



MY DWELLING IS BEING RENOVATED

Your landlord is carrying out major work to expand the building in which you are living. As a result, you suffer a number of inconveniences, and certain changes are made to your dwelling contrary to your wishes.

THE FACTS

The owner of a residential building decided to carry out work to expand the building. As a result of such work, the tenant's bedroom window was partially covered over by concrete blocks while the other part of the window now opened onto the indoor passageway of the extension built by the landlord. The tenant stated that due to this change, she could no longer sleep in her bedroom. Furthermore, she alleged that while the work in question had been carried out, she had suffered harm because of the noise and dust and because she had lost the use of her parking space. She asked for a rent reduction of \$90 per month for the loss of use of part of her dwelling. She also claimed damages in the amount of \$4,410 from her landlord for the inconvenience suffered during the renovations.

THE ISSUE IN DISPUTE

Was the tenant entitled to such a rent reduction?

THE JUDGMENT

The motion was allowed in part. The judge reduced the rent by \$90 per month, as the tenant had asked, until such time as she were to move out of her dwelling. For past events, he awarded \$1,200 in damages and reduction in rent.

THE REASONS

A landlord is forbidden from changing the form or destination of a dwelling during the term of the lease. By making it impossible for the tenant to use one of the windows, the owner had changed the form of the dwelling. The tenant was no longer able to open

the window in her bedroom and consequently, she no longer slept in that room. The court concluded that the landlord had not provided peaceable enjoyment of the dwelling and had not satisfied its obligation to warrant that the tenant could use the dwelling for the purpose for which it had been leased. The tenant suffered a loss of enjoyment of her dwelling because of the noise and dust and because of the fact that she could no longer sleep in her bedroom. The court awarded her a reduction in rent of \$90 per month for this loss of enjoyment. She was also awarded damages in the amount of \$1,200; this amount included the reduction in rent for the months prior to the judgment.

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from changing the
form or destination of a dwelling
during the
term of the lease.*

References

Ireland v. SCHR-Immogest, Régie du logement (R.L.) Beauharnois
27-030702-003G, 2004/11/04, Decision rendered by: Me Anne Morin,
commissioner (AZ-50302703, [2005] J.L. 6)

Civil Code of Québec, (S.Q. 1991, c. 64), art. 1854, 1856, 1863, 1922 et seq.

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.

Contact us

Commission
des services juridiques
2, Complexe Desjardins
Tour de l'Est, bureau 1404
C.P. 123, Succursale Desjardins
Montréal (Québec) H5B 1B3

514 873-3562
514 873-8762 (fax)
www.csj.qc.ca

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