



# The Tenant and Urgent and Necessary Repairs

You as the tenant, may carry out a repair or incur an expense that is urgent and necessary if the landlord **neglects** to do so.

## When can you do this ?

When there is a serious defect or breakage which affects the preservation or the use of the dwelling or the building :

- major leaks of the pipes or roof ;
- faulty wiring ;
- blocked sewer pipes ;
- rotten stairs or balconies that give way ;
- furnace breakdowns during the winter ;
- defects in locks on access doors to the dwelling.

Also, if the landlord refuses or neglects to have the oil tank filled with heating oil in the winter you may ask a specialized company to deliver the oil.

## An Exceptional Measure

In the above-mentioned urgent situations you should be aware that even though the law allows you to carry out the necessary repairs or incur an expense, this is an exceptional measure to be exercised with **great caution** and in **good faith**. You must give an account to the landlord.

## How to Go About It

**Before** undertaking urgent work or incurring an expense you have the **obligation** of doing everything possible to

get in touch with the landlord or his usual representative. It is important to make a note of the dates and times of your calls as well as the name of the person to whom you have spoken. Keep a copy of any written notice that you send to the landlord.

**After** you have informed or tried to inform your landlord and he does not act in due course or if it is impossible to reach him, you can call a qualified person such as a plumber, electrician, carpenter, etc. to carry out the urgent repair. However,

- you must limit yourself to the **essential** work
- you must also keep the cost to a **minimum**..... as though you were repairing your personal belongings.

## A Temporary Solution

You cannot order an entire new set of pipes, a new heating system or a completely new roof. What is important at this stage is sealing the leak in the pipes, repairing only the part of the roof that is leaking or getting the heat back on. Please note that the landlord may intervene at any time to continue the work that you have begun.

## And the Expenses ?

The landlord has to reimburse you for the **reasonable** expenses that you are claiming. You must give him the bills, receipts and other supporting documents. If you have repaired movable property, like a refrigerator, you must return the

### 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.

parts that have been replaced to the landlord. You have the right to withhold the amount you have spent on the urgent and necessary repairs from the **future** rent, without authorization from the Régie, if he refuses to reimburse you.

Remember also, that, according to the law, you must advise the landlord as soon as you are aware of a serious defect or deterioration whether the situation is urgent or not.

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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