

PLAN AND COLLABORATE



Early communication is key



Contact all your tenants who have not renewed their lease

This communication will allow you to find out where your tenants stand, and whether they've already found a new home, whether they're still looking, or whether they can't find a home to suit their needs. This approach enables you to see if you are in a position to offer any assistance to your outgoing tenants who present you with their fears (this could be as simple as providing them with boxes, helping them find available movers or carrying out some housing searches for them).



Contact incoming tenants

Make sure that your new tenants are also getting ready to leave their old home, and that everything is going smoothly on this front. Take this opportunity to find out with them what time they expect to arrive at the new home, so that you can better coordinate the arrival and departure of tenants on the big day.



Write them a "letter of recommendation"

Over the weeks, follow up with your tenants who haven't yet found a home to make sure things are moving in the right direction. If a tenant tells you they're still looking for a place to live, don't hesitate to provide them with a "letter of recommendation" highlighting all their qualities (good upkeep, good payer, calm... these are all assets that will attract the next landlord).



Guide them to resources or knowledge

You can help outgoing tenants by referring them to the resources provided by your municipality. If you have relatives who have unoccupied units and/or temporary options (sublet units or tourist rentals) that could accommodate them in case of need, don't hesitate to put them in touch.

Good to know

Don't forget to set aside some time before the move for a visit to check the state of the premises. **A template for this purpose** is available on the CORPIQ website. People often run out of time on July 1, so it's a good idea to schedule this visit in the days leading up to that date. The landlord is within his rights to take photos of the property to document its condition at the time of departure.

During the visit, if you notice any damage to the dwelling caused by the tenant, try to negotiate with him/her to find possible solutions to avoid recourse to the Tribunal administratif du logement. For example, you could suggest that the tenant make the necessary repairs at his own expense before he leaves, or that he pay you an amount equivalent to a bid you have made to repair the damage.

CORPIQ provides its members with a **sample moving letter** for outgoing tenants.

If you're planning several moves in the same building, it's a good idea to plan time slots to avoid traffic jams in common areas, corridors or elevators, if any, and make life easier for the movers.

If your apartment is in a condominium, don't forget to check with your condominium corporation to find out if there are any additional rules to follow when moving in, and to notify your tenant if necessary.

Don't hand over the keys to your new tenants before the start date indicated in the lease, even if your dwelling is vacant, unless you agree to bring forward the start of the lease, in writing (the tenant's insurance should then be in effect).

If there is a sub-tenant in the unit, make sure that your tenant sends them a notice at least 10 days before moving day, informing them that they must also vacate the premises on that date. CORPIQ provides this **model notice** on our website.

To remember

- Communicating with tenants and following up in the weeks leading up to departure and move-in is the key to a successful move.
- Providing them with support will also help you avoid finding yourself in a more difficult situation, and avoid a domino effect on incoming tenants.
- Remind your tenants of their obligations regarding the condition of the apartment and the proper disposal of their furniture. Many cities refuse to collect abandoned mattresses and furniture, so it's up to tenants to check local regulations and take the necessary steps.

JULY 1ST

BEDROOM
 HALLWAY LIVING ROOM KITCHEN
 BATH DINING ROOM BALCONY
 GARAGE
 ATTIC
 OTHER

MEDIUM-3.0 CU. FT.



For leaving tenants



Clarifying departure date and time

Unlike leases with more “irregular” dates, the classic lease (which begins on July 1 and ends on June 30), while ending on June 30, in practice allows the tenant to leave on July 1. As July 1 is the most popular date in Quebec (for historical reasons), tenants are often only able to move into their new apartment on July 1, so they can’t spend the night of June 30 to July 1 on the street! It is therefore normal practice to allow outgoing tenants to leave early on July 1.



Handing over the keys

Make sure your tenants hand over all the keys they were given when they moved in (don’t forget any extra keys, garage controls, chips for shared entrances or parking, etc.).



Tenants who have to leave will not leave

If a tenant who has not renewed their lease refuses to leave that day and tries to pay you the rent, don’t accept it, to avoid tacit renewal of the lease.

For entering tenants



Date and time of entry

If the new tenant is due to move in on July 1, there’s no need to panic if they arrive to find that the old tenant is still there. It’s normal for the old tenant to still be there in the early morning. The new tenant should still be able to move in while the old tenant finishes moving out - it’s often just a matter of time.

To remember

Avoid panic on moving day and prioritize mutual understanding. The outgoing tenant has the morning to vacate the premises, and must free up as much space and rooms as possible to accommodate the incoming tenant.

Good to know

▶ Remind your tenants that it’s their responsibility to change their address and contact information with Hydro-Québec, Canada Post and their telecommunications provider.

▶ There’s nothing to stop the parties from agreeing to avoid the July 1 moving date! It can be advantageous for all parties involved to avoid this popular date, both in terms of moving costs and to avoid misunderstandings and the stress of this date.

▶ Calling the police if a tenant who is due to vacate is still occupying the premises may not bear fruit. The police don’t usually get involved in this kind of civil issue. In fact, they will often refer people to the Tribunal administratif du logement to guide them towards the right solutions.

▶ Please note that if the mover, hired by the tenant, causes damage to the property, it is the tenant who will be held responsible, and who will in turn have to take recourse against the company he has hired. We also recommend that tenants take out civil liability insurance until the last day of the lease, to cover any accidents that may occur if friends or family help them move, or in the event of damage.

▶ If possible, be present or arrange for someone to be present on moving day to ensure that everything runs smoothly.

DISPUTE RESOLUTION



Tenant refuses to leave despite end of lease



Despite all efforts, the tenant won't leave

A tenant who fails to vacate the premises and with whom no agreement can be reached is liable to legal action. In fact, the landlord can apply to have the tenant evicted at the end of the lease, available here : [TAL-005-E.pdf \(gouv.qc.ca\)](#). This application has priority before the Tribunal administratif du logement (normally heard within 2 weeks of the application being filed), and enforcement of the judgment is generally immediate. The aggrieved landlord can request eviction of the tenant and other occupants of the dwelling.

The new tenant cannot enter the dwelling



The landlord's obligations to the incoming tenant

The landlord has a contract with the tenant entering the dwelling and therefore has obligations towards him or her. If the tenant is unable to move in, the landlord must try to relocate the tenant and help him store his belongings until the situation is resolved. Of course, any agreement between the parties can be reached.



Costs incurred by the outgoing tenant's default

A landlord who has to pay, among other things, relocation costs for the new tenant and/or duplicate moving costs and/or storage costs, can take recourse against the former tenant once they know the total costs incurred. They will have to open an application to the Tribunal administratif du logement and claim the damages from the former tenant. Here's the application to open at this level: [TAL_001_E.pdf \(gouv.qc.ca\)](#)

Good to know

Be careful!

If a tenant who has not renewed his lease does not leave the premises and tries to pay you the rent on July 1, it is not advisable to accept the sum, otherwise the lease will be tacitly renewed.

To remember

If your tenant who was due to leave doesn't leave, try to explain to him the possible impacts and the responsibilities you have towards new tenants due to move in. If all else fails, you have recourse, and may be given priority at a hearing before the Tribunal administratif du logement to obtain the immediate eviction of the defaulting tenant.

WHAT HAPPENS NEXT

The outgoing tenant has left the property in poor condition



Outgoing tenants' obligations regarding the condition of the property

Apart from normal wear and tear, the tenant is obliged to return the property in the same condition in which it was received. Anything beyond "normal" wear and tear is considered damage. This includes general cleaning.



The arrival of the new tenant in these unfortunate circumstances

The tenant has the right to receive the dwelling in a good state of repair and sanitation at the start of the tenancy. Note that in more serious cases (when the dwelling constitutes a serious threat to the health or safety of the occupants or the public), the incoming tenant would be entitled to refuse to take possession of a dwelling deemed unfit for habitation, and the lease would then be terminated by right.



Landlord's recourse

The landlord may take recourse against the tenant who caused the damage. We advise you to keep as much evidence as possible showing the damage and the condition of the dwelling. Of course, you can always try to contact the tenant to reach a satisfactory agreement. If this is unsuccessful, the landlord can carry out the repairs, put the tenant on notice and file an application with the Tribunal administratif du logement (TAL) to hold him liable for the costs incurred. Note that the landlord may also include any rental losses incurred in this application. The application to open at the TAL is as follows: [TAL_001_E.pdf \(gouv.qc.ca\)](#)

Goods were abandoned in the dwelling



If the tenant has left belongings in the dwelling, the landlord may remove and store them to allow the new tenant to move in. It is advisable to draw up an inventory of the belongings and take photographs before removing them from the unit. The landlord should then try to contact the tenant to arrange for them to come and collect their belongings. If the tenant doesn't cooperate quickly, the landlord can send them a 90-day notice, as required by the Civil Code of Quebec, to pay any storage fees and collect their belongings, failing which they become the property of the landlord, who can do with them as he sees fit. Be sure to obtain proof of receipt of this notice, as the calculation of the 90-day period begins on the date of receipt of this notice. If you don't have the tenant's address, you can publish the notice in the local newspaper.

The new tenant has not moved in

If the new tenant does not take possession of the unit on July 1, and has not paid the first month's rent, he will be considered to have vacated on July 2. In effect, the tenant has the entire first day of the month (unless another payment date has been agreed between the parties) to pay the rent. The tenant will then be responsible for all losses incurred until the unit is re-let. The landlord will have to track down the tenant, send him a formal notice and, failing agreement, file a claim for re-rental indemnity and damages with the Tribunal administratif du logement : [TAL-066-E.pdf \(gouv.qc.ca\)](#)

Good to know

- ▶ CORPIQ provides its members with model letters and forms that can help in such situations, such as a model notice for **abandoned property** and a model in the event of **damage to the dwelling**.
- ▶ When signing a lease, the landlord is entitled to request the first month's rent as soon as the lease is signed. This provides some protection for the landlord in the event that the tenant fails to move in, and minimizes losses as far as possible.

To remember

- If the tenant who leaves at the end of the lease has caused damage or left possessions behind, you have recourse against them, if no agreement can be reached to resolve matters amicably.
- A tenant who fails to move in on the agreed date and fails to honour the lease may be held responsible for all losses incurred (rental losses, electricity, bank charges, advertising costs, tracing fees, etc.) until the unit is re-let.