



BEING A LESSEE IN A PRIVATE SENIORS' RESIDENCE

A simple and practical guide to inform
lessees about their rights and obligations

COORDINATION

Secrétariat aux aînés, Direction générale des aînés et des proches aidants of the Ministère de la Santé et des Services sociaux

COLLABORATION

Ministère des Affaires municipales et de l'Habitation

Régie du logement (Organization bearing the name of Tribunal administratif du logement since august 31, 2020)

SUPPORT IN WRITING AND PUBLIC LEGAL EDUCATION

Éducaloi

BODIES CONSULTED

Association québécoise de défense des droits des personnes retraitées et préretraitées

Conférence des Tables régionales de concertation des aînés du Québec

Fédération des centres d'assistance et d'accompagnement aux plaintes

Regroupement québécois des résidences pour aînés

Réseau FADOQ

Réseau québécois des OSBL d'habitation

PRODUCED BY

Direction des communications of the Ministère de la Santé et des Services sociaux

The document can also be consulted online at the following address:

[Québec.ca/en/homes-and-housing/renting/private-seniors-residences](https://quebec.ca/en/homes-and-housing/renting/private-seniors-residences).

The masculine pronoun refers to both women and men.

This guide provides general information. In any case, it must not be interpreted as an opinion or legal advice.

It cannot replace the opinion of experts whom it is necessary to consult in specific situation.

LEGAL DEPOSIT

Bibliothèque et Archives nationales du Québec, 2019

Library and Archives Canada, 2019

ISBN 978-2-550-84913-1 (Print)

ISBN 978-2-550-84914-8 (PDF)

All rights reserved for all countries. Any reproduction whatsoever, translation or dissemination, in whole or in part, is prohibited unless authorized by Les Publications du Québec. However, reproduction or use for non-commercial personal, private study or scientific research purposes is permitted, provided the source is mentioned.

© Gouvernement du Québec, 2019



**Are you the lessee of a dwelling located
in a private seniors' residence?**

**Are you a family member of a senior and want to support
this person in understanding his or her rights and obligations
and the rules concerning the residential lease?**

Here is a practical information guide produced
by the Gouvernement du Québec with
the collaboration of several partners.

In this guide, you will obtain simple and precise answers
on how to act and what actions to take in case of problems
enforcing clauses in your lease or the quality of services
provided. This guide also specifies when and under what
conditions you may terminate your lease, and what you must
do during the lease renewal period. You will also find the
contact information of the resources and services available
to inform you more and help you if the need arises.

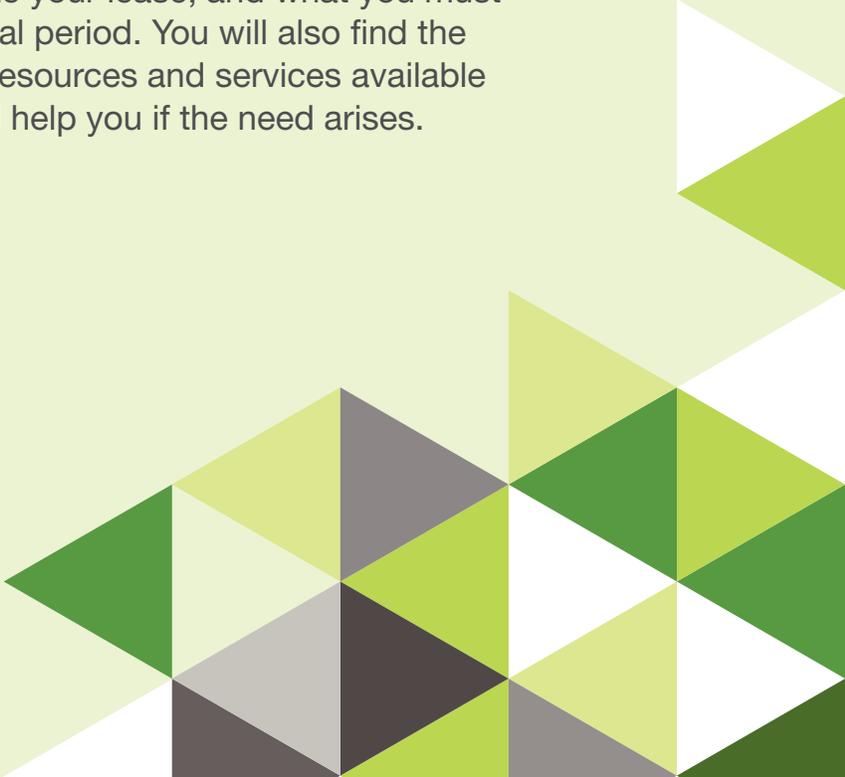




TABLE OF CONTENTS

Know your rights and obligations as a lessee of a private seniors' residence	1
Finding common ground with the residence: the first step to resolve a situation	2
Making a complaint about the quality of services	4
Enforcing the rights stipulated in the lease	5
Obtaining a decision from the Tribunal administratif du logement	6
Leaving the residence before the end of the lease	7
In case of death	9
Renewing the lease: what to do in case of a rent increase or modification of services	10
Answers to lessees' frequently asked questions	13
Resources to serve you (in alphabetic order)	16



KNOW YOUR RIGHTS AND OBLIGATIONS AS A LESSEE OF A PRIVATE SENIORS' RESIDENCE ▼

Like any other contract, the lease grants you rights that are provided by law. However, when you sign a lease, you also undertake to honour several obligations.

Once the lease is signed, you will have rights.

- ▶ **Respect:** the residence must treat you and your loved ones with courtesy, dignity and respect.
- ▶ **Right to maintain occupancy:** except for rare exceptions provided by law, the residence must allow you to remain in your dwelling until you decide otherwise, or until the lease is resiliated (cancelled) by the Tribunal administratif du logement following an application.
- ▶ **Enjoyment of the premises:** the residence must allow you to benefit peacefully from your dwelling and the common areas.
- ▶ **Condition of the dwelling:** the residence must offer you a dwelling in good condition and do the necessary repairs throughout the term of the lease.

- ▶ **Health and safety:** the residence and its personnel must comply with the stipulated health and safety standards.
- ▶ **Rent:** the residence must charge only the amount of rent and services included in the rent.
- ▶ **Services:** the residence must offer you the services included in the lease for its entire term.

These rights are also associated with obligations.

- ▶ **Payment of rent:** you must pay your rent every month on the stipulated date.
- ▶ **Cleanliness:** you must keep your dwelling clean.
- ▶ **Enjoyment of the premises:** you must comply with the residence's rules of operation and avoid disturbing the living environment or the peace of the other residents.
- ▶ **Repairs:** you must remain vigilant regarding the condition of the premises and notify the residence when repairs are necessary in your dwelling.
- ▶ **Access to the dwelling:** you must allow the residence to have access to your dwelling in case of emergency. Otherwise, it must give you at least 24 hours' notice to inspect its condition, perform the scheduled work or have it visited by the eventual buyer of the property.
- ▶ **Restoration of the dwelling to the same condition as on your arrival:** at the end of your lease, you must leave your dwelling in the same condition as the day you arrived. You are not responsible for normal wear or the effect of time on the dwelling (e.g. worn floor after living in the same place for several years), but you may be charged for the costs of other damage (e.g. presence of pets who damaged the floor).

FINDING COMMON GROUND WITH THE RESIDENCE: THE FIRST STEP TO RESOLVE A SITUATION



As the holder of a government certification, the owner of your private seniors' residence undertakes to ensure safety and the quality of the services it offers you. It also undertakes to respect the rules concerning the lease of the dwellings it offers for rent that are under the authority of the Tribunal administratif du logement. This administrative tribunal was called Régie du logement until August 31, 2020.

If everything doesn't go the way you want regarding the services received or compliance with the clauses of the lease, several solutions are available to you.

Regardless of the situation, the first step should be to discuss it with the residence's representative. This is often the best way to resolve things quickly. Check with the residence if an established procedure exists for this purpose. No matter how you are going to proceed, don't forget that you have the right to express yourself.

Preparing for a meeting with the residence's representative

To discuss your problem in person with the residence's representative, it is preferable to make an appointment in advance so that the representative reserves the time for a meeting with you. Before the meeting, take time to be well prepared. If necessary, don't hesitate to take notes during or after the meeting to keep a record of your discussions. You can ask a close relation to help you prepare for the meeting and accompany you.

If the problem is the behaviour of a resident who is disturbing you, such as a noisy neighbour, you can try to express your discomfort to this person calmly. However, if this neighbour's behaviour prevents you from peacefully enjoying your dwelling, you should inform the residence's representative. This person is responsible for taking concrete actions to correct the situation.



GOOD TO KNOW!

If you prefer to address your situation in writing, it is important to specify in your letter what you are experiencing and what you hope the residence will do to remedy a situation that disturbs you.

Your written communication can also take the form of a **notice of default**. For example, if you want the residence to do repairs you consider essential for your safety, you may give it notice of default to perform this work within a deadline and indicate the actions you intend to take in case it refuses.

Obtaining free personalized support

Do you feel at a disadvantage informing the residence's representative about your discomfort with a given situation? Or do you want to be supported by a professional resource to discuss it with the representative?

At your request, the Centre d'assistance et d'accompagnement aux plaintes (CAAP) in your region can help you organize a conciliation meeting with the residence's representative. The objective of such a meeting is to encourage discussion between the residence's representative and you, so that you can find common ground to resolve the situation. The CAAP will not act on your behalf, but will support you before, during and after the meeting to help find a solution.

Refer to the section "Resources to serve you" at the end of the guide to learn more.

MAKING A COMPLAINT ABOUT THE QUALITY OF SERVICES ▼

If you have a problem concerning the services received or that you should have received and your approaches to the residence have produced no results, you may file a complaint with the Service Quality and Complaints Commissioner in your region. The Commissioner's role is to receive complaints on the quality of services in the health and social services network, based on the established standards, including the services offered in private seniors' residences. Every residence must post the Commissioner's contact information legibly in the building and include it in the accommodation document.

Upon receiving a complaint, the Service Quality and Complaints Commissioner must examine it and has 45 days to inform you of the result of the investigation. If applicable, the Commissioner will make recommendations to the residence to put a stop to the problem. Filing a complaint is free and confidential. You may do it by telephone, by email, by mail or in person. Another person may also file a complaint on your behalf if this person is acting as your representative.

Never forget that you have the right to make a complaint. The residence may not penalize you or pressure you because you have done this. If you feel you are a victim of reprisals, inform the Service Quality and Complaints Commissioner so he or she can intervene rapidly.

The CAAP in your region can help you in your approaches.



GOOD TO KNOW!

If the Service Quality and Complaints Commissioner does not comply with the deadline provided to inform you of the result of the investigation or if you aren't satisfied with the Commissioner's answer, you have the right to apply to the Québec Ombudsman. This independent body receives complaints on the quality of services of government departments and public bodies. It may investigate and make recommendations to the residence, if applicable. The Québec Ombudsman's services are free and confidential.

Refer to the section "Resources to serve you" at the end of the guide to learn more.

ENFORCING THE RIGHTS STIPULATED IN THE LEASE ▼

If you have a problem concerning your dwelling, you may address the **Tribunal administratif du logement**. In addition to information on the rights and obligations resulting from the lease, this administrative tribunal provides effective remedies when lessees or landlords do not honour their obligations.

Filing an application at the Tribunal administratif du logement

Do you want the Tribunal administratif du logement to render a decision in your favour? File an application at the Tribunal by completing the appropriate form made available to you at the Tribunal's offices or on its website. Your application may be sent by mail or email or delivered in person. Note that fees are charged, varying according to the type of application. You must provide a copy of your application and accompanying documents to the residence to inform it of your action. You may send this copy by registered mail or bailiff or deliver it in person. You must keep proof that the residence received your application. Your request must be accompanied by supporting documents (proofs) or a list of these documents with the mention that they can be accessed on request.

You must send this proof of receipt to the Tribunal within 45 days of filing your request. If the hearing was to be held during this time, you will need to bring it with you and hand it in at the hearing.



GOOD TO KNOW!

The Tribunal administratif du logement could offer you its **conciliation service**, an interesting avenue for resolving the situation on which you disagree with the residence more quickly, by mutual agreement. You could specify to the Tribunal that you prefer this avenue.

Conciliation takes the form of a meeting with a neutral and independent person called a “conciliator”. The meeting is held with the residence’s representative in your presence at the Tribunal office located in the territory of the dwelling concerned by the application.

Conciliation is a voluntary and confidential process. Its purpose is to favour constructive discussion between the residence and you so that you can reach a solution more quickly that will satisfy both of you. However, conciliation is not always possible, particularly for urgent cases or non-payment of rent. Your consent and the consent of the residence’s representative are necessary for conciliation to be held, and each of you may end it at any time.

OBTAINING A DECISION FROM THE TRIBUNAL ADMINISTRATIF DU LOGEMENT ▼

You will receive a **notice of hearing** by mail from the Tribunal administratif du logement. On this notice you will find the date, time and place when and where you must appear. Your case will be heard by an administrative judge. This is the person designated to hear your arguments and the residence's arguments before rendering a decision, which has the same value as a judgment.

The hearing process

During the hearing at the Tribunal administratif du logement, you will have to prove why you should win the case. You will be able to call family members or other residents as witnesses and present documents supporting your statements, such as your lease or the by-laws of the residence. At your request, a member of the CAAP team in your region or another person in whom you place your trust can accompany you and assist you during the hearing. However, this person will not be able to speak on your behalf or act as your representative. You may also ask for a lawyer to advise you in preparing your case, if necessary.

A person who brings a case before the Tribunal administratif du logement represents himself or herself on the day of the hearing and must therefore speak. This person may also be represented by a lawyer, except if the application only deals with a claim for an amount of \$15,000 or less.

If you do not wish to speak on the day of the hearing, your spouse may speak on your behalf. If you cannot be there, particularly due to health or distance problems, you may be represented by a relative, an in-law (e.g. a brother-in-law or sister-in-law) or even, in some cases, by a friend. In case of incapacity, the tutor or the curator must act for the elderly lessee before the Tribunal administratif du logement and will speak.

The Tribunal administratif du logement will render the decision within 3 months after the hearing, and the residence and the lessee will have to comply with it.

Bringing recourses in two places at the same time

You may simultaneously file an application at the Tribunal administratif du logement and make a complaint to the Service Quality and Complaints Commissioner.

For example, this could happen if you observe deficiencies in maintenance and hygiene. The Tribunal administratif du logement then could evaluate whether you must be compensated, in case of a discrepancy between the services stipulated in your lease and those you have received.

The Service Quality and Complaints Commissioner could evaluate whether the situation contravenes the standards the residence must respect and take actions to correct the situation.

LEAVING THE RESIDENCE BEFORE THE END OF THE LEASE ▼

Because the lease is a contract, you must respect it until it expires. You may try to agree with the residence to terminate it before it expires, but the residence is not obliged to accept. If the residence accepts, keep written proof of your agreement.

The law provides for four exceptions that allow you to terminate the lease before its term without too many financial penalties.

- 1 You must move to another residence or an institution where nursing or personal assistance adapted to your health status are offered, such as in intermediate resource or a residential and long-term care centre (CHSLD).
- 2 You can no longer live in your dwelling due to a handicap.
- 3 You move to a dwelling in low-rental housing.
- 4 You must leave the residence due to conjugal violence or sexual assault (defined in the law as “spousal violence or sexual aggression”).

In one of these situations, you must notify the residence in writing, based on the model notice on the Tribunal administratif du logement website and accompany it with the additional documents required.

Reason for departure	Additional documents required
Move to another institution or another residence for health reasons	Certificate signed by a physician or a social worker and attestation confirming that you have found a new dwelling that meets your needs (this information may be contained in a single document).
Move due to a handicap	Document signed by a physician.
Move to a dwelling in low-rental housing	Document signed by the body that is responsible for your new dwelling, such as an Office municipal d’habitation.
“Spousal violence or sexual aggression”	Document confirming that it is necessary to terminate your lease to ensure your safety. This document comes from the Director of Criminal and Penal Prosecutions at the courthouse in your region. Contact the Centre d’aide aux victimes d’actes criminels (CAVAC) in your region to support you in your approaches.

Remember that your medical record is confidential and the residence has no right to require it.

Your lease will end officially **2 months** after the date the necessary documents are sent (one month if the lease is for less than 12 months). The lease may also be resiliated (terminated) sooner if the lessee has already vacated the dwelling and the residence is able to rerent it before the deadline expires.



GOOD TO KNOW!

In the situations described above, the cost of your rent is calculated to the nearest day.

For example, if the end of the lease is set for June 9, you must pay for the first 9 days of June.

As another example, if the end of the lease is set for June 9 but you move on June 1:

- ▶ you must pay the base rent up to June 9;
- ▶ you must pay for the personal services received up to June 1.



IN CASE OF DEATH ▼

In case of death of an elderly lessee living alone, it is up to the person responsible for the lessee's succession or an heir to make the necessary arrangements to terminate the lease. This person will have to send a written notice to the residence no more than **6 months after** the death. The lease ends **2 months after** this notice. The cost of the rent will have to be paid up to the new official lease termination date. For personal services, only the costs of the services provided before death will be owed.



GOOD TO KNOW!

The residence could accept to terminate the lease earlier than the period prescribed following a death, but it is not obliged to do so. The lease may also end sooner if the dwelling is rerented before the 2-month period.

As a person responsible for a deceased senior, you must not be pressured by the residence to vacate the dwelling quickly. In fact, you are not obliged to vacate the dwelling as long as you pay for it. This is your right.

However, if the residence tells you that it has already found a new lessee who is ready to move in immediately, you may choose to vacate the dwelling sooner. You then will be entitled to reimbursement of the rent overpaid up to the new lessee's arrival.

If you share your dwelling with a spouse or a friend, for example, and this person dies, you are not obliged to terminate the lease:

- ▶ You may decide to stay in the dwelling if you both signed the lease;
- ▶ If the deceased person was the only signatory of the lease, you may stay, but you must send a notice to the residence within 2 months of the death or your spouse or friend with whom you were living. You then become the lessee of the dwelling as if you had signed the lease. You may communicate with the Tribunal administratif du logement to obtain the model notice to be sent for this situation;
- ▶ If you live in a dwelling in low-rental housing, you must be personally eligible for such a dwelling to remain there.

RENEWING THE LEASE: WHAT TO DO IN CASE OF A RENT INCREASE OR MODIFICATION OF SERVICES ▼

The landlord of your private seniors' residence cannot increase your rent or change the conditions of your lease as it sees fit. During your lease renewal period, the landlord must inform you of the changes it wants to make to the lease, such as an increase in your rent or modifications to your services. As a lessee, what must you do then?

✓ **The residence must send you a written notice in the following cases:**

- ▶ increase the rent;
- ▶ raise the cost of the services included in the lease;
- ▶ modify the other conditions of the lease: change the meal times or convert a “smoking” dwelling into a “non-smoking” dwelling, etc.

✓ **The notice must be sent during the period provided by law.**

This period depends on the term of your lease. This term should be indicated in Section C entitled “Term of Lease” on your lease form or on a notice you have already received. The following table summarizes the deadlines the residence must respect to send you the notice.

Type of dwelling	Lease of less than 12 months	Lease of 12 months or more
Conventional dwelling	Notice sent between 1 and 2 months before termination of the lease	Notice sent between 3 and 6 months before termination of the lease
Room only	Notice sent between 10 and 20 days before termination of the lease	

The notice may be delivered in person by a representative of the residence or a bailiff or sent by mail. The residence may ask you for proof that you have received the notice, by signing an acknowledgment of receipt, for example. If a person has signed the lease for you (tutor, mandatary or curator), the residence must send that person the notice.

✓ **The notice must contain the following information:**

- ▶ the amount of the rent increase or the percentage rent increase;
- ▶ the term of the lease, if it is modified;
- ▶ the other proposed modifications, if this is the case;
- ▶ the reminder specifying that you have one month from receipt of the notice to refuse the increase or the proposed modifications.

✓ **Upon receiving the notice, you have one month to send your written response.**

The Tribunal administratif du logement suggests model letters on its website that you can use as inspiration, but this is not compulsory. You may send your response by mail, registered mail, bailiff or personal delivery to a representative of the residence. Make sure you have proof that the residence received it.

- ▶ **If you accept**, the modifications will apply effective from the date of renewal of your lease.
- ▶ **If you refuse**, you retain the right to remain in your dwelling. This is called “the right to maintain occupancy”. You therefore are not obliged to vacate your dwelling and you will not be expelled simply for refusing modifications to your lease.

However, there is one exception to this principle: if your dwelling is situated in a cooperative or a new residence that opened its doors within the last 5 years, and this is indicated on your lease, no contestation will be possible. You then will have to vacate your dwelling at the end of the lease.

If you refuse the modification of your lease, the residence will have three options.

- 1 The residence may choose to leave your lease unchanged. The rent payable and all the other conditions of the lease will then remain exactly the same for the entire term of the renewed lease.

- 2 The residence may try to agree with you on the modifications to the lease. For example, you could agree on a rent increase lower than the one proposed in the notice sent by the residence, but you are not obliged to do so.

- 3 The residence may apply to the Tribunal administratif du logement to rule on the modification of the lease. It then must file its application within one month after receipt of your refusal. If the application is not filed within this deadline and the residence has not come to an agreement with you, the lease then will be renewed on exactly the same conditions. If the residence asks the Tribunal to rule on the modification of the lease, it will have to prove that it should be granted this modification. For example, if the residence wants to impose a rent increase on you, it will have to provide the relevant vouchers. To fix the rent, the Tribunal accounts for several criteria set out in a regulation. These criteria mainly concern the residence’s earnings and expenses. When the Tribunal’s decision is rendered, both you and the residence must respect it.



IMPORTANT!

If you do not respond in writing within the stipulated period to the notice of modification sent by the residence, this will be as if you had consented to the new conditions. The lease then will be renewed automatically on these new conditions and you will have to respect them.

Dwellings in low-rental housing

In dwellings in low-rental housing, also known as “HLM” for “habitations à loyer modique”, the rent is determined in accordance with the regulations of Société d’habitation du Québec (SHQ). If the residence notifies you of its intention to increase the rent, you may not contest it. However, if you believe that the projected increase does not comply with the SHQ regulations, you will have **2 months** from the date of rent determination to contest a rent increase at the Tribunal administratif du logement.



GOOD TO KNOW!

If the residence does not send you a notice and you want to leave at the end of the lease, you must send a notice of non-renewal (from 3 to 6 months before the scheduled end of the lease, in the case of a dwelling with a lease of 12 months or more). If you do not send this notice, the current lease will be renewed automatically.

If the residence does not send you a notice and you remain in your dwelling, the lease must be renewed on the same conditions. You have the right to refuse to pay a higher rent or to comply with a new condition.



ANSWERS TO LESSEES' FREQUENTLY ASKED QUESTIONS ▼

Does the residence have the right to modify the services included in the lease or their cost during the year without your agreement?

NO. The residence must notify you of the modifications at the time of renewal of the lease, so that you can decide to accept or refuse them or to vacate your dwelling.

Do I have the right, during the year, to add or remove services to or from those included in the lease at the time it was signed or renewed?

At any time, you may ask to benefit from services. The residence then will increase the cost of your rent accordingly. However, the residence has no obligation to accept your request to remove services before the end of your lease. In this situation, you may try to reach an agreement with the residence. If the residence accepts, it will reduce the cost of your rent accordingly.

Does the residence have the right to increase the cost of à la carte services or modify them whenever it wants?

YES. Because the à la carte services are not included in the lease, the residence may increase the cost of these services or modify them whenever it wants.

Does the residence have the right to deal with external providers to perform the services it offers?

YES. Your residence may call on external providers, for meal services, for example. Because these services are offered on its behalf, it remains responsible for them.

Must I pay for the services included in the lease during hospitalization or a trip, for example?

YES. You must pay for the services every month, even if you did not use them, because their cost is an integral part of your rent. Some residences may offer reductions in certain situations. Inquire about this subject.

Does the residence have the right to prohibit me from smoking in my dwelling?

YES. This prohibition normally should appear in your lease. If this clause is not included and the residence wishes to add it, it must do so on the renewal date of your lease and must inform you according to the prescribed procedure.

Does the residence have the right to refuse to let me have a pet in my dwelling?

YES. This prohibition then should appear in your lease. If this clause is not included and the residence wishes to add it, it must do so on the renewal date of your lease and must inform you according to the prescribed procedure. If you need a service dog due to a handicap, the residence would not have the right to refuse you this accommodation, on condition that the animal's presence does not cause the residence undue hardship.

Does the residence have the right to refuse to perform necessary repairs in my dwelling?

NO. The residence is obliged by law to offer you a dwelling in good condition throughout the term of your lease.

What happens if my condition requires more care and facilities than the residence is able to offer me?

The law provides that the residence must inform you or inform your representative (tutor, curator, mandatary). It must also communicate with the person to be informed in case of emergency. If it cannot reach them, it must alert one of your close relations. The residence will also inform the integrated health and social services centre (CISSS) or the integrated university health and social services centre (CIUSSS) in your region. You then may decide to leave the residence for a living environment better adapted to your health status or accept to receive additional services at the residence, offered by the health and social services network. Note that you may terminate the lease in this situation.

Does the residence have the right to lease my dwelling if I have left but I am still paying for the lease?

YES. The residence may lease your dwelling. However, as a lessee, you have the right to request a reimbursement for the rent paid after the new lessee's arrival, up to the end of your lease.

What happens if the residence didn't send me a notice of renewal of my lease and I want to remain in my dwelling?

If the residence doesn't send you any notice before the end of the period provided by law, the lease then will be renewed automatically on the same conditions. This means that the residence, throughout the term of the renewed lease, may not ask you for a higher rent than you are already paying. It also may not require you to comply with a new clause that was not already included in your lease or in the by-laws of the residence that were already applicable. If it nonetheless asks you to pay a higher rent or comply with a new condition, you may refuse.

Is it possible to negotiate in the case of a rent increase?

YES. You may negotiate, but the residence is not obliged to accept. If you reach an agreement after negotiation, ask the residence's representative to provide you with written proof of this agreement and keep it in your record.

How do you know if a rent increase is reasonable?

The requested increase may depend on several factors, including the cost of municipal and school taxes, insurance, major improvements, and all of the operating costs of the building and the services. Every year, the Tribunal administratif du logement establishes the percentages applicable to fix rents, based on these components. For more information, don't hesitate to ask questions to the residence's representative or contact the Tribunal.

If the residence is purchased by a new owner, can it modify my lease or ask me to vacate my dwelling?

Even if your residence is sold and changes owners, you have the right to maintain occupancy. In other words, the sale of the residence does not affect your right to keep your dwelling under the same conditions set out that were agreed on with the previous owner and stated in your lease. Except in case of rare exceptions provided by law, you may remain in your dwelling until you decide otherwise, or until the Tribunal administratif du logement resiliates (cancels) the lease after an application is filed for non-payment of rent, for example.

May the residence take an action against me at the Tribunal administratif du logement?

YES. As a lessee, you have rights but you also have obligations. If you do not honour these obligations, the residence could bring an action against you at the Tribunal administratif du logement. The residence then must provide you with a copy of its application to inform you that it has filed this action. It can do this by

registered mail, by bailiff or in person. When the residence brings an action against you, it must prove why it should win the case. Obviously, you may defend yourself and try to prove how the residence is wrong. Nothing prevents you from filing your own application against the residence if you believe it is not honouring its obligations.

What happens when the residence loses its certification or closes its doors?

The integrated health and social services centre (CISSS) or the integrated university health and social services centre (CIUSSS) in your region will contact you. It will offer you all the necessary support and will answer all your questions and those of your loved ones. Two options are possible:

- ▶ Terminate the lease if you already have another dwelling in mind, and then leave the residence 15 days after sending notice;
- ▶ Ask the CISSS or the CIUSSS for help to find another residence before the one where you are living closes.

If a situation or practices represent a hazard for the health or safety of the lessees of a private seniors' residences, the CISSS or the CIUSSS could proceed with the evacuation of the residence's lessee and rehouse them elsewhere until the requested corrective actions are taken. If such a situation happens to you, remember that you have rights, including the rights to be exempted from payment of the rent during the evacuation period and refuse to move back into your dwelling. The respondent for the CISSS or the CIUSSS may answer your questions. To find the contact information for your region's CISSS or CIUSSS, visit: **[Québec.ca/en/homes-and-housing/renting/private-seniors-residences](https://quebec.ca/en/homes-and-housing/renting/private-seniors-residences)**.

RESOURCES TO SERVE YOU

(IN ALPHABETIC ORDER) 

Aide juridique (legal aid service that allows low-income persons to receive the free or low-cost services of a lawyer)

Telephone: 1-800-842-2213 (toll-free)

Website: www.csj.qc.ca

Association québécoise de défense des droits des personnes retraitées et préretraitées (AQDR) (organization that defends the collective rights of retired and preretired persons)

Telephone: 1-877-935-1551 (toll-free)

(to learn about the services offered in your region)

Website: www.aqdr.org

Boussole juridique

(directory of free or low-cost legal resources)

Website: www.boussolejuridique.ca

Centres d'assistance et d'accompagnement aux plaintes (personalized assistance and support service for lessees of private seniors' residences on questions related to the lease)

The description of the services and the regional telephone numbers of the CAAP centres are found on the back of the guide.

Centre de justice de proximité (CJP)

(free legal information, support and guidance services in several regions of Québec, in the form of information sessions and individual meetings)

Website: www.justicedeproximite.qc.ca

Québec Ombudsman (impartial and independent government body that ensures respect for citizens' rights in their relations with public services)

Telephone: 1-800-463-5070 (toll-free)

Website: www.protecteurducitoyen.qc.ca

Tribunal administratif du logement (specialized administrative tribunal that has exclusive jurisdiction in the field of rental housing to hear all applications regarding the lease of a dwelling)

Telephone: 1-800-683-2245 (toll-free)

Website: www.tal.gouv.qc.ca

Réseau FADOQ (organization that brings together and represents persons age 50 and over, defends and promotes their collective rights, values their contribution to society and supports them with programs, services and activities)

Telephone: 1-800-544-9058 (toll-free)

Website: www.fadoq.ca

Services Québec (information on government programs and services, including certification of private seniors' residences)

Telephone: 1-877-644-4545 (toll-free)

Service téléphonique du logement du Barreau du Québec (information on housing provided by lawyers)

Telephone: 1-844-227-3790 (toll-free)

**Victim or witness of situations of mistreatment
Ligne Aide Abus Aînés**

Telephone: 1-888-489-2287 (toll-free), every day, from 8 a.m. to 8 p.m.

If you witness a situation endangering a resident's life or if you fear for the resident's health or safety, contact the police department or emergency services immediately by calling **911**.

CENTRES D'ASSISTANCE ET D'ACCOMPAGNEMENT AUX PLAINTES: SERVING LESSEES OF PRIVATE SENIORS' RESIDENCES

In case of complaints about the quality of services, the Centre d'assistance et d'accompagnement aux plaintes (CAAP) in your region is mandated by the Ministère de la Santé et des Services sociaux to support you in your approaches to the Service Quality and Complaints Commissioner. An advisor may listen to you concerning the situation you experienced, inform you and help you draft your complaint. This advisor will support you at each step of your approach, while respecting your choices.

Since April 1, 2019, the CAAPs have expanded their service offering, at the request of the Gouvernement du Québec, to include information, assistance and support for lessees of private seniors' residences on questions relating to the lease. They offer them the desired support for preparing their case and accompaniment to a conciliation meeting with a representative of the residence to facilitate an agreement. Their services also include assistance and accompaniment to a conciliation session or a hearing of the Tribunal administratif du logement.

All CAAP services are free, confidential and offered throughout Québec.

General telephone number: 1-877-767-2227 (toll-free)

Bas-Saint-Laurent

418-724-6501

Outaouais

819-770-3637

Laval

450 681-8813, ext. 101*

*managed by DIRA-Laval

Saguenay–Lac-Saint-Jean

418-662-6774

Abitibi-Témiscamingue

819-797-2433

Lanaudière

450-759-7700 or
1-800-882-5622 (toll-free)

Capitale-Nationale

418-681-0088

Côte-Nord

418-295-2779

Laurentides

450-565-9111 or
1-800-563-6261 (toll-free)

Mauricie et Centre-du-Québec

819-840-0451

Gaspésie—Îles-de-la-Madeleine

418-368-7433 (Gaspésie) or
418-986-4444 (Îles-de-la-Madeleine)

Montérégie

450-347-0670 or
1-800-263-0670 (toll-free)

Estrie

819-823-2047

Chaudière-Appalaches

418-387-8414 or
1-888-841-8414 (toll-free)

Montréal

514-861-5998

Jamésie/Nord-du-Québec

418-748-4670 or
1-866-272-4670 (toll-free)