



A LANDLORD REFUSED TO RENT ME AN APARTMENT

Your are on welfare. Can someone refuse to rent you an apartment for that reason?

THE FACTS

A woman on welfare on a single mother of one child, is looking for an apartment. She sees a notice describing an apartment for rent that fills her needs and she decides to contact the landlord. He has her visit the apartment less than an hour later. She tells him that the apartment is just what she's looking for and that she's interested in renting it. She also tells him that she is a welfare recipient. The landlord gives her a form authorizing him to do a credit check on her. He tells her that he'll call her in a few days after he receives the results of his check. A few days later, not having heard from the landlord, the woman decides to contact him and asks him if the flat is still available. He tells her no, and that in any event, he doesn't rent to people on welfare. In his defense, the landlord stated that he never said those words. He maintained that he had already rented the apartment to someone who had visited it before her and that it was no longer available.

THE ISSUE

Did the landlord refuse to rent one of his apartments to the woman on discriminatory grounds? If yes, can the person who was discriminated against because of her social condition obtain damages?

THE DECISION

The claim was allowed.

THE GROUNDS

First, the judge assessed the credibility of the various testimony. He gave greater credence to the testimony of the woman on welfare and that of her family, who

witnessed certain events pertinent to the conflict. According to the judge, those witnesses were calm, precise and presented a consistent version of the facts. On the other hand, the landlord was unclear and imprecise regarding dates and related facts. The judge therefore held that the landlord had refused to rent the apartment on discriminatory grounds. According to the Québec *Charter of Human Rights and Freedoms*, no one may refuse to "make a juridical act" because of a person's social condition. That is precisely what the landlord did by refusing to sign a residential lease with a person receiving welfare. The woman discriminated against was entitled to moral and punitive damages. She was humiliated, hurt and upset by the refusal. In addition, by his actions, the landlord had infringed her "right to the safeguard of her dignity". The judge therefore granted her \$3,000 in moral damages and \$1,000 in punitive damages because the infringement was unlawful and intentional.

References

Commission des droits de la personne et des droits de la jeunesse v. Bernier, Tribunal des droits de la personne du Québec (T.D.P.Q.). Laval 540-53-000020-044, January 10, 2005, Judge: Simon Brossard, Mtre Daniel Fournier and M. Jean Decoster, appraisers (J.E. 2005-335; available on the Web at the following address: www.jugements.qc.ca)

Charter of Human Rights and Freedoms, (R.S.Q., chapter C-12), sections 4, 10, 12 and 49.

The judgement discussed in this article was rendered based on the evidence submitted to the court.

Each situation is unique. If in doubt, we suggest you consult a legal aid lawyer.

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