



# GUIDE

## How to do a Lease Transfer or Sublease

*in the Private Market*

**Guide prepared by the Plateau  
Mont-Royal Housing Committee in  
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**COMITÉ LOGEMENT  
DU PLATEAU MONT-ROYAL**

## What is a lease transfer (assignment) ?

A lease transfer involves a tenant (the transferor) **permanently** transferring all their rights and obligations to a new tenant (the transferee) who then assumes all the responsibilities related to the lease.

## What is a sublease?

A sublease involves a tenant **temporarily** subletting their entire dwelling or a portion of it to another person (sub-tenant). The tenant remains responsible for all obligations (rent payment and compliance with lease terms) and retains their rights.

- \* Sub-tenants also have rights. While a verbal agreement is legitimate, it is highly recommended to sign a formal sublease agreement to ensure that both parties respect the agreement.

# 1

## FILLING OUT THE FORMS



### Notice of lease transfer

Document to **send to the landlord** to notify them of the lease transfer. It must include the **name** and **address** of the person you wish to transfer your lease to, as well as the **date** of the planned transfer.



### Lease transfer agreement

Written agreement between **the transferor and the transferee**. This agreement is **conditional** upon obtaining the landlord's consent.



### Notice of sublease

Document to **send to the landlord** to notify them of the sublease. It must include the **name** and **address** of the person you wish to sublet your lease to, as well as the **date** of the planned sublease.

The law requires that only **2 pieces of information** be given to the landlord when making a lease transfer or subletting :



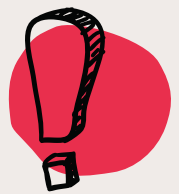
## **The name**

of the proposed person



## **The address**

of the proposed person



## **The landlord**



**Cannot** request further information

*You can provide more if you think it is important*



You **never** have to provide the Social Insurance Number (**SIN**) of the assignee.



**Cannot** justify their refusal because you did not provide more information than that required by law

When you have chosen your candidate for the transfer / sublease, consider **asking the person to do their own credit check**. The credit check should have **two parts**:



**Credit verification**



**Verification of the TAL's database**



You can cross out the **SIN** and other irrelevant information for the credit check.

## Here are some options:



<https://oligny-thibodeau.com/enquete-de-pre-location-express> (49\$)



<https://groupetrak.com/formulaire-de-pre-location/?loc=QC> (64,95\$)



[https://proprioenquete.com/en/home\\_en/](https://proprioenquete.com/en/home_en/) (29,99\$)

When you have verified that the person has the ability to pay and that they have no problematic history, **you can send the credit check with the notice of transfer of the lease to the landlord**. This prevents him from lying to you about the reasons for their refusal (if any).

✳ It is possible that the landlord may want to conduct their own credit check anyways, even if you have already sent one. In some cases, this may be justified.

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# SENDING THE NOTICE OF LEASE TRANSFER OR SUBLEASE TO THE LANDLORD



The most important thing when sending the notice is to be able **to prove that your landlord received the documents.**

## There are different ways to send the notice:

### 1. In person

- Make sure to obtain a signature from the person confirming the receipt of the documents. This person can be the landlord or one of their employees (rental agent, concierge, etc.).
- Generally, this method is free, or you may incur minimal costs for printing two copies of the documents (one for you and one for the landlord or their employee).

### 2. Registered mail

- Ensure that you pay for a signature upon delivery. After the delivery has been made, go to the Canada Post website, enter your tracking number, and save the delivery certificate.
- The cost is around \$15, depending on the destination address of the landlord or recipient.

### 3. Bailiff

- This option is definitely the safest, especially if you are concerned that your landlord may not pick up their registered mail or may try to avoid receiving the notice. However, sending documents through a bailiff can be quite expensive.
- Expect around \$80+ for bailiff fees, but you can request reimbursement for these expenses from the TAL if you win. The fees cover opening the case and may also include mileage. You can choose a bailiff closest to the landlord's address to reduce costs. You can find bailiffs' contact information here: [chjq.ca/bottin-des-huissiers-de-justice](http://chjq.ca/bottin-des-huissiers-de-justice)

### 4. Electronically

- You can also provide notice via text message, email, or even Messenger (Facebook).
- However, it is crucial to have evidence that the landlord received the notice, such as a response to the sent message or a read receipt (on certain applications).
- This option should be used as a last resort, as clerks and judges may not be familiar with technology and may reject proof that the message was "read" (read receipts).

Once the notice is sent, the owner has **15 days** to say yes or no (with an explanation). They can only refuse for a **serious reason**.

**In the vast majority of cases, there can be only two serious reasons for refusing :**

 **Bad credit (or inability to pay)**

- Important nuance! We are not talking about the absence of an excellent credit score!
- If there's no credit history: You can prove the capacity with bank statements, proof of employment, or have a guarantor

 **Bad history as a tenant**

- Eviction due to non-payment of rent.
- Behavioral issues



A clause in a lease that prohibits lease transfers or subletting is considered **invalid** by the Tribunal administratif du logement (TAL) since it is against the law.



**What to do if the landlord does not respond within 15 days after receiving the notice?**

If the landlord does not respond within **15 days** after receiving the notice, they are deemed to have **accepted** the lease transfer or sublease.



## What to do if the landlord responds after the 15-day deadline?

If the landlord responds **after the 15-day** period following the receipt of the notice, their refusal is **invalid** as the law considers it to have been already accepted.

The landlord has the right to seek reimbursement of their **reasonable expenses** for the transfer/sublease. However, **they can do this only after accepting** the transfer/subletting. A tenant's refusal to pay before acceptance is not a serious reason for refusal.



A clause in a lease that **fixes an amount** for a transfer or sublease is normally considered **invalid** by the TAL (against public order), because one cannot decide in advance what will be a "reasonable" sum.



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## OPEN A CASE AT THE TAL TO HAVE THE LEASE ASSIGNMENT VALIDATED

If you believe the landlord does not have a “serious reason”



We recommend that the person transferring the lease (transferor) or subletting **opens a case at the TAL to validate the lease transfer/sublease\***

- \* The transferee (the person taking over the lease) could also open the case at the TAL. However, we recommend that you **contact us** for more information as the process can be more complicated.
- \* Please refer to our guide **["How to open a case at the TAL"](#)** for more details.

## The conclusions to put in “**Object of the application**”



Declare the lease transfer (or sublease) valid



Order the landlord to pay costs (court fees and notification)



Order the provisional execution of the decision notwithstanding appeal

Lease transfer and sublease cases are considered priority cases by the TAL. However, there will be a delay before the case is heard. If you are **confident that the candidate meets the criteria**, you can decide to proceed with the transfer/sublet and move while waiting for the TAL to authorize the transfer/sublet.

***Case law is consistent on the serious reasons for refusal : inability to pay and bad prior behavior.***

The person who moves in **can try to pay the rent**. If the landlord agrees, there are TAL decisions that say this is an **implied acceptance** of the transfer/sublease.

If the landlord refuses to take payment, then you must pay the landlord and have the new person pay you while you wait for the TAL to rule.

### **CAUTION**

**Be aware that there is always a risk if you decide to proceed in the face of the landlord's refusal.**

**The outcome of a hearing at TAL can never be guaranteed. The consequences of a refusal are difficult to assess.**



## What to do if the landlord does not accept the rent?

If the landlord **refuses to accept the rent** from the transferee **after the lease transfer is validated**, you will need to fill out a **rent deposit notice**.

If the landlord does not cash the rent within **10 days of receiving this notice**, you must file a **rent deposit application** with the TAL to obtain authorization to deposit your rent there.

The rent deposit can be made at **all TAL offices** using the following payment methods :

- **cash**
- **cheque**
- **bank draft**
- **postal money order**

✳ **All payments must be made payable to the Minister of Finance.**

✳ **The deposit must be accompanied by a copy of the decision authorizing it.**

Once the rent is deposited, the landlord will have to contact the TAL to retrieve it.



You have any questions?



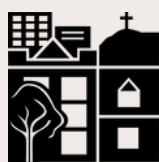
**Contact us!**

**514 527-3495**

4450 St-Hubert Street, Suite  
328 Montreal, QC H2J 2W9  
(Tiohtià:ke - Unceded Territory)

clpmr.com

clplateau@clpmr.com



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DU PLATEAU MONT-ROYAL