



**REGROUPEMENT DES
COMITÉS LOGEMENT ET
ASSOCIATIONS DE LOCATAIRES
DU QUÉBEC**

The RCLALQ advocates for:

A compulsory and universal rent control

- The fight to control rent increases is part of the fight against poverty.
- Housing is a right and not a commodity.
- Rent control is a counterbalance to the power of the landlords.

A rent registry

- To avoid abusive increases during the moving period.
- To enable us to know how much the former tenant paid.
- To be able to revise the cost of our rent and therefore to assert our rights as stipulated by law.

The RCLALQ is actively working to protect the right to decent housing at a reasonable cost.

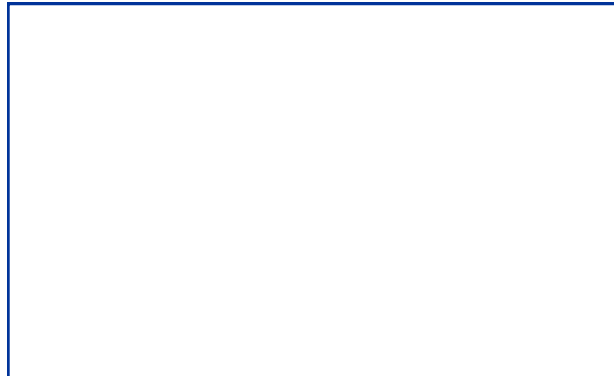
Our other social struggles

In order to improve the living conditions of tenants, the RCLALQ seeks:

- To improve the right to adequate housing.
- To protect the rights of tenants to maintain occupancy.
- To establish a provincial code on housing.
- To improve accessibility to the Rental board and reduce the waiting period for a hearing.
- To provide a legal framework for those seeking housing in order to counteract the discrimination suffered by tenants.

rclalq.qc.ca

Contact your local Housing Committee or Tenant Association.



YOU

HAVE THE RIGHT TO REFUSE A RENT INCREASE!

I accept the rent increase

I refuse the rent increase

I am moving



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1-866-521-7114
rclalq.qc.ca

You receive a rent increase notice

A. The notice of rent increase:

- must be in writing;
- must be written in the same language as your lease;
- must include the precise amount of the proposed rent increase, the delay of one month during which you can refuse the increase and any other proposed changes to the conditions of the lease.

B. The mandatory delays when sending such notices:

- between 3 and 6 months before the end of a lease of 12 months or more;
- between 1 and 2 months before the end of a lease of less than 12 months;
- between 1 and 2 months before desired modification for a verbal or indeterminate term lease;
- for the lease of a room, between 10 and 20 days before the end of a fixed term lease, or before the desired modification if the lease is with an indeterminate term.

There can only be one rent increase within any 12 months period.

... what if you haven't received a rent increase notice?

If you want to stay:

You don't have to send anything to the landlord. The lease is automatically renewed at the same terms and conditions.

If you want to move:

You have to send a notice to the landlord, by registered mail, within the same delays above-mentioned, declaring : « I do not wish to renew my lease. »

You have 3 choices: REFUSING, accepting or moving

REFUSING is easy!

You must answer the notice by declaring: « I wish to renew my lease but I refuse the proposed rent increase. »

You must photocopy the letter and send it by registered mail.

You must reply within one month of receiving the increase notice.

How to know if the increase is excessive?

You must take into consideration the rates of adjustment of the Rental board, the change in municipal and school taxes, major improvements, as well as all the operating costs of the building.

Your housing committee or tenant association will help you to determine whether or not the increase is justified.

ACCEPTING

If you do not reply to the notice, your lease will be renewed automatically with the rent increase and the proposed changes of conditions. The RCLALQ urges you to refuse all excessive rent increases.

MOVING

You must respond to the landlord within one month of receiving the notice, declaring: « I do not wish to renew my lease. »

You refused. What's next?

Two things can happen:

1. Your landlord may want to negotiate. If an agreement is reached, write it down. Never sign anything on-the-spot.
2. The landlord may apply to the Rental board for a hearing; The Rental board will then fix the rent based on variations in the building's annual revenues and expenses.

Negotiating and/or the procedure of your landlord applying to the Rental board **must be done within one month of reception of your reply**. If it's not done within this delay, your lease is renewed at the same terms and conditions.

Refusing is a right recognized by law. You cannot be evicted from your dwelling for having refused a rental increase.

New conditions of the lease are proposed?

ex: heating not included, loss of access to the yard, etc.

The same rules apply for any new conditions proposed by the landlord.

You must answer, within one month of reception, by registered mail:

« I wish to renew my lease but I refuse the proposed changes to the conditions of the lease. »

or

« I wish to renew my lease but I refuse the rent increase and the proposed changes to the conditions of the lease. »

Keep a copy of all documents and notices. Keep the post office receipts when sending notices by registered mail.