

LIVING IN A PSR

Tips and guidelines.
Rights and responsibilities.

CAAP's assistance and complaints program
for tenants of private seniors' residences (PSRs)

6



CAAP
SUR **LE BAIL**

Information.
Assistance.
Support.

This reference sheet goes over things to watch out for when you decide you want to live in a PSR. It covers everything from the lease (signing it, the rights and obligations that come with it, and the deadlines to watch out for when renewing it) to the best way to come to an agreement in the event of a dispute or situations that make it possible to end your lease early.



CHOOSING TO LIVE IN A PSR

Finding a residence

Like many others, you've decided to live in a **private seniors' residence or PSR**. Before you start looking, it's very important to determine what kind of services and care you want or need based on your state of health. Then find out about the different residences available in the area where you want to live (types of residences, number of tenants, location, services provided or available).

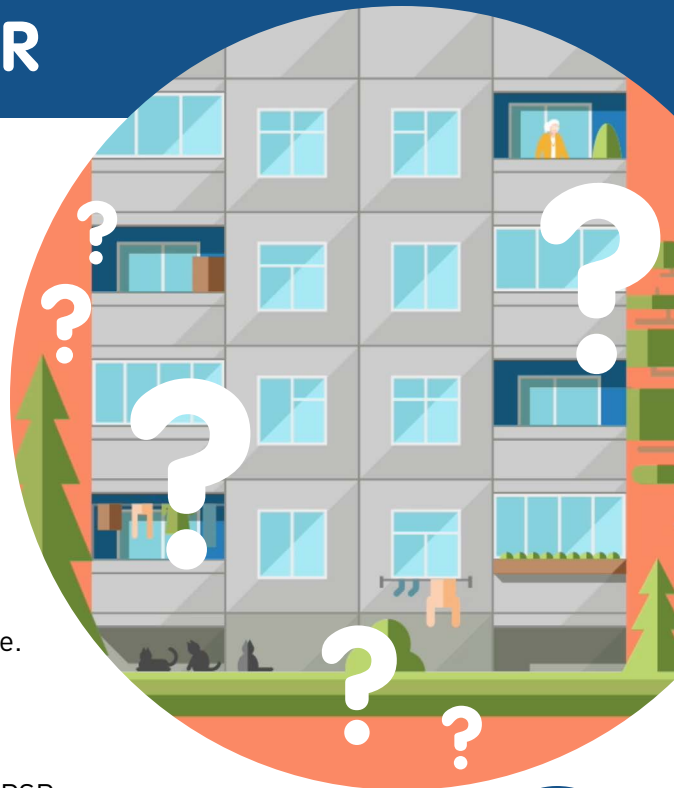
Don't hesitate to ask a family member or informal caregiver for help. They know you well and should be able to give you good advice.

Selecting services

You should also keep in mind that the services and care provided in PSRs may vary from residence to residence. You have to figure out what you need. So it's important to **make a fair and reasonable assessment of your needs—and budget**.

Most of the time, you'll be able to **choose to have the cost of regular services included in your monthly rent**. There's also an "à la carte" option for services you rarely use. However, keep in mind that the option to have services and care included in the lease is often a better deal than the "à la carte" option if you expect to use them on a regular basis. And remember that **monthly fees will not change for the duration of your lease**, whereas a PSR's "à la carte" prices can change throughout the year. You should ultimately decide what's best **for you and your specific needs**.

You're **free to choose any number of the services** provided at the PSR, or even none at all.



Residential
lease form

Appendix 6

PSR

Residence rules

SIGNING A LEASE

One lease, three documents

Before you sign, you should know that a PSR lease consists of two documents that together form a whole. They must be presented and explained to you **BEFORE you sign** the lease. Here they are.

- The **RESIDENTIAL LEASE FORM**, which lays out the general terms and conditions, including the services associated with the unit. This lease form also includes the **Appendix of Tenant Services**, which identifies the services and care options you've elected to receive.
- and the **RESIDENCE RULES**, which outline the rules for living at the PSR

Freedom and will to sign

Take the time to **CAREFULLY read over all documents and make sure you UNDERSTAND everything BEFORE** you sign your lease.

Since the lease is a contract, it's important that you are able to sign it **WITHOUT ANY PRESSURE OR CONSTRAINTS.**

You need to feel completely free in your decision to sign it.

If you're unfamiliar or uncomfortable with this process, you have **the right to get help** from a family member or caregiver.





UPHOLDING RIGHTS AND OBLIGATIONS

All contracts also come with **rights and obligations for both parties**. Here are some examples :

Respect

You have the **right to respect**, which means that PSR staff and management are required to treat you with **courtesy, dignity, and respect**.

Condition of the dwelling

You must also **keep your unit in good condition**. But your landlord is responsible for **doing any necessary repairs**.

The terms and conditions of your lease are valid for the duration of your lease. They cannot be changed by the landlord **during the lease period**.

Right to stay in your home

You have the **right to stay in your unit** and the responsibility to pay your rent and for any services you choose every month. Also, just because a tenant refuses a rent increase, that doesn't mean they can be kicked out. Only Tribunal administratif du logement can rule on an eviction.

Enjoyment of the premises

The residence must also allow you to **fully benefit from your dwelling and the residence's common areas**. You have the right to privacy and to have friends or family members visit. Except in emergency situations, the residence **must give you at least 24 hours' notice** before entering your unit.

Abiding by the contract

The terms and conditions of your lease are **VALID FOR THE DURATION OF YOUR LEASE**.

They cannot be changed by the landlord **during the lease period**.





RENEWING A LEASE

First and foremost, you need to know that the PSR cannot change the terms and conditions of your lease (cost of rent, rates for selected services and care, general terms and conditions) during the lease period. The lease is a contract, so **the terms and conditions of the lease must remain unchanged throughout the lease period.**

Procedure followed by the PRS

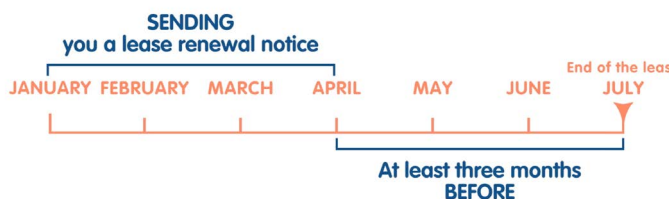
However, when sending you **your lease renewal notice**, the landlord may, for example,

notify you that they want to **raise the cost of your rent and the services** you signed up for.

As you can see in the chart, the deadline for sending the renewal notice depends on the length of the lease.

Generally, they must do so in **writing and, if you have a 12-month lease, for example, they must NOTIFY YOU AT LEAST THREE MONTHS BEFORE the end of the lease.**

12-month lease, for example



Deadlines and consequences

As a tenant, you have **ONE month** from the date you receive your notice **to submit your response in writing** to the PSR owner or manager.

Even if you intend to accept the proposed changes, it is still best to notify the PSR manager of your decision. In such cases, you may wish to simply notify them verbally. However, if you intend to decline the proposed renewal notice, you are required to do so in writing.

If you fail to do so, the PSR owner will be **entitled to consider that you have accepted the new terms of the renewal notice, which will automatically go into effect in the next year of your lease.**



Three choices

- ❑ **AGREE TO and RENEW**
- ❑ **DECLINE and LEAVE**
- ❑ **DECLINE and STAY**

Options available

After careful consideration or discussion with a family member, caregiver, or (better yet) a local CAAP advisor, you will need to give the PSR manager your answer.

After reading the new terms, you have **three choices** :

- **AGREE TO** the changes **and RENEW** your lease
- **DECLINE** the changes **and LEAVE** the PSR
- Or, with some exceptions, you can **DECLINE** the changes **and opt to STAY** in your unit

Keep in mind that you have every **right to stay in your unit, even if you dispute** the renewal notice.

This is what is called **the right to security of tenure**.

The right to SECURITY OF TENURE



Your landlord **CANNOT THREATEN YOU WITH EVICTION OR EVICT YOU** for declining the changes in your lease renewal.

Try to find common ground

You can always try to reach an amicable agreement with the PSR manager. However, this negotiation step **is not mandatory or binding**.

BOTH PARTIES MUST agree to it **BEFORE** such discussions can begin. Both parties must also be **respectful of each other** and genuinely open to finding a solution.

But if you are uncomfortable with this process, you can ask a friend or family member you trust **or a CAAP advisor in your region to help and guide you through it**.

If new conditions are proposed after these discussions, **be sure to get everything in writing**. Then, **ask for and take the time to think everything over BEFORE signing** the new lease.

Also keep in mind—and **this is very important**—that as a tenant **JUST BECAUSE YOU ARE TRYING** to come to an agreement **IT DOES NOT MEAN YOU HAVE TO AGREE TO** what is offered.

That's called **YOUR RIGHT OF REFUSAL**.

If you are unable to reach a mutually acceptable agreement, **it is the manager's responsibility—NOT YOURS**—to bring the matter to the attention of *Tribunal administratif du logement*. The manager is also required to **demonstrate the merits of the claim**.

If such is the case, you will be notified.



ENDING YOUR PSR LEASE EARLY

That said, as you know, your health condition may **affect your level of independence or require special care.**

With some exceptions, most PSRs are reserved **for autonomous or semi-autonomous seniors.** The type of services they generally provide reflects this.

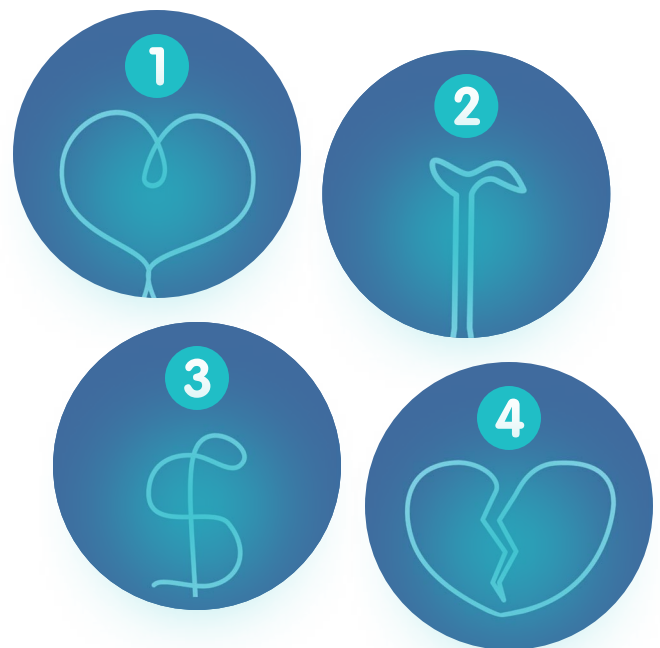
However, unless the residence where you currently live can provide the specific services required by your health condition, **you may decide to end your lease early.**

The law provides for **EXCEPTIONAL SITUATIONS CIRCUMSTANCES¹** in which the lease can be terminated early.

- 1 For **health reasons**
- 2 Due to a **disability**
- 3 If you have secured a **place in a low-cost housing facility**
- 4 If you are in a **situation of domestic or sexual violence**

If any of these situations match yours, you must **immediately notify** the residence of your intention to cancel your lease **and provide the required documents for your situation.**

(...)



1. A decision by Tribunal administratif du logement allowed a PSR tenant who did not meet these exceptional circumstances to terminate his lease so he could move to another PSR, even though the new PSR does not offer more services or care than the former. For more information, contact your local CAAP.



NEED HELP?

Find out how CAAP can help you

If you have any questions about renewing your lease, are dissatisfied with a service you received (or did not receive), or want to report unacceptable treatment, feel free to **contact your local CAAP**.

CAAP staff can **INFORM** you of your rights and obligations and how to make sure they are respected, **HELP** you prepare your file, and **SUPPORT** you if you want help making sure your PSR lease is upheld if you decide to take action.

CAAP **advisors** are **professionals** who **listen to** and **care about the people who come to them for help**. Our services are **free** and **confidential**.

WE are here to help YOU every step of the way, no matter what YOUR decision.

To learn more :

- See these guides
“*Signing a lease at a private seniors’ residence*”
- View this video
“*Being a lessee in a private seniors’ residences*”



CAAP SUR LE BAIL

**Information.
Assistance.
Support.**

To contact your local CAAP

- Visit fcaap.ca/Join-us for a list of CAAP offices.
- Call us toll free : **1-877-767-2227**

With the participation of:

Québec 

Centres d'assistance
& d'accompagnement
aux plaintes

caap