

Desjardins v. Amilis Inc.

2026 QCTAL 8220

TRIBUNAL ADMINISTRATIF DU LOGEMENT

MONTREAL OFFICE

Our files: **705709 31 20230405 G**
753182 31 20231220 G

Our demands: **3897305**
4152259

Date: March 12, 2026

Before the administrative judge: Suzanne Guévremont

MÉLISSA DESJARDINS

Tenant - Plaintiff

(705709 31 20230405 g)

Defendant

(753182 31 20231220 g)

c.

AMILIS INC.

Landlord - Defendant

(705709 31 20230405 g)

Applicant

(753182 31 20231220 g)

and

CANADIAN SOCIETY FOR THE PREVENTION OF CRUELTY
TO ANIMALS

Interested party

DECISION

[1] In the 705709 case, the Tenant Party (hereinafter "Mr. Desjardins")^[1] ") seeks the annulment of the clause in the lease prohibiting animals on the grounds that it is contrary to the *Charter of Human Rights and Freedoms* (hereinafter the Quebec Charter) or, in the alternative, abusive.

[2] In the 753182 case, the plaintiff (hereinafter "the Lessor") requested the termination of the lease on the grounds of non-compliance with the lease and its clause prohibiting animals in the dwelling.

[3] These files were consolidated in accordance with section 57 of the *Act respecting the Administrative Housing Tribunal*^[2] (hereinafter referred to as "LTAL").

[4] While the Tribunal has taken note of all the evidence and evidence before it, reference will be made in this decision only to those relevant elements on which it is based.

REASSIGNMENT

[5] The hearings have begun before the administrative judge Camille Champeval. Following his appointment to the Court of Québec, the files were reassigned, as provided for in section 81 of the LTAL.

[6] With the agreement of the parties, it was agreed that after listening to the recordings of the sessions presided over by our former colleague, the inquiry would resume where it had been, without the need to restart the testimonial and documentary evidence already filed in the file.

FACTUAL AND JUDICIAL CONTEXT

[7] Mr. Desjardins lives in his apartment following an assignment of the lease on June 24, 2011^[3] and has always had animals despite the ban on his lease^[4] and building regulations.^[5]

[8] Since Mr. Desjardins has occupied the dwelling, three landlords have succeeded each other, first Michel Girard until March 18, 2022, then Slimane Boudraa (hereinafter "Boudraa") and finally the Landlord since October 6, 2023.

[9] Mr. Desjardins testified, without being contradicted, that in Michel Girard's time, all tenants in different units owned at least one pet (cat or dog).

[10] Laurence Girard, who managed the building for her father Michel Girard, also testified that she noticed the presence of a dog in the dwelling in question in the first year of occupation of the said dwelling by Mr. Desjardins. However, it turns out that neither she nor Michel Girard asked that they get rid of the animal.

[11] On October 5, 2022, unlike his predecessor, Boudraa issued a formal notice to Mr. Desjardins to get rid of his cat and dog.^[6]

[12] On November 8, 2022, Mr. Desjardins refused in writing to comply with the formal notice.^[7]

[13] On December 9, 2022, Boudraa filed an application with the Administrative Housing Tribunal seeking an order from Mr. Desjardins to respect the clause in the lease that prohibits the presence of animals in the dwelling. This application is file number **668529**.^[8]

[14] On March 24, 2023, Boudraa filed an amendment to the application, seeking instead the termination of the lease and the eviction of Mr. Desjardins.^[9]

[15] On April 5, 2023, Mr. Desjardins filed the application in the file **705709**. As part of this request, Mr. Desjardins also asked that his file be combined with the 668529 file.

[16] On June 7, 2023, the Montreal SPCA (hereinafter "SPCA") requested leave to intervene in Boudraa's application and Mr. Desjardins' application.

[17] On June 8, 2023, Boudraa withdrew his request.^[10]

[18] On October 6, 2023, Boudraa sold the building to the Lessor.

[19] On October 20, 2023, the SPCA obtained the Court's authorization to intervene in the litigation in order to bring a unique perspective as an organization dedicated to the protection of animals and as a shelter that takes care of animals abandoned due to moving.^[11]

[20] On November 28, 2023, Mr. Desjardins filed an amendment to his application to replace the defendant Boudraa with the Landlord.

[21] On December 20, 2023, the Landlord filed the application in the file **753182**.

[22] On January 17, 2024, Mr. Desjardins requested that the 705709 and **753182** files be combined.

[23] On February 22, 2024, at the beginning of a hearing, the Landlord presented a preliminary plea orally. She submits that this Tribunal is not the appropriate forum to rule on the application instituted by Mr. Desjardins. Administrative judge Champeval rejected this argument on the bench, considering that there was clearly a dispute underlying Mr. Desjardins' request for a declaratory judgment. With the consent of the parties, the 705709 and **753182** files are then joined.

[24] On May 24, 2024, at a management conference, the files having been reassigned to her, the undersigned informed the parties that she endorsed Justice Champeval's decision as to her jurisdiction to dispose of Mr. Desjardins' application for the reasons already expressed by her colleague at the hearing of February 22, 2024, but to be further detailed in this decision.

TESTIMONIES AND EVIDENCE

Testimony of Christophe Lienard

[25] He manages the building on behalf of the Lessor, a company of which he is also a director.

[26] It is a building with five dwellings distributed as follows: a large unit on the ground floor, two 4 1/2 room units on the first floor, including the one rented to Mr. Desjardins, and two 4 1/2 units on the second floor.

[27] Since January 2024, he has lived in one of the apartments above the one occupied by Mr. Desjardins. Their relations are cordial. They communicate mainly in writing.

[28] He knows that Mr. Desjardins owns a dog, having seen it once, during the inspection of the building. He also noticed the presence of the cat in the home during work in December 2023.

[29] The other tenants do not have pets. Their leases prohibit them.

[30] He is asking for the termination of the lease, even though he is not suspicious of animals and has nothing against them. He wants to keep control, which means respecting the lease and the rules that prohibit animals. Through this approach, he also wishes to ensure the sustainability of the building and a certain calm in the building.

Laurence Girard's testimony

[31] She is the daughter of Michel Girard. She was the one who managed the building when her father was the owner.

[32] She remembers seeing a dog at Mr. Desjardins' house in the year following her arrival in the apartment. That day, she reminded him that animals were forbidden, but nothing more.

[33] She has never noticed any problem caused by the animal, nor has she received a complaint about it.

Laurence Massé's testimony

[34] She has been employed by the SPCA since November 2021 and its Executive Director since October 2023.

sections: an animal shelter, an investigation office and a component dedicated to animal protection. As part of his mission, he frequently publishes press releases about the animals admitted to the shelter.^[12]

[36] For each animal abandoned at the SPCA counter, the organization collects information, including the reason for abandonment and the age of the animal, if known. However, according to the information obtained, more than 400 animals are abandoned each year at the SPCA counter because their caretakers cannot find a home that accepts a pet. This is more than one animal per day, with an upsurge during the moving period.

[37] This is of great concern to the SPCA and its community. Moreover, on June 7, 2022, a petition asking the Quebec government to nullify and void any clause in the residential lease prohibiting the possession of a pet, was tabled in the National Assembly of Quebec.^[13] With its 33,157 signatures, it is by far the petition that attracted the most signatures to the SPCA.

[38] Although it was not adopted, Bill 494, which has the same objective as the petition, was also tabled in the National Assembly.^[14]

[39] To complete her testimony, she produced a press release from the Association des médecins vétérinaires du Québec on small animals according to which more than half of households in Quebec own a cat or a dog.^[15] However, in the absence of the author, the Tribunal does not give it any probative value.

Testimony of Mr. Desjardins

[40] The housing was announced on social networks, for an assignment of the lease effective July 1, 2011. The assignors were themselves moved in following an assignment of lease, which is why neither their names nor hers appear on a lease produced by the Landlord mentioning that animals are prohibited. It is not their lease, but that of an older tenant.

[41] As for the building by-law, it was presented to her for signature on June 22, 2011 by Laurence Girard, without the clause prohibiting animals being brought to her attention. Otherwise, they wouldn't have signed it. At that time, her baby cat and a dog named Agua were already part of her life.

[42] Agua died in 2018, Baby in 2024. They were also a foster family for a dog before the arrival of their dog Paul who is still alive and who accompanies him everywhere, even on trips.

[43] Mr. Desjardins exhibited, commented at length and submitted to the audience several photos of the cat Baby^[16] and the dog Paul.^[17] To justify the large number of photos taken over the years, they declare that they consider them their children. It is therefore normal to photograph them often, as a parent would.

[44] Her pets are part of her family, bringing her joy and well-being, helping her overcome her anxiety, live in the moment and communicate with others. Forcing him to get rid of it is forcing him to leave his home. This is very devastating emotionally and psychologically.

[45] To support his testimony and demonstrate the benefits of his animals, Mr. Desjardins filed the medical notes of two doctors, a psychiatrist and an occupational therapist in the absence of their authors, in accordance with section 78 LTAL.^[18] As the Landlord did not object to the filing of these four documents, it is appropriate to reproduce them here:

[46] Dr. Sean Yaphe's March 27, 2023 post:

« [...] Mr. Desjardins has been consulting us since January 2023.

Because of his health problems, including anxiety/depression/chronic PTSD, it is recommended to have a pet (dog and cat) to help him overcome these various problems. It is recognized that the fact that M has animals contributes to reducing the various symptoms experienced on a daily basis. »

[47] Dr. Ashlev Wvnnne's June 22. 2022 Motion:

« [...] I am Mr. Desjardins' family physician. M has the support of a therapeutic pet recommended by his treatment team. Her dog is part of her mental health treatment plan and the loss of this treatment modality could significantly affect her health.

Thank you for your understanding. »

[48] The order of February 1, 2023 from Marie-Ève Blain Justin, psychiatrist:

"[...] Pet therapy can be a very supportive modality for people living with a mental health disorder. »

[49] The post by occupational therapist Marie-Ève Hébert, from the Behavioural Reactivation Program at Notre-Dame Hospital:

« [...] I believe that the presence of pets tends to encourage people to structure their daily lives more, to adopt a more active/balanced lifestyle routine, to come out of isolation and thus to resume more satisfying functioning, which promotes well-being and a better quality of life. »

[50] Mr. Desjardins also wishes to produce a written statement dated June 20, 2022 from Michael McCarthy, theatre therapist and a written statement dated December 18, 2015 from Omer Elad, community worker in Portland, Oregon.

[51] Unlike the previous documents, the Landlord objects to the production of these documents, asserting its right to cross-examine these persons.

[52] The objection is allowed for the following reasons:

[53] Section 36.1 of *the Regulation respecting the procedure before the Administrative Housing Tribunal* (RPTAL) sets out the conditions that must be met in order for the filing of a written statement to be accepted in lieu of testimony. This article reads as follows:

« **36.1.** Unless the other party consents to the production of the statement, where a party intends to apply to the Tribunal for leave to produce a statement in lieu of evidence, the party shall, as soon as practicable before the hearing, notify or disclose the document to the other party. However, if circumstances warrant, a member may, upon oral request, decide otherwise on the terms and, if necessary, decide on the time limit for disclosure.

Any other document, in particular a written document or a material element of evidence, shall be produced at the hearing without further formality. »

[54] In deciding on the application of section 36.1 of the Regulation, case law is often guided by the criteria set out in article 2870 of the *Civil Code of Québec* (C.C.Q.), which states:

« **2870.** A statement made by a person who does not appear as a witness, on facts about which he could lawfully have testified, may be admitted as evidence, provided that, on application and after notice has been given to the opposing party, the court authorizes it.

The judge must, however, ensure that it is impossible or unreasonable to require the declarant to appear as a witness, and that the circumstances surrounding the statement provide sufficiently serious guarantees for the statement to be relied upon.

These guarantees are presumed to be presented, in particular, documents drawn up in the course of a company's activities and documents inserted in a register required by law, as well as spontaneous and contemporaneous declarations of the occurrence of the facts. »

[55] In *Parent v. Sheehy*^[19], the Court of Québec summarized the three conditions necessary to receive an out-of-court statement in evidence under article 2870 C.C.Q. Here they are:

[56] The party who wants to file it must prove that the appearance of the declarant is impossible or unreasonable.

[57] The statement must be reliable.

[58] The statement must relate to facts about which the person could have lawfully testified.

[59] In this case, Mr. Desjardins' lawyer sent the Landlord's lawyer the written submissions to testify within a more than reasonable time. Nor does it prove that it is impossible to obtain the attendance of the declarant Michael McCarthy as a witness. He lives in Montreal. The first condition is not met. The Tribunal must therefore reject his declaration.

[60] The same conclusion must be reached with respect to the declarant Omer Elad, although he resides in Tel Aviv, according to what is alleged by Mr. Desjardins. Admittedly, case law has already decided that a written declaration meets the criterion of necessity when the declarant lives abroad. However, the situation has changed, considering that a party can now request that his witness be heard by videoconference for a serious reason. That is why Mr. Elad's removal is not in itself a reason to allow the application of article 2870 C.C.Q.

ARGUMENTS

Landlord's position

[61] There is no doubt that there is proof of the presence of animals in the dwelling concerned, even though the lease and the building regulations prohibit them.

[62] Mr. Desjardins has not shown that the application of the clause was waived by any of the successive landlords in this building.

[63] Case law has repeatedly recognized that the clause prohibiting the presence of animals in a residential lease is valid and must be respected^[20], that the landlord does not have to prove prejudice^[21], that the waiver of the right to apply it must be express and unequivocal^[22], that the fact that other tenants have custody of animals does not in itself create a waiver by the landlord of the application of the clause^[23] and that such a clause is not abusive or contrary to the *Quebec Charter*.^[24]

[64] The clause is legitimate, since no law in Quebec prohibits it.

[65] Since Mr. Desjardins admitted that he had not had a dog for a certain period of time, except as a foster family, they can hardly invoke the defence of pet therapy to counter the prohibition clause in the lease and in the by-law.

[66] Mr. Desjardins' relationship with his animals is usual in normal life for any person.

[67] The written statements issued by health professionals that were produced by Mr. Desjardins have no probative value because they do not mention any follow-up, prescription or intervention plan.

[68] Thus, in the letter from Dr. Yaphe, who is now Mr. Desjardins' family physician, there is only one recommendation to have a pet. There is no explanation that an animal is required. Similar comments apply to Dr. Wynne's memo.

[69] As for the medical prescription of Marie-Ève Blain-Juste, psychiatrist, it can be applied to everyone. The same can be said of the written statement of occupational therapist Hébert.

[70] That being the case, the Tribunal must allow his application and dismiss Mr. Desjardins' application.

Position of the third party intervener

[71] The clause in the lease that prohibits animals in the dwelling violates Mr. Desjardins' right to privacy and is abusive.

[72] The right to adequate housing is recognized, nationally and internationally, as a fundamental right related to human dignity.

[73] Thus, the *Universal Declaration of Human Rights*^[25], article 25, and the *International Covenant on Economic, Social and Cultural Rights*, in article 11, enshrine the right of every person to an adequate standard of living, including adequate housing.

[74] The Covenant also recognizes, in its preamble, the duty of each individual to others and the responsibility to strive to promote and respect the rights recognized in the Covenant.

[75] Interpreting article 11 of the Covenant, the United Nations Committee on Economic, Social and Cultural Rights^[27] recalls that "the right of everyone not to be subjected to arbitrary and unlawful interference with his or her privacy, family life, home or correspondence is a very important aspect of the right to adequate housing".

[76] In 2019, Canada passed the *National Housing Strategy Act*^[28], which states as follows:

« 4 The federal government's housing policy is

(a) Recognize that the right to adequate housing is a fundamental human right affirmed by international law;

(b) Recognize that housing is essential to the inherent dignity and well-being of the human person and to the development of sustainable and inclusive communities;

(c) to support the improvement of the housing situation of the people of Canada;

and (d) to continue to advance the progressive realization of the right to adequate housing, as recognized in the International Covenant on Economic, Social and Cultural Rights. »

[77] This normative framework setting out the fundamental right to adequate housing and its components must guide the interpretation of Charter rights and freedoms, and it is in light of these sources of international and federal law that the scope of the right to privacy must be analyzed.

[78] The right to privacy, enshrined in section 5 of the *Quebec Charter*, is closely linked to the inviolability of the home, a right recognized in sections 7 and 8 of the *Canadian Charter of Rights and Freedoms*^[29] as well as by article 35 of the C.C.Q.^[30]

[79] The courts and doctrine have repeatedly ruled that a person's family life is part of a protected sphere in which a third party cannot intrude. Her home is the privileged place of her private life and she must therefore enjoy autonomy and privacy with respect to the activities and choices exercised within her home.

[80] The Court of Appeal, in *The Gazette v. Valiquette*^[31] states the following:

« Qualified as one of the most fundamental rights of personality rights, the right to privacy still eludes a formal definition. However, it is possible to identify the components of the right to privacy, which are relatively precise. These are the right to anonymity and privacy, as well as the right to autonomy in the organization of one's personal and family life, and the right to secrecy and confidentiality. These include the right to the inviolability of the home, to the use of one's name, elements relating to the state of health, family and love life, sexual orientation. [Citations omitted]

[81] The author Dominique Goubau also expresses himself on the subject:

« 192 – The inviolability of the home – The protection of privacy here concerns the place where the person lives. The law recognises that the individual has a hold on a place whose borders protect him against intrusions by third parties and where he can do as he pleases. Guaranteed by section 7 of the Charter of Human Rights and Freedoms, the inviolability of the home has a dual dimension. It allows the person to maintain a distance between themselves and

others and it defines the contours of the place where they can claim to isolate themselves. In other words, "it is the freedom to have peace at home", regardless of that location.

[...]

197 – The dynamic dimension of private life – As we have pointed out above, the concept of private life, in addition to protection against intrusion, also includes the freedom to arrange one's personal and family life. For example, the right

clause a condition relating to whether or not a person is living in a conjugal relationship therefore violates that person's right to privacy. With regard to the protection of individual autonomy in the organization of personal life, and thus the right of the individual to make decisions that affect his or her private life, it is not surprising that the notion of privacy is now applied to a host of situations ranging from health care to abortion, assisted reproduction, surrogacy, the exercise of parental authority, the choice of place to live, the choice of career, sex life, the decision to die, etc. »^[32]

[82] The Tribunal administratif du logement must rule specifically on the question of whether a clause prohibiting the presence of animals in a dwelling violates a tenant's right to privacy. The infringement of this fundamental right is obvious and flagrant.

[83] The animal is not property, which is recognized from the outset by the *Civil Code of Quebec* in its article 898.1. On the contrary, a pet is a member of the family and the emotional bond between a person and the animal in their life can be extremely deep.

[84] The choice to welcome an animal companion into one's family is an essentially personal decision, motivated by intrinsically private considerations and with a multitude of consequences for a person's intimate life and for the activities they carry out within their home. It is a choice that is at the very heart of the organization of family life, i.e. a decision as to the composition of the family. Therefore, the general prohibition on keeping an animal in a dwelling constitutes an oppressive and unacceptable intrusion into a person's family life, even within his or her home, the privileged place of his or her private life.

[85] The legislator recognizes that "animals contribute to the quality of life of Quebec society" in the preamble to the *Act respecting animal welfare and safety*.^[33]

[86] The general prohibition on keeping an animal in a dwelling is therefore an oppressive and unacceptable intrusion into a person's family life, even within his or her home, the privileged place of his or her private life.

[87] It is implausible to claim that Mr. Desjardins voluntarily gave up his right to own animals. In reality, Mr. Desjardins did not have the opportunity to negotiate this clause and was therefore faced with the heartbreaking choice of finding another home or abandoning his animals. In the context of a glaring shortage of affordable housing, the ability to make this decision freely is all the more illusory.

[88] The Supreme Court in *Godbout v. Longueuil (City of)*^[34], points out that "the party invoking art. 9.1 of the *Quebec Charter*, in an attempt to justify the limitation of a right guaranteed by that Charter, has the burden of proving that the limit is imposed in pursuit of a legitimate and important objective and that it is proportionate to that objective, that is, that it is rationally connected to the objective and that the impairment of the right is minimal.

[89] In this case, the total ban on the presence of animals in the dwelling is clearly not justified, considering that the Landlord does not allege any problem caused by Mr. Desjardins' animals. The only reason given by his agent in his testimony is his desire to maintain control, which cannot be a legitimate and important objective.

[90] In addition, the provisions of the *Civil Code* already provide ample protection for the interests of the Landlord. Municipal by-laws also make it possible to control the presence of animals in a dwelling by prohibiting behaviours likely to disturb or inconvenience the landlord or the neighbourhood.

[91] Therefore, the violation of the right to privacy resulting from the prohibition of animals in a dwelling is not justified under section 9.1 of the *Quebec Charter* and section 1 of the *Canadian Charter* and the clause must be declared invalid.

[92] Article 1901 C.C.Q. gives the Court the power to declare abusive and therefore void a clause in the lease that imposes an unreasonable obligation on a tenant. However, if a clause departs from the *Quebec Charter* and the *Canadian Charter* and infringes a fundamental right without that infringement being justified, it cannot be said that the obligation it imposes is reasonable. To conclude otherwise would be to dilute the protection of the charter and to ignore its quasi-constitutional status.

[93] In this case, the clause impermissibly infringes Mr. Desjardins' right to privacy. The Court may therefore intervene, under article 1901 C.C.Q., and declare the clause that imposed an unreasonable obligation on it to be abusive and therefore void.

Position of Mr. Desjardins

[94] To avoid repetition, it should be noted that Mr. Desjardins' arguments are similar to those of the SPCA, with the exception of the following arguments that complement them:

[95] According to the Supreme Court, the freedom referred to in section 1 of the *Quebec Charter* goes beyond the notion of freedom from physical restraint, but also protects the freedom of individuals to make decisions that are intrinsically linked to their privacy and autonomy.

[96] *The judgment in R. v. Morgentaler*^[35] paves the way for a broad and liberal interpretation of the notion of freedom. In this case, the highest court in the land ruled that a pregnant woman's decision to terminate her pregnancy constitutes a decision of personal autonomy that is covered by the right to liberty.

[97] In the Godbout case^[36], the Supreme Court also gave a broad interpretation of what the concept of liberty means:

"This right goes beyond the mere notion of freedom from physical coercion and protects a limited sphere of personal autonomy in which individuals can make inherently private decisions without state intervention. However, the autonomy protected by the right to liberty guaranteed by art. 7 includes only those subjects which can rightly be described as fundamentally or essentially personal and which imply, by their very nature, fundamental choices which are part of the very essence of what it means to enjoy individual dignity and independence. »

[98] The choice to share one's daily life with a pet is indicative of the values, sensitivity and lifestyle of an individual. That is why it is protected by both section 1 and section 5 of the *Quebec Charter*.

[99] In the alternative, a contextual analysis of the clause prohibiting animals in the dwelling under article 1901 C.C.Q. reveals that it is unreasonable and unreasonable.

[100] Indeed, her animals provide her with significant comfort and allow her to overcome mental health issues. They are an integral part of his family and his emotional balance. It is an emotional and identity bond, not a simple entertainment.

[101] The Tribunal administratif du logement, which has jurisdiction to apply the Quebec Charter and grant the remedies resulting from it, must therefore intervene to declare the clause unenforceable, and at the very least unfair. Such a conclusion not only ensures that one's rights are respected, but also contributes to the harmonious development of housing law in Quebec, in line with the growing recognition of the fundamental role of pets in the family and social life of litigants.

ISSUES TO BE DECIDED

[102] Is the clause prohibiting animals in housing contrary to the *Quebec Charter*?

[103] In the alternative, is this prohibition clause abusive?

[104] Is there any reason to terminate the lease?

ANALYSIS AND REASONS

The burden of proof

[105] Articles 2803, 2804 and 2845 C.C.Q. provide that a person who wishes to assert a right must prove the facts in support of his or her claim on a balance of probabilities, the probative value of the testimony being left to the discretion of the Court.

"The person on whom the burden of convincing the judge rests bears the risk of no evidence, that is, he will lose his contradictory and the judge is unable to determine where the truth lies."^[37]

The Tribunal's jurisdiction

[106] As noted above, the Landlord invoked the Tribunal's lack of jurisdiction with respect to the 705709 case.

[107] If we summarize his position, the application instituted by Mr. Desjardins on April 5, 2023 is purely declaratory in nature. However, in the absence of any other litigious basis and any coercive measure, it falls exclusively within the jurisdiction of the Superior Court.

[108] The Landlord relies mainly on the judgment of the Court of Québec, in *Camping Normand v. Lacoste*^[38] (hereinafter the Camping Normand case), which sets a precedent in this area.

[109] The Honourable Patrick Thérault concluded in this case that the Régie du logement (which was then the name of the court) has jurisdiction to rule on declaratory conclusions in disputes that clearly fall within the exercise of the jurisdiction conferred on it by the Act. Moreover, it does not have jurisdiction to rule on an action for a declaratory judgment serving only to determine the nature of the lease contract.

[110] To fully understand the distinction, it should be recalled that the tenants in Camping Normand had applied to the Régie du logement to determine whether their lease was for a vacation or a residential lease. The Tribunal had no other issue before it than that. As the magistrate explains:

"[29] As we can see, the Régie was not seized of an application "relating to the lease of a dwelling" according to the jurisdiction conferred on it by section 28, but rather of a purely declaratory nature seeking to determine whether or not the contract between the parties could be characterized as a lease of a dwelling.

[30] If so, the Régie has jurisdiction to determine the rights of the parties under section 28. If not, they should instead go to the courts, according to their respective jurisdictions.

[31] It was therefore only to establish the nature of their contract that the respondents turned to the Régie du logement. There is no dispute between the parties regarding a sum of money, the value of any property or any other subject of dispute. »

[111] That being said, it must be noted that Camping Normand differs from the case under consideration since the question of determining the nature of the contract binding the parties was never an issue here.

[112] In the present case, there is no doubt that the event giving rise to jurisdiction is the lease of the dwelling, that this fact has been established and that the declaratory conclusions sought do not give rise to jurisdiction. This is why they clearly fall within the jurisdiction of the TAL conferred by Article 28 of its law.

[113] Several decisions of our Tribunal that refer to the Camping Normand case make the necessary distinctions and arrive at the same result.^[39]

[114] The Landlord also conceals the fact that Mr. Desjardins' application to invalidate the clause prohibiting animals in the lease was preceded by Boudraa's application based precisely on the presence of animals in the dwelling. So there was an underlying dispute. In addition, these two requests were closely related, as are the current requests.

[115] With respect to the contrary opinion, it is of little importance that Boudraa withdrew his application after Mr. Desjardins had introduced his own. The table was already set, before this discontinuance, to allow Mr. Desjardins to apply to the Tribunal

to consider the disputed clause.

[116] Moreover, it must be noted that the preliminary plea invoked by the Landlord is no longer valid considering that it has, in turn, instituted an application for termination of the lease similar to that of its predecessor Boudraa.

[117] Finally, it is also necessary to take into account *955 René-Lévesque Est v. Jetté*^[40] in which the Court of Appeal

according to the nature of the dispute and not the basis of the appeal:

[36] It follows from this provision that the jurisdiction of the TAL is conferred on it exclusively: no other court, including the Superior Court, may exercise the mission entrusted to it by the legislature. This jurisdiction is based primarily on the existence of a residential lease (residential lease) within the meaning of Art. 1892 C.C.Q. and relates to a dispute between the parties relating to the lease. The TAL has no jurisdiction in matters of commercial leases or in the case of leases excluded by art. 1892 C.C.Q. (subject to the provisions of the L.C.A.L. itself).

[37] As can be seen, the jurisdiction conferred on the TAL by subparagraph 1 of the first paragraph of art. 28 L.A.A.L. covers all matters that may possibly arise from a residential lease, but only to the extent that the monetary issue does not exceed the threshold of jurisdiction of the Court of Québec. In contrast, when the subject relates to one of the matters covered by the legislative provisions listed in the second paragraph of the same paragraph (which includes the change of use of a dwelling) or the third paragraph (which concerns the conservation of dwellings), there is no monetary limit to the jurisdiction of the TAL.³⁶

[...]

[40] In short, to the extent that a subject falls within the scope of any of the subsections of s. 28 A.S.T.A.L., only the TAL has jurisdiction over the disputes relating to it, to the exclusion of any other court, including the Superior Court. That jurisdiction, it goes without saying, extends to all questions, of fact or of law, which may arise in such disputes, and it is not appropriate to attempt to distinguish between them in order to escape this jurisdiction in favour of the courts. As the Court of Appeal wrote in 1992, the jurisdiction of what was then the Régie du logement, now the TAL, "extends to all the components of the dispute"³⁹, must not be divided according to the legal issues that arise and may include, when useful in determining the outcome of the dispute, consideration of the rules of civil law and, in particular, those of the Civil Code of Québec.⁴⁰ [Citations omitted]

[118] Since this decision, the test to be applied to determine whether a request is within the jurisdiction of the TAL is as follows:

« [52] (...) It is the essential nature of the dispute and the facts giving rise to it that delimit the jurisdiction of the administrative tribunal and not the nature of the legal questions it will have to decide (unless the tribunal's constituting statute otherwise states (...)) »

[119] Applying the principles that emerge from the above case law, the Tribunal therefore considers that it is the competent forum to rule on Mr. Desjardins' application.

The Clause Prohibiting Animals in Housing in Quebec Charter

The right to liberty

[120] The right to liberty is guaranteed by section 1 of the *Quebec Charter*.

« 1. Every human being has the right to life, security, integrity and liberty of person.

It also has legal personality. »

[121] It is clear from Morgentaler, *supra*, and Godbout, *supra*, that the right to liberty implies the recognition of the power of each person to decide matters relating to his private life and the organization of his personal affairs.

[122] In this case, the Court is convinced that Mr. Desjardins' home represents the space par excellence of his personal autonomy, where his choices relating to his family, emotional and private life, including his animals, are concretized. The photos of the cat Baby and the dog Paul and his posts on social networks are an obvious manifestation of the important place they occupy in his life.

[123] Interpreted in its broad sense, the freedom protected by section 1 of the *Quebec Charter* therefore includes Mr. Desjardins' choice to share his daily life with a pet in his own home, since such a choice is a fundamentally personal act, revealing his values, his sensitivity and his way of life.

[124] Consequently, the Court ruled that the clause prohibiting animals in the dwelling was an infringement of Mr. Desjardins' right to liberty.

The right to privacy

[125] The right to privacy is guaranteed by section 5 of the *Quebec Charter*.

« 5. Everyone has the right to respect for his or her private life. »

[126] In the above-mentioned Godbout case, it was also decided that, because of the intimate considerations involved in choosing the place where one wishes to live and the extremely significant repercussions that this choice has on one's personal affairs, the right to decide without undue interference where one wishes to establish and maintain one's home is clearly covered by the guarantee of the right to respect for private life provided for in section 5 of the *Quebec Charter*.^[41]

[127] In addition to the Supreme Court, the Court of Appeal and other decision-making bodies have also repeatedly held that a person's home is the privileged place of his or her private life and that he or she must therefore enjoy autonomy and privacy with respect to the activities and choices exercised within his or her home. Examples from case law abound.^[42]

[128] It should also be noted that according to the sources of international and federal law cited by the third party, "the right to adequate housing is a fundamental right and that the right of everyone not to be subjected to arbitrary and unlawful interference with his or her privacy, family life, home or correspondence is a very important aspect of the right to adequate housing".

[129] Mr. Desjardins' lawyer argued that compromising the right to privacy is to place an individual in front of a painful choice, which is exactly the consequence of exercising clauses prohibiting animals in housing leases.

[130] The existence of these clauses is indeed an obvious intrusion into a tenant's privacy, because they allow a landlord to decide what a tenant can or cannot do within the limits of his or her private sphere, which is his or her dwelling.

[131] In a frequently cited article^[43] and referring to the *Act respecting the welfare and safety of animals*, author and notary Jean Turgeon proposes the following avenues for reflection:

"Its preamble, its operative part, its objectives and the means to achieve them make it an important piece of legislation in the Quebec legal system. Its importance should not be underestimated when it comes to applying it and interacting with other provisions, whether those of the *Civil Code of Québec* or other laws. If there is a genuine conflict between these provisions, it must then be resolved according to the normal rules of statutory interpretation, bearing in mind that for greater safety, the legislator has expressly provided for the priority of this *Animal Welfare and Safety Act* over any municipal legislation or by-law that is incompatible with any of its provisions (s. 4 A.B.E.S.A.).

[...]

Il est établi aussi que la disposition préliminaire du *Code civil du Québec* constitue le droit commun et que les autres lois telles la *Loi visant l'amélioration de la situation juridique de l'animal* et la *Loi sur le bien-être et la sécurité de l'animal* ajoutent à ce Code et peuvent y déroger dans la mesure où il faut le faire pour atteindre la réalisation de leurs objectifs.

De ce fait, la *Loi visant l'amélioration de la situation juridique de l'animal* qui édicte la *Loi sur le bien-être et la sécurité de l'animal* doit se lire avec le *Code civil du Québec*, les autres lois du Québec et les principes fondamentaux du droit^[44] de façon à leur donner tous leurs sens. Donc l'article 898.1 C.c.Q. et toute autre disposition applicable du *Code civil du Québec* incluant celles relatives au logement, doivent, pour leur interprétation et leur application, s'imprégner du contenu de ces lois pour ne pas nier ce nouveau statut juridique des animaux. Cela est particulièrement vrai pour les animaux de compagnie en raison de leur contribution à la qualité de vie des membres de la société québécoise. Lorsque l'article 898.1 C.c.Q. indique qu'il faut tenir compte de la sensibilité et des impératifs biologiques d'un animal, cela renvoie directement aux dispositions à ce sujet dans la *Loi sur le bien-être et la sécurité de l'animal*. Et comme le *Code civil du Québec* doit tenir compte de cette loi qui le complète ou y déroge, on ne peut interpréter l'article 898.1 C.c.Q. dans un sens qui nie la portée de cette loi.

[...]

Ce n'est pas parce que le législateur ne fait pas précisément référence au droit du logement dans l'article 898.1 C.c.Q. ou dans la *Loi sur le bien-être et la sécurité de l'animal* que ces dispositions ne peuvent pas protéger les animaux dans un logement si leur application n'est pas contraire à l'objet de la loi ou un résultat manifestement absurde.

À titre d'exemple, l'article 947 C.c.Q. prévoit que le droit de propriété permet d'user et de disposer librement et complètement d'un bien. Mais ce droit doit s'exercer sous réserve des limites et des conditions d'exercice prévues par la loi. Un animal n'est pas un bien jetable que son propriétaire peut disposer comme il le veut, car il doit respecter l'article 898.1 C.c.Q. et la *Loi sur le bien-être et la sécurité de l'animal*. La loi ne parle pas pour rien dire et il faut lui donner un sens en fonctions des objectifs législatifs. Le droit du logement ne peut donc pas ignorer ces dispositions et, plus particulièrement, un bail résidentiel ne peut pas traiter l'animal de compagnie comme un objet ou un bien inanimé et le régir comme une cuisinière, un système de son, une antenne parabolique ou une autre chose du même genre.

[...]

De nombreuses dispositions de la *Loi sur le bien-être et la sécurité de l'animal* reprennent des dispositions de la *Loi sur la protection sanitaire des animaux* qui ont été abrogées. Comme le législateur n'est pas censé parler pour rien dire, il faut conclure au renforcement de ces dispositions portant sur la sécurité et le bien-être des animaux, qui passent d'une loi sur la protection sanitaire de biens qu'étaient alors les animaux dans une perspective de protection des êtres humains, à une protection qui, certes, vise encore la protection des êtres humains, mais insiste dorénavant aussi sur la protection d'êtres vivants devenus davantage que de simples biens de consommation. »

[132] À l'instar de M^e Turgeon, le Tribunal est d'avis que l'émergence des lois sur la protection des animaux en droit québécois est le reflet de la société et démontre que le législateur reconnaît désormais le lien profond qui se crée entre l'humain et son animal de compagnie.

[133] La *Loi sur le bien-être et la sécurité de l'animal* rappelle que les animaux sont des êtres vivants devenus davantage que de simples biens de consommation et qu'ils contribuent à la qualité de vie de la société québécoise.

[134] Avec égard pour l'opinion contraire, la jurisprudence doit s'adapter à cette nouvelle réalité juridique et s'harmoniser à elle.

[135] C'est pourquoi, l'interprétation libérale des articles de la *Charte québécoise* précités combinés à une lecture du préambule de la *Loi sur le bien-être et la sécurité de l'animal* et de l'article 898.1 C.c.Q. nous permet de conclure que la clause dans le bail interdisant la présence d'animaux dans le logement porte atteinte aux droits à la liberté et à la vie privée de M Desjardins.

[136] Dès lors, il appartient à la Locatrice de convaincre le Tribunal que ces atteintes poursuivent un objectif lié aux valeurs visées par l'article 9.1 de la *Charte québécoise*, à savoir que la clause d'interdiction est imposée dans la poursuite d'un objectif légitime et important et qu'elle est proportionnelle à cet objectif, c'est-à-dire qu'elle est rationnellement liée à l'objectif et que l'atteinte au droit est minimale.

[137] En l'espèce, le Tribunal retient de la preuve soumise que les animaux de M Desjardins ne causent aucun préjudice à la Locatrice ou aux autres occupants. Il en a toujours été ainsi.

[138] L'unique objectif poursuivi par la Locatrice se résume à ceci : elle souhaite garder le contrôle sur son immeuble et ainsi éviter de potentiels incidents.

the *Civil Code of Québec* already provides the Landlord with a protective regime that is more than sufficient to calm her fears, such as articles 1855, 1860, 1863 and 1890 C.C.Q., which provide:

« **1855.** The tenant is bound, during the term of the lease, to pay the agreed rent and to use the property with prudence and diligence. »

« **1860.** The tenant is required to behave in such a way as not to disturb the normal enjoyment of the other tenants.

The landlord and other tenants are liable to the landlord and other tenants for any damage that may result from the breach of this duty, whether the breach is due to the landlord or to the actions of the persons to whom the landlord permits the use of or access to the property.

The landlord may, in the event of a breach of this obligation, request the termination of the lease. »

« **1863.** The non-performance of an obligation by one of the parties confers on the other the right to claim, in addition to damages, performance in kind, in cases where it permits. If the non-performance causes serious damage to itself or, in the case of a real estate lease, to the other occupants, it may request the termination of the lease.

Non-performance also confers on the tenant the right to request a reduction in rent; When the court awards such a rent reduction, the landlord who cures the default is nevertheless entitled to reinstatement of the rent for the future. »

« **1890.** The lessee is required, at the end of the lease, to restore the property to the condition in which he received it, but he is not bound by changes resulting from dilapidation, normal wear and tear of the property or force majeure.

The condition of the property may be ascertained by the description or photographs taken by the parties; In the absence of a statement, the tenant is presumed to have received the property in good condition at the beginning of the lease. »

[140] Several municipal by-laws also govern the presence of animals in a dwelling as well as various aspects that may be associated with it, including noise^[45] Sanitation^[46] the number of animals allowed in a dwelling and the behaviours to be avoided.^[47]

[141] Consequently, the Tribunal held that a total ban on the presence of animals in the dwelling was not justified within the meaning of section 9.1 of the *Quebec Charter*.

The clause prohibiting animals in the dwelling with regard to article 1901 of the *Civil Code of Québec*

« **1901.** A clause which stipulates a penalty the amount of which exceeds the value of the damage actually suffered by the landlord, as well as a clause which imposes on the tenant a duty which is, in the light of the circumstances, unreasonable, is unreasonable.

This clause is null and void or the obligation arising from it is reducible. »

[142] In recent years, the case law relating to the application of the clause prohibiting the possession of animals has evolved.

[143] Some decision-makers apply it systematically, the lease being the law between the parties.

[144] It is not surprising that this is the position taken in the case law examples produced by the Lessor.

[145] On the other hand, another less conservative school considers that freedom of contract is not absolute when it comes to housing.

[146] This second approach validates the power of the General Court, in certain circumstances, to annul a term which is not unfair in itself, if it becomes so by reason of its application to a particular case.

[147] Thus, a tenant can establish that a clause prohibiting him from keeping an animal in his home is unreasonable within the meaning of article 1901 C.C.Q. by proving that the presence of his animal has a therapeutic use (pet therapy) and that the application of the prohibition clause of the lease would cause him emotional or psychological harm.

[148] Thus in the *Coopérative de l'Ébène* case^[48], in the presence of evidence establishing that the deprivation of her cat would cause harm to the young girl with anxiety problems, the Court of Québec concluded that the prohibition clause was abusive.

[149] The same result was found in *D.C. v. Berthierville (Office municipal d'habitation)*^[49], in which the Court of Québec allowed the tenant to keep his pet because "it would be inappropriate and unreasonable to force him to part with his puppy given the likely adverse consequences on his physical and mental well-being."

[150] It should be noted that in this case, Judge Landry accepted as medical evidence a laconic note from a doctor simply stating that the tenant must keep his pet for pet therapy purposes. To paraphrase him, "as laconic as it is, this note nevertheless constitutes medical evidence."

[151] In another similar case, *Bilodeau v. Sculpin*^[50], the Court of Québec stated that in the context of an application based on article 1901 C.C.Q., the possibility for a court to find that a tenant had an unreasonable obligation was not limited to the case where there was medical evidence, but could take into account all the circumstances put forward in evidence before it.^[51]

[152] It is also important to refer to *Berniqué*^[52] in which the Court of Québec reversed a decision of this Tribunal that ordered a tenant to dispose of a rabbit that she had kept in her home for ten years despite a clause in the lease that prohibited her from doing so.

[153] In this case, Justice Claude Montpetit rejected a systematic application of the restrictive covenant and wrote that the Tribunal administratif du logement may take into account, in the context of its consideration of an application for exemption based on article 1901 C.C.Q., all the circumstances surrounding the possession of the animal, such as the well-being and comfort it provides to its owner and the emotional and psychological harm that would result from the obligation to dispose of it.

[154] The undersigned applies this approach to the case under consideration. The medical notes submitted during the hearing, combined with Mr. Desjardins' credible testimony, are sufficient to convince him in a preponderant manner that his animals provide him with significant comfort and that they have a beneficial effect on his mental and emotional health. It goes far beyond just owning a pet.

[155] The fact remains that the Landlord justifies its restrictive clause within the lease as a preventive measure to protect the premises and avoid the inconveniences related to the presence of an animal.

[156] The Tribunal disposes of this argument by reminding it that in *D.C. v. Berthierville (Office municipal d'habitation)*^[53], the Court of Québec rejected this easy approach, which makes it simpler to ban any animal even if it does not cause a problem.

[157] The law is by nature evolving. The law and case law are reconfigured according to the transformations of the dominant social values that structure society, and so much the better. Usually, case law follows in the footsteps of the law, but sometimes it is the other way around, as here.

[158] For all these reasons, the prohibition clause is not only contrary to the *Quebec Charter*, but it is also declared unreasonable and abusive within the meaning of article 1901 C.C.Q.

[159] Such a conclusion not only ensures respect for Mr. Desjardins' rights, but also contributes to the harmonious evolution of housing law in Quebec, consistent with the growing recognition of the fundamental role of pets in the family and social life of litigants.

[160] Finally, the Tribunal wishes to point out that in some cases, as in this case, it may be necessary to protect the weaker contractor, often the tenant, who does not always have a say in the time it comes to housing.

"Residential rental and consumer rental are fertile ground for the development of contracts of adhesion. Because of the relative scarcity of available housing and the landlord's de facto power to dictate the terms of the lease, it has become commonplace for landlords to impose abusive obligations or restrictions on tenants that are contrary to fundamental

Termination of the lease

[161] Considering the above conclusions, this request is unfounded.

[162] Moreover, regardless of the above, the Court wishes to specify that it would have rejected the Lessor's application in any event.

[163] To obtain the termination of the lease on the grounds of non-compliance with its clause prohibiting animals in the dwelling, it is up to the Landlord to show that Mr. Desjardins' wrongful conduct objectively causes her, to use the terms of article 1863 C.C.Q., serious prejudice.

[164] In this regard, the Court considers that the proof of the presence of the animals in the dwelling is sufficient, however that of the damage is not sufficient to justify the termination of the lease.

[165] The preponderant evidence, it should be recalled, shows that Mr. Desjardins' animals do not disturb the neighbours and do not cause any damage.

FOR THESE REASONS, THE COURT:

In the 705709

[166] **DECLARES** that it has jurisdiction to rule on the application of Mr. Desjardins;

[167] **ANNULS** the clause in the lease and the building by-law prohibiting animals on the grounds that it is contrary to the *Charter of Human Rights and Freedoms* (sections 1 and 5), unreasonable and abusive;

In the 753182

[168] **DISMISSES** the Landlord's request.

Suzanne Guévremont

Attendee(s): The tenant
 M^e Kimmyanne Brown, lawyer for the tenant
 the landlord's agent

Mr. Jacques St-Louis, lawyer for the landlord
Agent of the interested party
Marie-Claude Saint-Amant, Counsel for the Interested Party
Hearing Dates: September 5, 2025 and November 13, 2025

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- ^[1] At his request, the Tribunal referred to the tenant by Mr. Desjardins and using the pronoun they.
- ^[2] CQLR, c. T-15.01.
- ^[3] Exhibit P-2
- ^[4] Exhibit P-1
- ^[5] Exhibit P-3
- ^[6] Exhibit L-4
- ^[7] Room L-5
- ^[8] Room L-6
- ^[9] Room L-7
- ^[10] Room L-8
- ^[11] See interlocutory decision in the 705709 file
- ^[12] Exhibit SPCA-2 The exhibit is not produced with the intention of demonstrating the veracity of the statements made by pet owners that are reported in these press releases.
- ^[13] Exhibit SPCA-3
- ^[14] Exhibit SPCA-4
- ^[15] Exhibit SPCA-1
- ^[16] Exhibit L-1
- ^[17] Exhibit L-2
- ^[18] Exhibit L-3
- ^[19] *Parent v. Sheehy* 2015 QCCQ 2324.
- ^[20] *Franco v. Beaumier*, 2020 QCRDL 13513; *Boulanger v. Pelletier*, 2013 CanLII 14138 (QCTAL); *Habitations des Rivières de l'Outaouais v. O'Mailley*, 2017 QCRDL 38272; *Triple A Real Estate Broker Inc. v Duquette*, 2022 QCTAL 18680; *Office municipal d'habitation de Pointe-Claire v. Coulombe*, 1999 CanLII 13344 (QCCA).
- ^[21] *Estinville v. Villeneuve*, 2023 QCTAL 8823; *Anastov. v. Normand*, 2002 QCTAL 34152
- ^[22] *Provencher v. Grondin*, 2016 CanLII 114584 (QCTAL)
- ^[23] *Office municipal d'Habitation de Paspébiac v. Huard*, 2012 CANLII 113880 (QCTAL);
- ^[24] *Immeubles Roc d'or v. Michaud*, 2019 QCRDL 39041; See also *The Residential Lease, the Quebec Charter and Exemplary Damages*, Denis Lamy, Publisher Wilson & Lafleur, 2008, pages 293 to 297
- ^[25] Rés AG 217A (III), Doc Off AG NU, 3rd Sess, Supp No. 13, Doc NU N810 (1948) 71
- ^[26] 16 December 1966, 999 UNTS 171 (entry into force: 3 January 1976, accession of Canada 1976).
- ^[27] General comment No. 4: The right to adequate housing (art. 11, para. 1, of the Covenant), 6th session, 1991, E/1992/23, para. 9.
- ^[28] SC 2019, c 29, s 313.
- ^[29] "Everyone has the right to life, liberty and security of the person; This right may not be deprived except in accordance with the principles of fundamental justice. »
- ^[30] "Everyone has the right to respect for his reputation and private life [...] »
- ^[31] *The Gazette v. Valiquette*, 1996 CanLII 6064 (QC CA);
- ^[32] *The Law of Natural Persons*, 7th ed. Cowansville, Yvon Blais, 2022
- ^[33] *Animal Welfare and Safety Act* B-3.1
- ^[34] [1997] 3 S.C.R. 844

- R. v. Morgentaler, 1988 1 S.C.R. 30
- [36] *Godbout v. Longueuil (City)*, [1997] 3 S.C.R. 844
- [37] Ducharme, Léo and Nadeau, André, *Traité de droit civil du Québec*, Volume 9, Montréal, Les Éditions Wilson & Lafleur Ltée, p.98.
- [38] *Camping Normand inc. c. Lacoste*, 2010 QCCQ 4063
- [39] *Alarie v. Laberge* 2012 QCRDL 25909; *Zhang v. Ahmed*, 2014 QCRDL 16894; *Cissé-Diop v. 3525 Édouard-Montpetit enr.* 2022 QCTAL 25556; *Serrano v. Martin*, 2014 OCRDI 27571; *Cleghorn v. 181158 Canada Inc.* 2024 OCTAI 5902.
- [40] *355 René-Levesque Est v. Jette*, 2023 QCCA 910.
- [41] Read Gendreau J.'s reasons, at page 922.
- [42] *The Gazette v. Valiquette*, 1996 CanLII 6064 (QC CA); *Godbout v. Longueuil (City)*, [1997] 3 S.C.R. 844; *Labatt Breweries Ltd. v. Villa*, 1994 CanLII 6270 (QC CA) at p. 3.; *Rassemblement des employés techniciens ambulanciers de l'Abitibi-Témiscamingue (CSN) et Ambulance du Nord inc., Arbitral award DTE 99T-36*; *Syndicat des professionnelles du Centre jeunesse de Québec (CSN) v. Desnoyers*, 2005 QCCA 110; See also the excerpts from the book *Le droit des personnes physiques* by the author Dominique Goubeau, reproduced above, page 7.
- [43] Turgeon, Jean, « Le droit du logement, le Locataire et l'animal de compagnie : quelques pistes de réflexion pour la mise à jour du droit québécois », *Revue du notariat*, [2018], p. 398, p.403, p.409 et 440
- [44] « L'alinéa 1 de la Disposition préliminaire du Code civil du Québec prévoit que ce Code régit les personnes ainsi que les rapports entre les personnes et les biens en harmonie avec la Charte des droits et libertés de la personne et les principes généraux du droit. »
- [45] *Règlement sur le bruit à l'égard du territoire du Plateau-Mont-Royal*, R.R.V.M., c. B-3 (art 8, 15 et 21)
- [46] *Ville de Montréal, Règlement sur la salubrité, l'entretien et la sécurité des logements* (03-096)
- [47] *Ville de Montréal, Règlement sur l'encadrement des animaux domestiques* (21-012).
- [48] *J.L. c. Coopérative de l'Ébène*, [2005] J.L. 57.
- [49] 2021 QCCQ 7326.
- [50] 2021 QCCQ 2955 ; précédée par *Bilodeau en sa qualité de fiduciaire (Fiducie André Bilodeau) c. Chabot* 2019 QCRDL 6959.
- [51] D'ailleurs, dans *Forget c. Champagne* 2012 QCRDL 37959, la défense de zoothérapie est accueillie sans preuve médicale, mais basée uniquement sur l'état d'handicap du locataire et des témoignages quant à l'utilité de l'animal.
- [52] *Berniqué c. Office municipal d'habitation de Salaberry-de-Valleyfield*, 2021 QCCQ 7326.
- [53] 2012 QCCQ 1524 par. 64-67.
- [54] *Le louage*, Pierre Gabriel Jobin, Éditions Yvon Blais, 2e édition, page 277.

AVIS :

Le lecteur doit s'assurer que les décisions consultées sont finales et sans appel; la consultation du plumitif s'avère une précaution utile.

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