



REPOSSESSION OF THE DWELLING BY THE LANDLORD

Marc and Claudia have been tenants in the same dwelling for the past 10 years. Two days ago, they received a notice of repossession of the dwelling from their landlord.

The landlord informed them that he will repossess their dwelling at the end of the lease, so his 18-year-old son, who is a full-time student, can live there.

Marc and Claudia are quite upset. They have been living in this dwelling for many years and do not want to move, particularly because they have a good rent!

They therefore wonder what they can do and if their landlord can do this.

In fact, repossession of a dwelling is a right that landlords have under the law.¹ A landlord can repossess a dwelling of which he is the owner in order to live in it himself, or to house his children or parents, or a relative or person connected by marriage for whom he is the main support.

To do so, he must give a notice to the tenants of the dwelling at least six (6) months before the expiry of the lease if the lease has a fixed term. If the term of the lease is six months or less, the notice must be given one month before the expiry of the lease. If the term of the lease is indeterminate, the notice must be sent six months before the repossession.

The tenants then have one month following receipt of the notice within which to notify the landlord of their position regarding the repossession. If they do not answer, their silence is deemed to be a refusal of the repossession.

In the event of a refusal, the landlord has one month from the refusal to go to court to have the court decide the matter. At that time, the tenants can contest the repossession (for example, if Marc and Claudia are of the opinion that their landlord does not really want to house his 18-year-old son in the dwelling, or if another dwelling is vacant²).

Note: These are rules dealing with repossession of a dwelling. In cases of eviction (to enlarge, subdivide or change the destination of the dwelling), the rules are different.

If the repossession is granted, the law does not provide a fixed amount for the indemnity. It is up to the court to determine reasonable terms based on the circumstances. Thus, the court may grant moving expenses, an additional period of time before the repossession takes place, cable and telephone connection costs, etc.³

It should be noted that if Marc and Claudia learn, a few months after the repossession, that it was made in bad faith, they can go to court in order to ask for damages.

¹ *Civil Code of Québec*, art. 1957.

² *Civil Code of Québec*, art. 1964.

³ *Civil Code of Québec*, art. 1967.

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* The information set out in this document is not a legal interpretation.

The masculine is used to designate persons solely in order to simplify the text.