Date	Time	Outdoor Temperature	Indoor Temperature
Y/M/D	5:00 p.m.	7°C	14°C

Heating Breakdown

Should the heating system break down, the landlord must respect his obligations

under the law by taking immediate corrective steps so that the tenant does not suffer any prejudice and that the building is not damaged.

If the landlord is unable to restore heating rapidly, he should supply emergency services (e.g. electric heaters). Where heating problems are concerned, even a 24-hour delay can be unacceptable and temporary rehousing of occupants may in fact be required.

If a heating breakdown occurs during winter, the tenant must inform this landlord. If the landlord doesn't take action or cannot be reached, the tenant may, whichever the case may be, repair the heating system or fill the fuel reservoir because this is an **urgent situation** and the repair or expense is **necessary** in order to ensure the **preservation or enjoyment** of the dwelling.

Of course, the landlord can always step in to finish the job. And the tenant is entitled to be reimbursed for the reasonable expenses incurred. If need be, he can retain this amount from his rent.

Recourse

You have informed the landlord of your heating problem but he still hasn't done anything to correct the situation which is not urgent but that you consider unacceptable.

Ask the Régie about what type of recourse you might have.

If you are a sub-tenant, you must inform the tenant of the apartment of your problem and, if he doesn't act, you can exercise, in his place, the rights and recourses he could enforce against the landlord so that the landlord may perform his obligations.

Fees

The Régie du logement charges a fee (determined by regulation) when you file an application. This fee is not refundable by the Régie, even if an application has been withdrawn or an agreement has been reached before a hearing.

Anyone who proves that he receives financial support under the *Income Security Act* need not pay this fee.

In his decision, a commissioner may order the defendant party to refund the fee to the other party in whole or in part.

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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