



ENGLISH, LANGUAGE OF
INSTRUCTION
SECONDARY CYCLE ONE

*Rights and
Responsibilities*
(ENG 2102-4)

TENANTS'
RIGHTS AND
RESPONSIBILITIES

RIGHTS AND RESPONSIBILITIES
LEARNER'S ACTIVITY BOOKLET

ENGLISH MONTREAL
SCHOOL BOARD

IMPORTANT NOTICE

The writers of this LAB are English specialists, not legal experts. The purpose of the LAB is to help the user read and understand written material that happens to be about the law. Nothing in the LAB should be interpreted as giving a legal opinion or advice. Learners who wish to obtain a legal opinion or advice on a particular situation should consult an expert, a lawyer, or a notary.

LEARNER'S NAME: _____

DATE: _____

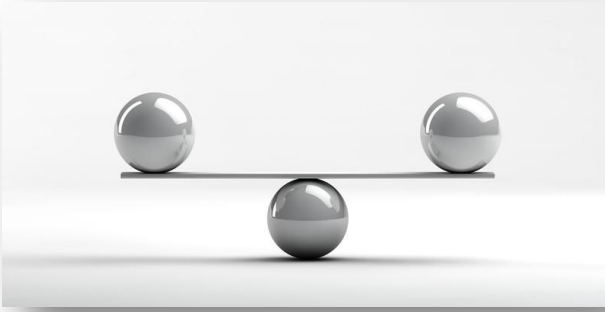
ADULT CENTRE: _____

This LAB was created by
Denise Morel and Marisa Campanella
on behalf of
Cosmo Della Rocca,
Director of Adult Education and Vocational Services, EMSB

CONTENTS

DESCRIPTION	1
INTRODUCTION	2
Activity 1: Signing a Lease	3
• Looking Back	8
Activity 2: Finding Out About Your Rights and Obligations	9
• Looking Back	23
Activity 3: Writing a Demand Letter	24
• Looking Back	36
APPENDIX 1	38
APPENDIX 2	39
IMAGE CREDITS	40

N.B. For the sake of simplicity and ease of reading, the noun “landlord” and the pronoun “he” have been used to replace the more cumbersome phrases “landlord or landlady” and “he or she”.



TENANTS' RIGHTS AND RESPONSIBILITIES

DESCRIPTION

The goal of the course *Rights and Responsibilities* is to provide you with the tools and resources you need to

become informed about your legal rights and responsibilities in all the different roles you exercise in your daily life:

ROLES	EXAMPLES OF LEGAL ISSUES
<ul style="list-style-type: none"> • as a citizen 	<ul style="list-style-type: none"> [- discrimination - language rights
<ul style="list-style-type: none"> • as a parent 	<ul style="list-style-type: none"> [- adoption - child custody in cases of divorce
<ul style="list-style-type: none"> • as a spouse/partner 	<ul style="list-style-type: none"> [- marriage contracts - separation/divorce
<ul style="list-style-type: none"> • as a worker 	<ul style="list-style-type: none"> [- minimum wage - dismissal/layoff
<ul style="list-style-type: none"> • as a consumer 	<ul style="list-style-type: none"> [- obtaining refunds - credit card debt
<ul style="list-style-type: none"> • as a patient 	<ul style="list-style-type: none"> [- access to medical records - health insurance
<ul style="list-style-type: none"> • as a senior citizen 	<ul style="list-style-type: none"> [- rights of an incapacitated person - seniors' housing/residences
<ul style="list-style-type: none"> • as a tenant 	<ul style="list-style-type: none"> [- the lease - rent increases

In this LAB, you will be focusing on your rights and responsibilities as a tenant. You will be presented with some typical problems and issues that arise between tenants and landlords (or between one tenant and another), and then conducting research on the Internet in order to become more informed about the legal rights and obligations of both parties. As a result, you will be more confident as a tenant and better equipped to deal with any problems that may arise. In the process of carrying out the activities in this LAB, you will refine your reading, writing and research skills and become familiar with some of the important legal terminology associated with tenants' and landlords' rights and responsibilities.

INTRODUCTION TO THE LAB



In this LAB, you will be conducting a lot of research on the Internet to find answers to questions you have about your rights and responsibilities as a tenant (and the complementary rights and responsibilities of a landlord). This means that you will need to have access to a computer with an Internet connection.

In Québec, the rights and responsibilities of tenants are defined in the Civil Code of Québec, which is a general law stipulating the rules that govern life in society – the relationships among citizens and between people and property. The government has set up a tribunal* – The *Régie du logement* (rental board) – to supervise the rental market, ensure the proper application of the law, inform citizens of their rights and obligations, and make decisions in cases of dispute.

Since you will be researching legal issues, you will be encountering some legal terminology, terminology that you don't normally encounter in everyday life. Some people are intimidated** by legal terminology and believe that they will never be able to understand the law. However, aside from the terminology, laws and regulations are not especially difficult: they simply state what you are *permitted* to do, what you are *not permitted* to do, and what you are *obligated* to do. In this LAB, you will become familiar with some of this terminology, which will be explained as you go along. In addition, a glossary of legal terminology related to tenants' rights and responsibilities is provided in Appendix 2 at the end.



***Tribunal**: **tri-bu-nal**. *Plural tri-bu-nals*. Noun [count]: court; a group of people appointed to give judgment, *especially* on official decisions



****Intimidated**: **in-tim-i-date**. Verb (t.) **intimidated**, **intimidating**: to be intimidated by something means to be afraid of it or to feel threatened by it



ACTIVITY 1 SIGNING A LEASE

Step 1: Examining the lease

Once you have found an available apartment that meets your needs and is within your budget, you must sign a *lease* with the owner. A lease is a legally binding contract or agreement between you and the owner that spells out the terms and conditions of the rental. In legal terminology, the owner is referred to as the *lessor* or the *landlord*. On the lease, the person who wishes to rent the apartment is called the *lessee*; when the lessee has actually moved into the apartment, he or she is referred to as the *tenant* (a tenant is a person who occupies a rented property, so technically speaking, the lessee only becomes a tenant once he/she moves in).

In order to reduce conflicts over lease agreements, the Régie du logement has created a standard lease that everyone in Québec must use when renting an apartment or a duplex. Both French and English versions of the lease are available; however, the lease must be completed in French unless *both* parties (the lessor and the lessee) agree to an English lease. Since this is an English course, you will be working with the English version, but both versions are identical in terms of content. You can obtain copies of the lease (in either French or English) at the offices of the Régie du logement and in most Québec bookstores.



Your teacher will provide you with a copy of the English version of the lease to allow you to complete the activity. However, this copy cannot be used as an official lease, but it is identical to the one you can obtain from the Régie. (Please see last page for Conditions of Use.)



Begin by looking over the lease agreement (pp. 1-3) to get an overview. (You can ignore the reverse pages of the lease, which contain references to details of the civil code in complex legal language.)

You will notice that the lease is divided into 9 sections, labeled A – I. In each section, the landlord, with the lessee, has to fill in certain information. Take a look at the title and contents of each section and answer the questions in the worksheet on the next page.

WORKSHEET 1: THE RÉGIE DU LOGEMENT LEASE

NOTE: The questions are not in the same order as the sections of the lease.

TYPE OF INFORMATION Which section of the lease is reserved for ...	SECTION (A, B, C, etc.)
1. Information about parking spaces?	_____
2. The dates of the beginning and end of the lease?	_____
3. Information about whether there is a janitor for the building?	_____
4. Information about whether you can keep a pet in your apartment?	_____
5. The amount of the rent?	_____
6. Contact information (name, address, telephone number) of the lessor and the lessee?	_____
7. Information about who is responsible for paying the heating and electricity bills?	_____
8. Information about whether the apartment is equipped with a fridge and stove?	_____
9. Information about when the rent is normally due?	_____
10. The signatures of the two parties (landlord and lessee)?	_____
11. Information about repairs or renovations that the landlord has agreed to do?	_____
12. Information about the availability of a laundry room in the building?	_____
13. The rent paid by the previous tenant?	_____
14. Information about whether the apartment is furnished (e.g. tables and chairs, couch, beds, dressers, etc.) or unfurnished?	_____
15. Information about who is responsible for snow removal?	_____
16. The due date of the first rent payment?	_____
17. Adding (in writing) additional services or conditions that are not mentioned in the standard lease but that the two parties have agreed upon?	_____

FOUR COMPLEX SECTIONS OF THE LEASE THAT REQUIRE ADDITIONAL EXPLANATION

★ **Section E**, first part (p. 2): *By-laws of the immovable**

If an apartment building is owned by a corporation, the corporation may have certain rules and regulations that must be observed by all the tenants. These rules and regulations are called *by-laws*. Their purpose is to ensure the enjoyment, use, and proper maintenance of the property for all tenants in the building. They may pertain to things such as animals, renovations to the apartment, garbage disposal, use of the hallways and entrance, damages incurred by the tenant, changing the door locks, etc.

This part of the lease states that, if the building has by-laws, the landlord must provide the lessee with a copy of them. They are considered to be part of the lease agreement.

★ **Section F**: *Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement*

In most cases, if a tenant refuses a rent increase, the landlord can apply to the Régie to fix the rent** . Section F simply states that the Régie will only intervene to fix the rent if the building (the “immovable”) is more than five years old. If the building is five years old or less, the tenant must either accept the rent increase or leave the apartment at the end of the lease. This restriction applies in Section G as well (see below).

★ **Section G**: *Notice to a new lessee or sublessee*

Section G states that the landlord must inform the lessee of the lowest rent paid for the apartment during the previous 12 months. However, this rule does not apply if the building is five years old or less.

★ **Section I**: *Notice of family residence*

This section is for tenants who are married or in a civil union*** and are using the apartment as the family residence. It states that one of the spouses**** may not terminate the lease or sublet the apartment without the written consent of the other spouse.



* **Immovable**: **im-mov-a-ble**. *Plural im-mov-a-bles*. Noun [count]: property (such as a building) that has a fixed location and cannot be moved or transferred to another place



** **Fix the rent** (verb phrase): adjust and determine the rent payable on the basis of the income and expenses of the building



*** **Civil union** (noun phrase): a legally recognized partnership, parallel to marriage (e.g. same-sex partnerships)



**** **Spouse**: **spouse**. *Plural spouses*. Noun [count]: a legal term referring to a partner in a marriage or civil union

Step 2: Filling out a standard lease



Now that you understand how information is organized in a lease, you are in a good position to fill out a lease with a landlord. You will do this in a role-play with a partner in your class. One of you will play the role of the landlord and the other will be the prospective tenant.

The situation

Louise presently lives in Montreal, but she recently obtained a job in Sherbrooke, Québec. She went down to Sherbrooke to look for a place to live and found an affordable apartment that meets her needs. She will be signing the lease tomorrow. She is very excited and has written an e-mail to her best friend in Montreal, telling her all about her good luck.

INSTRUCTIONS

1. Read the e-mail on the next page, from Louise to her best friend, Maria. It describes an apartment that Louise has just found.
2. Find a partner and choose who will be the tenant and who will be the landlord.
3. On the basis of the information provided in the e-mail, fill out a copy of the standard lease, produced by the Régie du logement, for Louise and her landlord.
4. Don't forget to include any special arrangements (reported in the e-mail) made between Louise and the landlord.

You will also need the following contact information for Louise and the landlord:

- Louise Smith (lessee), 2021 Argyle St., Montreal, QC, H2L 3V1, 514-001-9000
- John Owens (lessor), 5000 Newcastle Rd., Sherbrooke, QC, J1H 0S0, 819-555-0000

The e-mail

FROM:	Louise Smith
SUBJECT:	My new apartment!
DATE:	May 5, 2014 11:45:09 AM EST
TO:	Maria Jones

Hi Maria,

Wait till I tell you the good news! I found a great apartment in a nice neighborhood, just a short bus ride to work (which is good since I don't have a car). It's in an old three-storey building, but the building is in good shape and has a janitor to keep the building and grounds clean and make any necessary repairs. My apartment's on the top floor. It has a living room, bedroom, and a large kitchen, with a balcony off the living room. Just perfect for a single person! The apartment is not furnished, except for a fridge and stove. The stove there now is broken, but the landlord promised to replace it before I move in. The walls need to be repainted; they're pretty dirty and the ceiling paint is peeling in places. However, the landlord said he would take care of the painting as long as I pay for the paint. He will have time to do it before I move in on July 1st, since the present tenants are moving out the previous week.

Other perks: There's a laundry room in the basement so I won't have to go to a laundromat every week! Also, tenants are allowed to have pets (as long as they don't disturb the other tenants), so I'll be able to take Muffy.

And here's the really good news: the rent is only \$600, heating, hot water, and taxes included! I will only have to pay for my electricity.

So that's the news! I'll be signing the lease tomorrow and paying for the first month's rent at the same time. I'm so excited!

See you soon,

Louise

PS: This will be my new address as of July 1st. Better write it down in your address book!

2424 Residence Place, Apt. 7
Sherbrooke, QC, J2E 1K9

LOOKING BACK

Think back about what you have learned from doing the first activity in this LAB. For each of the following statements, indicate whether it is *true* for you (T) or whether you need to *review* the material (R).

My Learning	T	R
I understand what a lease is.		
I know what the role of the Régie du logement is.		
I can use a variety of reading strategies (surveying titles, attending to key words, skimming, scanning, etc.) to identify the different sections of a lease and the type of information each section contains, and to find specific details.		
I am familiar with the legal terminology used in a lease (e.g. <i>lessor</i> , <i>lessee</i> , <i>immovable</i> , etc.)		
I can fill out a lease correctly, including any special arrangements that the landlord and I have agreed upon.		



For areas that need to be reviewed, you can re-read the material, ask a classmate for help or speak to the teacher if there is something you don't understand.



ACTIVITY 2

FINDING OUT ABOUT YOUR RIGHTS AND OBLIGATIONS

Even though you have signed a lease that meets your basic requirements, this does not guarantee that everything will run smoothly once you move in. Conflicts and disagreements between tenants and landlords, or between one tenant and another, are not uncommon, so it is important to be informed about your legal rights. Does this mean you need to consult a lawyer every time a problem arises? Except in complicated and serious situations, the answer is “No”. You can call the Régie for information and advice. You can also find out most of the information you need on your own by doing some research on the Internet.

In this activity, you will be presented with several common problems that arise between tenants or between a tenant and a landlord. In these situations, you may not know what your rights and obligations are, and what the landlord’s rights and obligations are. Some of them are identified in the lease and all you will need to do is re-read the lease to find the answer. In other cases, you will have to investigate further into the law.

You will begin by examining some of the common problems and questions that tenants have and trying to answer them on the basis of what you already know or believe. You will then conduct further research to verify or modify your original intuitions and to obtain accurate information about the issues concerned.

Step 1: Explore some common problems and issues

You can do the following exercise in a small group with two or three of your classmates.

Simulation

You have discovered a discussion forum for tenants on the Internet, where tenants can post questions about a problem they are having and receive advice from other knowledgeable tenants. You have decided to join the forum and found that there are ten posts that have not yet been answered. Each one describes a different problematic situation and asks a question about a legal right or responsibility.

INSTRUCTIONS

1. Read the 10 posts from tenants asking for advice on various issues.
2. Besides the issues mentioned in these posts, can you think of any others that you (or a friend, or a member of your family) have encountered as a tenant or a landlord and that you would like to research? If so, write a short description of the problem and the question you would like to address, and add it as a post in Situation 11.
3. For each issue, discuss what you *think* the answer is, based on what you already know.

Looking forward...

In Steps 2-3, you will have an opportunity to research the issues in greater depth and verify or modify your opinions according to what you have learned about the law.

In Step 4, it will be your job to respond to the posts on the forum, using the expertise you have gained from your research in Steps 2-3.



TENANTS' FORUM

SITUATION 1

2014-03-08

John M.

I have found the apartment of my dreams, which will become available next month. I would like to rent it. However, I already live in an apartment, and my lease only ends in eight months. Can I end my present lease? I was told that, if I notify my present landlord and give him three months' rent, my lease will be automatically cancelled and I will have no further obligations. Is this true? If not, do I have any other options?

Post Reply

SITUATION 2

2014-03-20

Janine F.

I have a lease on an apartment that states that heating is included in the rent. It's the middle of October and my apartment has been quite cold (16⁰C) for the past several days. I was told that the landlord has to turn on the heat by a specific date, but I am not sure what that date is. Could you please let me know the date on which he is obliged to turn on the heat?

Post Reply

SITUATION 3

2014-04-10

Jennifer H.

I have notified my landlord that I will not be renewing my lease in July. Yesterday morning at 8:00 he showed up, unannounced, with a couple of prospective tenants who wanted to see the apartment. I was still in my pyjamas and the place was a mess. I felt somewhat embarrassed! Is he allowed to do this?

Post Reply

SITUATION 4

2014-05-18

Liz P.

Last year, my friend and I both signed a lease on an apartment (from July 1 - June 30), and we have been splitting the rent 50/50. However, she recently informed me that she will be moving out at the end of March. Is she still responsible for her share of the rent from April to June? She tells me that I should just find another roommate.

Post Reply

SITUATION 5

2014-05-31

Bill T.

Last month, I signed a lease for an apartment and gave the landlord an immediate advance payment for the first month's rent. The landlord had also added a clause to the lease demanding a deposit for the last month's rent to be paid on the day I move in. However, my moving expenses have turned out to be higher than I expected and now it will be difficult for me to come up with the deposit on moving day. If I don't have the deposit, what can the landlord do to me? Since I signed the lease with the added clause, can he prevent me from moving in?

Post Reply

SITUATION 6

2014-06-22

Suzanne B.

The family living upstairs from me has two teenagers, and in the evening the television or stereo is on full blast from about 7:00 p.m. till about midnight or 1:00 in the morning. I have gone upstairs to talk to them, and they agreed to turn down the volume after 11 p.m. but claim that, according to the law, they are entitled to make as much noise as they want before that time. Is this true? Or, is there anything I can do to get them to “tone it down”?

Post Reply

SITUATION 7

2014-07-08

Peter A.

I received a notice from my landlord saying that my rent will increase from \$700 to \$740 when my lease is renewed. That's too much for me! According to the Régie's guidelines, rent increases for this year should be around 1%. Can I refuse the increase? If I refuse the increase, do I have to move out? Or can I assume that the landlord is acting illegally and that I will only have to pay \$707 for the next term?

Post Reply

SITUATION 8

2014-08-12

Robert M.

Our kitchen sink has been clogged for the past four days and is unusable. I have called the landlord several times. Each time, he has a different excuse: he can't find an available plumber, or the plumber is very busy and can't do anything for a few days, etc., etc. With two small children, the situation is very inconvenient for us. I know a plumber who is ready to come right away. If I call this plumber, do I have to pay for the work myself?

Post Reply

SITUATION 9

2014-09-15

Andy B.

I have been living in the same apartment for five years and am very happy there. Recently, I received a notice from the landlord stating that he will be repossessing the apartment when my lease ends in 7 months. He says he needs it for his aunt and uncle, who will be moving from New Jersey to Montreal at that time. I am very discouraged! I love my apartment and don't want to move, and furthermore, moving expenses are very high. Is there anything I can do about this situation?

Post Reply

SITUATION 10

2014-10-26

Frank D.

I have recently been offered a temporary job (6 months' duration) in another country and have decided to accept the offer. I want to keep my apartment here in Montreal (so that I can return to it when the job is over), but I can't afford to pay rent on two places. But I found a solution: one of my friends is willing to sublet my apartment from me while I'm away. I asked the landlord, but he refuses to allow me to sublet the apartment. He hasn't given me a good reason. He just says that I am the only one who signed the lease and therefore I am the only one who can live there; he doesn't want any "strangers" living there. Do I have any legal rights?

Post Reply

Your turn...

Add a post about an issue that you or another member of your group would like to research.

SITUATION 11

Post Reply



Remember to discuss your opinions with the other members of your group.

Step 2: Survey websites to locate relevant information

In this step, you will survey two websites in order to become familiar with how they are organized. This will help you to identify where specific information is located and will facilitate your research when it comes time to address the issues in the posts (Steps 3-4). The two sites that are especially useful when you are looking for legal information on issues related to tenancy* are:

- The Régie du logement: <http://www.rdl.gouv.qc.ca/en/accueil/accueil.asp>
- The *Éducaloi* website, in the section on “Housing and Property”: <http://www.educaloi.qc.ca/en/categories/housing-and-property>



Tenancy*: **ten-an-cy. *Plural ten-an-cies*. Noun [count]: the state of being a tenant, that is, of living in another person’s property in exchange for rent



1. Visit the Régie du logement website at the following address: <http://www.rdl.gouv.qc.ca/en/accueil/accueil.asp>. This is the home page. Since you will be looking for information, there are two links on that page that will probably be helpful. Can you find them? One is entitled “Information leaflets”; the other is entitled “FAQs” (**F**requently **A**sksed **Q**uestions).
 - Click the link to the information leaflets. You will see a list of topics that are covered by the leaflets, such as paying the rent, renewing a lease, heating problems, etc.
 - Now, click the link to the FAQs. On the FAQs page, open the drop-down menu of topics. You will see eight topics, such as the lease, repairs, rent increase, etc.
2. Visit the *Éducaloi* website at <http://www.educaloi.qc.ca/en/categories/housing-and-property>. Look at the section of the page entitled “Renting”, and in that section you will see a list of the topics covered, such as leases, paying the rent, heating, pets, etc.
3. Fill out the worksheet on the next page.
 - Review each situation described in the posts (in Step 1).
 - In column 2, write down the issue associated with each situation (choose from the list of issues).
 - In columns 3 and 4, indicate where you might find the pertinent information in each of the websites. (Situation 5 is done for you as an example.)

WORKSHEET 2: LOCATING INFORMATION

List of issues (not in the correct order):

- *Increase in rent*
- *Repossession*
- *Visiting rights*
- *Repairs*
- *Breaking a lease*
- *Co-tenancy*
- *Noise*
- *Subletting*
- *Heating*
- *Advance deposits*

SITUATION	ISSUE (CHOOSE FROM THE LIST ABOVE)	RÉGIE DU LOGEMENT FAQ OR LEAFLET	ÉDUCALOI ARTICLE
1			
2			
3			
4			
5	<i>Advance deposits (other than the first month's rent)</i>	<i>FAQ: The Lease Leaflet: Paying the rent</i>	<i>Paying the rent (Section: "When it comes to paying rent, what is NOT allowed?")</i>

SITUATION	ISSUE (CHOOSE FROM THE LIST ABOVE)	RÉGIE DU LOGEMENT FAQ OR LEAFLET	ÉDUCALOI ARTICLE
6			
7			
8			
9			
10			

You will find the answers to Worksheet # 2 in Appendix 1.

Add any additional issues that you or other members of your group identified.

SITUATION	ISSUE	RÉGIE DU LOGEMENT FAQ or LEAFLET	ÉDUCALOI ARTICLE
11			
12			

Step 3: Research answers to the questions posed in the tenants' forum



If possible, do this step in a small group, so that you will have an opportunity to share and discuss your understanding of the law. Also, if any situation involves a lot of reading, you can divide up the material among the members.

Some issues may take longer to research than others, so you may not have time to cover all of them. You do not have to follow the order in which they are presented: begin with the ones you are most interested in. Together with your teacher, set a time limit and organize how to divide up the work so that all the issues are covered by the class as a whole.

For each issue that you have chosen to research:



1. Read the relevant material (from the Régie and Éducaloi) that you identified in Step 2. Remember to use your scanning strategies and to look for key words: you are looking for an answer to a particular question, so it may not be necessary to read the entire article in detail; you just need to focus on the parts that are relevant to the question.
2. Discuss your interpretation of the material with the other members of your group. Try to reach a consensus on the correct answer to the question.
3. Take brief notes on the answer, so that you can report to the rest of the class. (In Step 4, you will write a formal response to the letter.)
4. Each group should share the results of their research in a whole-class discussion.

When discussing rights and obligations, you need to know how to express the following **notions** correctly in English. Review the table below. All the examples are related to driving rules. In the worksheet on the next two pages, you will have an opportunity to use these expressions to describe tenants' and landlords' rights and obligations.

NOTIONS/EXPRESSIONS	EXAMPLES
<p>PERMISSION</p> <p><i>You are permitted to ...</i> <i>You are allowed to ...</i> <i>You can ...</i> <i>You may ...</i></p>	<ul style="list-style-type: none"> • <i>You are permitted to</i> drive through a yellow light, with caution. • In Québec, <i>you are allowed to</i> use a hands-free cell phone when driving. • In most cities in Canada (except Montreal), <i>you can</i> make a right turn on a red light. • <i>You may</i> eat or drink (non-alcoholic beverages) while driving, but it is not advisable.
<p>PROHIBITION</p> <p><i>You are not permitted to ...</i> <i>You are not allowed to ...</i> <i>It is forbidden to ...</i> <i>You cannot/can't ...</i> <i>You may not ...</i> <i>You must not/mustn't ...</i></p>	<ul style="list-style-type: none"> • In Québec, <i>you are not permitted to</i> use a radar detection device when driving. • In Québec, <i>you are not allowed to</i> use a hand-held cell phone while driving. • <i>It is forbidden to</i> drive a car without a valid driver's licence. • In Montreal, <i>you cannot</i> make a right turn on a red light. • If you only have a learner's licence, <i>you may not</i> drive a car unaccompanied. • A driver <i>must not</i> send or read text messages.
<p>OBLIGATION</p> <p><i>You are obliged to ...</i> <i>It is compulsory to ...</i> <i>You have to ...</i> <i>You must ...</i></p>	<ul style="list-style-type: none"> • <i>You are obliged to</i> come to a full stop at a stop sign. • <i>It is compulsory to</i> wear a seat belt when driving. • <i>You have to</i> be at least 16 years old to obtain a learner's driving licence in Québec. • <i>You must</i> have a valid driving licence in order to drive.
<p>NO OBLIGATION</p> <p><i>You are not obliged to ...</i> <i>You do not/don't have to ...</i></p>	<ul style="list-style-type: none"> • <i>You are not obliged to</i> use a child safety seat with children over 36 kg or eight years old. • <i>You don't have to</i> carry an emergency kit in your car, but it is recommended. • In Québec, cyclists <i>do not have to</i> wear helmets.

WORKSHEET 3: TENANTS' AND LANDLORDS' RIGHTS AND RESPONSIBILITIES

On the basis of what you learned from your research, add some examples in the table below of what tenants and landlords are (a) permitted to do, (b) forbidden to do, (c) obligated to do, and (d) not obligated to do.

	TENANTS	LANDLORDS
(a) PERMISSION	<ul style="list-style-type: none"> • A tenant may refuse a rent increase by notifying the landlord of his refusal within a certain time limit. • 	<ul style="list-style-type: none"> • A landlord may ask a new tenant for the first month's rent in advance. •
(b) PROHIBITION	<ul style="list-style-type: none"> • A tenant may not make major changes to the physical layout of the apartment without the landlord's permission. • 	<ul style="list-style-type: none"> • A landlord cannot ask a new tenant for a deposit in addition to the first month's rent. •

	TENANTS	LANDLORDS
(c) OBLIGATION	<ul style="list-style-type: none"> • A tenant must pay the rent on the date required by the lease. • 	<ul style="list-style-type: none"> • A landlord must inform a new tenant of the rent paid by the previous tenant. •
(d) NO OBLIGATION	<ul style="list-style-type: none"> • A new tenant does not have to give the landlord a deposit (e.g. for keys, for the last month's rent), even if it is in the lease. • 	<ul style="list-style-type: none"> • A landlord does not have to inform a new tenant of the rent paid by the previous tenant if the apartment building is less than 5 years old. •

Step 4: Respond to the posts in the tenants' forum

Now that you have completed your research and found answers to some of the questions posted in the tenants' forum, you can reply to the posts.

Your teacher will help you to get organized for this part of the activity.



1. Individually, choose two or three posts that you would like to respond to. (Do not choose Situation 5, since the response is provided as a model below.)
2. For each post chosen, write a short but precise reply to the question posed by the writer. Consult the model response below. Remember to use appropriate expressions of permission, prohibition, obligation, and no obligation in formulating your answers. These will be your first drafts (see the next page).
3. When you have finished each reply, get together with the other classmates who have responded to the same post and compare your replies.
4. Give and receive feedback on the different replies:
 - Is the content correct, according to what you have learned in your research?
 - Is the answer clear and easy to understand?
 - Are the grammar and spelling accurate?
5. Together, write a final reply, using the best elements from the first drafts (see the page after next).
6. When all final replies are finished, share them with the whole class.

Model response to Situation 5 (Deposit for last month's rent):



Notice the expressions of permission, prohibition and no obligation, underlined below.)

Jonathan90, 2014-06-10

@Bill T. You do not have to pay the deposit even if you signed a lease with an added clause about a deposit. Legally, the landlord can ask for an advance payment of the first month's rent, but he may not demand any additional deposit (see Section D of your lease). Therefore, any statement in the lease about an additional deposit is invalid, and you do not have to follow it. The landlord cannot prevent you from moving in.

FIRST DRAFTS

My response to Situation _____

My response to Situation _____

FINAL (REVISED) REPLIES

Reply to Situation _____

Reply to Situation _____

LOOKING BACK

Think back about what you have learned from doing the second activity in this LAB. For each of the following statements, indicate whether it is *true* for you (T) or whether you need to *review* the material (R).

<i>My Learning</i>	T	R
I can identify common problems and issues that arise between a tenant and a landlord or between tenants.		
I can read posts on a tenants' forum and identify the different issues that they address.		
I can survey websites and understand how information is organized.		
I can use titles of articles or topics to locate information pertinent to a particular issue.		
I can read articles from the Régie and Éducaloi websites to find answers to common questions about rights and obligations of tenants and landlords.		
I can discuss interpretations of legal information.		
I can identify different ways of expressing permission, prohibition, obligation and no obligation in English.		
I can use expressions of permission, prohibition, obligation and no obligation to discuss tenants' and landlords' rights and obligations.		
I can write a response to a tenant's question posted on a forum, using the knowledge I acquired from my research.		



For areas that need to be reviewed, you can re-read the material, ask a classmate for help or speak to the teacher if there is something you don't understand.



ACTIVITY 3

WRITING A DEMAND LETTER

Step 1: What do you know about demand letters?

Read and discuss these points:

- *Why send a demand letter?*

What do you do if you have a problem like the ones you read about in the previous activity? The first step, of course, is to find out about your legal rights and obligations as a tenant, as well as the corresponding rights and obligations of the landlord. If both parties are aware of the law, the problem can often be settled verbally. However, disagreements and conflicts, whether between a tenant and a landlord or between two tenants, are not always that easy to resolve; sometimes they persist or even escalate. Sometimes one party chooses to ignore the law; sometimes the rights of one party seem to conflict with the rights of the other party and neither one is willing to compromise.

If a conflict cannot be resolved, the final recourse is to file an application for a hearing* with the Régie. The Régie will then listen to both sides, review the evidence submitted, and make a judgment.

However, before taking legal action, it is best to try and resolve the issue on your own. If you have not been able to reach an agreement verbally, the next thing you can do is to send a demand letter** to the other party. Sending a demand letter means that you are giving the person one last chance to settle the issue before you file an application with the Régie. This is often an effective strategy. People often ignore verbal demands because they don't take them seriously and believe that the other person will eventually give up. But if they receive a formal, written notice that threatens legal action, they usually snap to attention. They think about the time and energy it will take to defend their case in front of a tribunal and the fact that they may not win. A demand letter can encourage the other person to resolve the problem without having to appear in front of a tribunal.



**Hearing. hear-ing. Plural hear-ings.* Noun [count]: a legal proceeding before a court or tribunal (e.g. a rental board) to settle an issue, where evidence is presented by both parties and a judgment is reached



***Demand letter* (noun phrase): a formal written notice in which the writer makes a legal claim and demands restitution (reimbursement for damages) or the performance of an obligation from the recipient

- *What should a demand letter contain?*

Watch the two-minute video from Éducaloi. Your teacher will show it to you, or you can access it yourself from the Éducaloi website at:

<http://www.educaloi.qc.ca/en/capsules/demand-letters>.

It explains what a demand letter is and what it should contain, using the example of someone who is bitten by a neighbor’s dog. Listen to the video and identify the kinds of information that a demand letter should contain. Of course, certain parts of a formal letter are standard:

1. The date
2. The name and address of the person you are sending it to
3. Your signature
4. Your contact information

However, the body of the letter (the specific content) varies according to the type of letter. As you listen to the video, identify the four kinds of information that must be included in the body of a demand letter:

5. _____
6. _____
7. _____
8. _____

In the case of a tenant-landlord dispute, of course, item 8 needs to be slightly modified. You are not threatening to sue* anyone: the term “sue” is used when there is a trial and a judge in a court of law. Rather, you are threatening to submit the issue to the Régie. The Régie is a tribunal, which is less formal, less expensive, and faster than a court.



Sue*: **sue. Verb (t.) **sued, suing**: to take someone who has caused you damage to court in the hope that the court will force that person to compensate you for the damage

Study the sample demand letter on the next page. It is based on the situation described in the video. You can use it as a model when it comes to writing your own demand letter.

EXAMPLE

Sender's return address	5555 Local Rd. Montréal, Québec X3X 0Y0
Date	Aug. 12, 2014
Recipient's name and address	Ms. Marlene Jones 300 Western Blvd. Montreal, Québec X1X 1Y1
Salutation	Dear Ms. Jones:
Body/message	
- Opening paragraph	I am writing in regard to the incident that occurred on Thursday morning, June 26, 2014, at the park on the corner of Local Rd. and Western Blvd., involving your dog.
- Summary of facts	At that time, I was walking through the park on my way to work when your dog, which was not on a leash, ran up and bit my toe. Because your dog is large, the bite drew a lot of blood and caused considerable pain. Consequently, I was forced to take a taxi to the hospital, where I received stitches and a rabies shot. After several hours, I was sent home with a prescription for antibiotics and painkillers. As a result, I was unable to go to work that day and also the following day, since I was still in considerable pain and the pain medication made me drowsy. On the following Monday, I went to see you and requested compensation for the damages caused by your dog, but you refused, saying that "accidents happen."
- What the sender is asking for	I hereby demand that you reimburse me for the following damages: <ul style="list-style-type: none">• Two days of lost salary: \$550• Medications (not covered by my health insurance): \$100• Taxis: \$50
- Time limit and what the sender will do	I have receipts and a copy of my pay stub to substantiate my claim. I ask that you pay me the total amount of \$750 by Aug. 26, 2014. If you do not pay me this amount by the deadline, I will be forced to take legal action against you to recover the debt. Legal costs and interest may be added to the debt.
Closing and signature	Sincerely, <i>Mary Clark</i> Mary Clark

Step 2: Choose a situation that calls for a demand letter

There are many situations that may call for a demand letter because a verbal agreement or compromise has not been reached. For example:

1. You recently moved in and found that the apartment is not in good shape. There's no hot water, the bathtub is leaking, the oven doesn't work, etc. You called and spoke to the landlord several times, but it has been four days and nothing has been done.
2. In your lease, the cost of heating is included in your rent. However, the landlord keeps the heat at an uncomfortably low temperature, never more than 18°C. Your elderly mother lives with you and you are afraid she will catch pneumonia. You've already complained to the landlord, and he turns up the heat for a couple of days, and then it returns to the usual low temperature.
3. You are moving out of your apartment in three months, and the landlord is bringing people by to see the apartment. The problem is he never warns you ahead of time. Sometimes he even shows up with visitors at 7:00 a.m., when you are still asleep. He tells you he can't control when people come by to see the apartment.
4. Your upstairs neighbors are making life miserable for you: playing loud music, fighting and screaming, children running in the hallway, etc. You've spoken to them, but they acted in a hostile manner; you've also complained to the landlord several times and asked him to intervene, but nothing has changed.
5. The other day, you slipped and fell on the icy walkway leading up to the apartment building. You suffered several injuries which required a trip to the hospital, and you had to take several days off work. The landlord is responsible for snow clearance in the front of the building as well as in the parking lot. You've asked him to compensate you for the damages, but he refuses.
6. A situation from your personal experience: _____



Choose one of these situations as the context for writing a demand letter to a landlord.

SITUATION (write the number of the situation you have chosen): _____



Step 3: Brainstorm some ideas for your demand letter

Before you start to compose your demand letter, you need to brainstorm ideas of what to include in your summary of facts. If you chose #6 (an example from your personal experience), list some of the details of that experience: dates, sequence of events (what happened first, second, third, etc.), the negative consequences you suffered, and so on. If you chose one of the first five situations, the short description of the problem is not sufficient; you will have to use your imagination to invent more details for your “summary of facts”.

Since these are just rough notes to use later when you compose your letter, you only need to make a list of the facts and the dates. Don’t worry about writing complete sentences or using correct punctuation.

WORKSHEET 4: LIST OF FACTS

Step 4: Compose a first draft of each section of your demand letter

Follow the guidelines below to write a first draft of the different sections of your demand letter.

DEMAND LETTER GUIDELINES

YOUR RETURN ADDRESS

At the top of the letter, on the left-hand side, write your return address on three separate lines:

Street address

City (and province)

Country and postal code

You do not need to write your name here, since it will appear under your signature.

Don't forget to capitalize the names of the street, city and country.

Don't use any punctuation (e.g. a comma) at the end of the lines.

THE DATE

Skip a line after your mailing address and write the date.

THE RECIPIENT'S NAME AND MAILING ADDRESS ("INSIDE ADDRESS")

Skip a line after the date and write the name and full address of the landlord.

SALUTATION

Skip a few lines after the recipient's name and address and write the salutation. The salutation begins with "Dear", followed by *Mr.*, *Mrs.*, or *Ms.*, followed by the person's (landlord's) last name, followed by a colon. For example:

- *Dear Ms. Jones:*
- *Dear Mr. Jones:*

✦ BODY/MESSAGE

➤ Opening paragraph

The opening paragraph introduces the topic or purpose of your letter. Here are some examples of ways to begin the paragraph:

- *I am writing in regard to ...*
- *I am writing to inform you ...*
- *I am writing to request immediate action regarding ...*
- *The present letter concerns ...*
- *The purpose of this letter is to ...*
- *With reference to our telephone conversation two days ago, I am writing ...*

Then state the issue briefly and concisely. The opening paragraph should be between one and three sentences.

Write a first draft of your opening paragraph in the space provided below.

OPENING PARAGRAPH

➤ Summary of facts

Refer to your list of facts (Worksheet 4). Organize the facts in a coherent paragraph that records the chain of events* in chronological order** starting with the earliest event and following the order in which they occurred.



**Chain of events* (noun phrase): an expression referring to a series of events that follow in succession, with each event causing or influencing the next one



***Chronological order*: an arrangement of events *in time*, starting with the earliest event and following the order in which they occurred

Use **transitional expressions** to link the sentences together.

Transitional expressions serve to link sentences together to indicate how they are related. The sentences in your summary of facts will probably be related in two ways: according to *time* (chronological order) and according to *cause and effect*. Here are some examples:

EXAMPLES

EXPRESSIONS OF TIME

- *First, ...; Second, ...; Third, ...*
- *Next, ...*
- *Then, ...*
- *Finally, ...*
- *Later, ...*
- *Afterwards, ...*
- *At the same time, ...*

EXPRESSIONS OF CAUSE AND EFFECT

- *Therefore, ...*
- *Thus, ...*
- *As a result, ...*
- *Accordingly,*
- *Because ...*
- *Hence, ...*
- *Consequently, ...*

Review the summary of facts in the sample demand letter (from Mary Clark) that you read earlier. Use the table below to identify the transitional expressions.

TRANSITIONAL EXPRESSIONS IN THE SAMPLE DEMAND LETTER

EXPRESSIONS OF TIME	EXPRESSIONS OF CAUSE AND EFFECT

Now, write your summary of facts in the space provided below.

SUMMARY OF FACTS

The next three topics can be combined into a single paragraph, or if they are longer, you can divide them into separate paragraphs.

➤ **What you are demanding**

Here you state what you expect the landlord to do. For example:

- Make the necessary repairs
- Adjust the heating to a comfortable level
- Reimburse you for expenses
- Intervene with the noisy neighbors
- Repair or replace the broken appliance

A good way to express a demand in a formal context is:

- *I hereby demand that ...*

➤ **The time limit**

Tell the landlord how much time you are giving him to take the necessary actions. You must give him a *reasonable* deadline that takes into account the specific circumstances of the situation and the amount of time needed to resolve it.

➤ **What you plan to do if the landlord fails to fulfill your demand within the time limit**

If an issue between a tenant and a landlord cannot be resolved by the two parties concerned, then the next step is to apply to the Régie for a hearing and a judgment. The process is long and complicated and could be expensive, so the landlord will want to avoid it, unless he is convinced that you are completely in the wrong. But if you know about your rights and obligations, as well as the landlord's rights and obligations, the chances are that your demands are reasonable.

Tell the landlord that, if the issue is not resolved (within the given time limit), you will have to file a claim with the Régie du Logement.

Use the space provided on the next page to write the paragraph(s) on your demands, the time limit, and what you intend to do if the landlord fails to meet your demands.

CLOSING AND SIGNATURE

Any of the following expressions may be used to close a formal letter:

- *Sincerely,*
- *Respectfully,*
- *Yours truly,*
- *Cordially,*

After the closing, leave enough space (several lines) for your signature, and then type your name in full.

DEMANDS, TIME LIMIT, AND PLANS

Step 5: Revise your demand letter

Use your computer to type up the different sections of your demand letter and organize them into a single, coherent letter, with a return address, date, inside address, salutation, body and closing. Save it as a Word document or other word processing file.



Since this is a formal business letter, it is important for your cover letter to be error-free. Read it over carefully and try to make sure that there are no typographical, spelling, grammar, or punctuation errors. Share it with a classmate and ask for their feedback both on the content and the form (language).

Use the checklist on the next page to guide the revision process.

DEMAND LETTER CHECKLIST

- Did you include your return address with correct capitalization and punctuation?
- Is the date included?
- Did you include an inside address (the recipient's name and full address)?
- Did you use a polite form of address in the salutation (*Dear Mr./Mrs./Ms. + last name*), followed by a colon (:)?
- Does the opening paragraph clearly and briefly state the topic or purpose of the letter?
- Is the summary of facts presented in a clear chronological order?
- Did you mention specific dates (when possible) in your summary of facts?
- Did you use transitional expressions (of time or cause-and-effect) to link the sentences in your summary of facts?
- Did you state clearly what you expect the landlord to do in order to respond to your demand?
- Did you specify a date by which you expect the landlord to resolve the problem?
- Have you given him/her a reasonable amount of time (given the circumstances) to take action?
- Did you state what you intend to do if the landlord fails to take action (namely, file a claim with the Régie)?
- Did you use an appropriate (formal) closing expression, with proper capitalization, followed by a comma (,)?
- Did you sign the letter?
- Is the body of your letter written in complete sentences?
- Is your letter free of typographical, spelling, grammar and punctuation errors?

LOOKING BACK

Think back about what you have learned from doing the third activity in this LAB. For each of the following statements, indicate whether it is *true* for you (T) or whether you need to *review* the material (R).

My Learning	T	R
I know what a demand letter is.		
I understand what the purpose of sending a demand letter is.		
I can identify the major parts of a demand letter and the kind of information that each part should contain.		
I can write a demand letter for a specific situation.		
I can write the return address, date and inside address of a formal demand letter, using correct spelling, punctuation, and capitalization.		
I can write an appropriate salutation and closing, using correct spelling, punctuation, and capitalization.		
I can write an opening paragraph, clearly and briefly stating the topic or purpose of my demand letter.		
I can write a summary of facts in chronological order.		
I can identify transitional expressions of time and cause-and-effect used in written texts.		
I can use transitional expressions of time and cause-and-effect to link sentences together in my summary of facts.		
I can express my demands, give a time limit, and state what I plan to do in writing.		
I can use polite, formal language in my demand letter.		
I can revise my demand letter, using a demand letter checklist.		



For areas that need to be reviewed, you can re-read the material, ask a classmate for help or speak to the teacher if there is something you don't understand.

ANSWER KEY: WORKSHEET 2

SIT	ISSUE	RÉGIE DU LOGEMENT FAQ OR LEAFLET	ÉDUCALOI ARTICLE
1	Breaking the lease	FAQ: The Lease	A Tenant's Right to End a Lease
2	Heating	FAQ: Heating Leaflet: Heating Problems	Heating and Rental Housing
3	Landlord's visiting rights	FAQ: Visiting the Premises Leaflet: Access to the Dwelling and Visiting Rights	Visits and Access to Your Apartment
4	Co-tenants	Leaflet: Joint Tenancy	Paying the Rent (see bottom of page) Sharing Rental Housing: Co-Tenants
5	Advance deposits	FAQ: The Lease Leaflet: Paying the rent	Paying the rent (Section: "When it comes to paying rent, what is NOT allowed?")
6	Noise	FAQ: Noise Leaflet: Noise	
7	Rent increase	FAQ: Rent Increase Leaflet: Renewing the Lease of a Dwelling	Renewing a Residential Lease and Rent Increases
8	Necessary repairs	FAQ: Repairs Leaflet: The tenant and Urgent and Necessary Repairs	Rental Housing: Cleanliness, Safety and State of Repair
9	Repossession by a landlord	Leaflet: Repossessing a Dwelling	Repossession of an Apartment or Eviction
10	Subletting	Leaflet: Assigning Your Lease or Subletting	Assigning a Lease or Subletting

GLOSSARY OF LEGAL TERMINOLOGY RELATED TO TENANCY

By-law (n): A local rule established by a corporation or organization to control the actions of its members.

Civil union (noun phrase): A legally recognized partnership, parallel to marriage (e.g. a same-sex partnership).

Demand letter (noun phrase): A formal written notice in which the writer makes a legal claim and demands restitution (reimbursement for damages) or the performance of an obligation from the recipient.

Fix the rent* (verb phrase): A form of rent control exercised by the Régie in cases of dispute over a rent increase. The Régie can intervene to adjust and determine the rent payable, on the basis of the income and expenses of the building.

Hearing (n.): A legal proceeding before a court or tribunal (e.g. a rental board) to settle an issue, where evidence is presented by both parties and a judgment is reached.

Immovable (n): Property (such as a building) that has a fixed location and cannot be moved or transferred to another place.

Landlord (n) (see also *Lessor*): A person who owns property (e.g. a building, land) and rents all or part of it to a tenant.

Lease (n): A contract to rent an apartment, signed between a tenant (the person who wishes to rent the apartment) and a landlord (the owner of the property).

Lessee (n): A person who holds the lease of a property, which gives him/her the right to use the property during the term of the lease.

Lessor (n) (see also *Landlord*): The owner of a dwelling that is rented to a tenant.

Rent (n): Money that you pay for being able to live in an apartment, duplex or house that belongs to someone else.

Spouse (n.): A legal term referring to a partner in a marriage or civil union.

Sublet (v) / **sublessee** (n): If a tenant has a lease on an apartment and allows another person to take over the apartment in exchange for rent payments, the original tenant (the lessee) is “subletting” the apartment, and the new tenant is a “sublessee”.

Sue (v.): To take someone who has caused you damage to court in the hope that the court will force that person to compensate you for the damage.

Tenancy (n): The state of being a tenant, that is, of living in another person’s property in exchange for rent.

Tenant (n): A person who occupies a rental property and pays rent to the owner (landlord) of the property.

IMAGE CREDITS

All the images used in this LAB, where required, respect copyright laws be it through a Creative Commons attribution license or according to the terms and conditions specified by their respective copyright holders.

PAGE	IMAGE/RESOURCE	SOURCE
Cover	Lease, glasses, and pen	Credit / Attribution – Print © Can Stock Photo Inc. / graja
1	Balancing balls	Credit / Attribution – Print © Can Stock Photo Inc. / kasiastock
2	Know The Rules	https://doj.mt.gov/consumer/for-consumers/tenants-and-landlords/
3	Signing a lease	Credit / Attribution – Print © Can Stock Photo Inc. / JohnKwan
	Lease of Dwelling form (PDF)	<p>Conditions of Use: The “Lease of a Dwelling” form is provided courtesy of the <i>Régie du logement</i>. Under Article 5 of the “regulation respecting mandatory lease forms and the particulars of a notice to a new lessee,” the parties who want to enter into a lease for a dwelling agreement must pay a sum of \$1.99 (plus tax) to obtain the lease form.</p> <p>Therefore, the current English version of a lease in PDF must be strictly used for educational purposes by learners and cannot be used to conclude a residential lease agreement.</p>
9	Do Your Research	Credit / Attribution – Print © Can Stock Photo Inc. / benchart
10	Online forum	Credit / Attribution - Print © Can Stock Photo Inc. / mtkang
24	Demand letter	Credit / Attribution - Print © Can Stock Photo Inc. / alexmillos
26	Demand Letter video	<p>Conditions of Use: This video is the exclusive property of Éducaloi. Teachers can use it, but for educational purposes only. The video must not be altered. The video has legal information, not legal advice. Note that the law changes over time. This video is up to date as of February 28, 2014.</p> <p>A link to access the complete website in English is provided below: http://www.educaloi.qc.ca/en</p>
27	Writing an e-mail/letter	Licensing / Attribution Uploaded by: Wikiphoto License: Creative Commons Summary
28	Brainstorm	Credit / Attribution - Print © Can Stock Photo Inc. / iqoncept