

Gazette
officielle
DU Québec

Part

2

No. 48

27 November 2013

Laws and Regulations

Volume 145

Summary

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Legal deposit – 1st Quarter 1968
Bibliothèque nationale du Québec
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Contents

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- (2) proclamations of Acts;
- (3) regulations made by the Government, a minister or a group of ministers and of Government agencies and semi-public agencies described by the Charter of the French language (chapter C-11), which before coming into force must be approved by the Government, a minister or a group of ministers;
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Partie 1 “Avis juridiques”:	\$475
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2. Acquisition of a printed issue of the *Gazette officielle du Québec*: \$10.15 per copy.
3. Publication of a notice in Partie 1: \$1.63 per agate line.
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The Division of the *Gazette officielle du Québec* must receive manuscripts, **at the latest, by 11:00 a.m. on the Monday** preceding the week of publication. Requests received after that time will appear in the following edition. All requests must be accompanied by a signed manuscript. In addition, the electronic version of each notice to be published must be provided by e-mail, to the following address: gazette.officielle@cspq.gouv.qc.ca

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Coming into force of Acts

Gouvernement du Québec

O.C. 1182-2013, 13 November 2013

An Act respecting the sharing of certain health information (2012, chapter 23)

— Coming into force of certain provisions of the Act

COMING INTO FORCE of certain provisions of the Act respecting the sharing of certain health information

WHEREAS the Act respecting the sharing of certain health information (2012, chapter 23) was assented to on 18 June 2012;

WHEREAS section 180 of the Act provides that the provisions of the Act come into force on the date or dates to be set by the Government;

WHEREAS, by Order in Council 788-2012 dated 4 July 2012, sections 1 to 6, 120, 121, 130, 132 to 135, 147 to 150, 163 to 166, 168 to 175, 178 and 179 of the Act came into force on 4 July 2012 and section 176 came into force on 1 December 2012;

WHEREAS, by Order in Council 323-2013 dated 27 March 2013, sections 153 to 159 of the Act came into force on 15 April 2013, and sections 7 to 10, section 11 except subparagraphs 4 to 6 of the first paragraph, sections 12 to 21 and 23, section 25 except “or sold under pharmaceutical control” in paragraph 1 and paragraphs 2 and 3, section 26 except “and, in the case of a collective prescription, the date it was filled” in paragraph 4, “and, in the case of a collective prescription, of the health professional who filled it” in paragraph 13 and “and, in the case of a collective prescription, where it was filled” in paragraph 14, section 27, section 28 except “or a person or partnership”, sections 29 and 30, section 31 except “or a person or partnership operating a medical imaging laboratory or a medical diagnostic radiology laboratory”, the first paragraph of section 32, sections 33 to 36, 46 to 49 and 51 to 54, the first paragraph of section 55, sections 56 to 58, section 59 except “or fill a collective prescription for medication”, sections 60 to 74, section 75 except “and any other person for whom an entry is requested”, sections 76 to 78, section 79 except paragraph 10, sections 80 to 82, the first paragraph of section 83, sections 84 to 105, 109 to 119 and 122, section 123 except “40 or 43, the second paragraph of section 50”, section 124 except “or 108”, sections 125 to 129, section 131 except “40,

”, sections 136 to 146 and 151, 152 and 160, section 161 except paragraph 4, sections 162, 167 and 177 came into force on 20 June 2013;

WHEREAS it is expedient to set the date of coming into force of sections 37 and 38;

IT IS ORDERED, therefore, on the recommendation of the Minister of Health and Social Services:

THAT 27 November 2013 be set as the date of coming into force of sections 37 and 38 of the Act respecting the sharing of certain health information (2012, chapter 23).

JEAN ST-GELAIS,
Clerk of the Conseil exécutif

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Regulations and other Acts

Gouvernement du Québec

O.C. 1161-2013, 13 November 2013

Cities and Towns Act
(chapter C-19, s. 573.3.0.1)

Municipal Code of Québec
(chapter C-27.1, s. 938.0.1)

An Act respecting the Communauté métropolitaine
de Montréal
(chapter C-37.01, s. 112.1)

An Act respecting the Communauté métropolitaine
de Québec
(chapter C-37.02, s. 105.1)

An Act respecting public transit authorities
(chapter S-30.01, s. 100)

Awarding of contracts for certain professional services — Amendment

Regulation to amend the Regulation respecting the
awarding of contracts for certain professional services

WHEREAS, under sections 573.3.0.1 of the Cities and Towns Act (chapter C-19), 938.0.1 of the Municipal Code of Québec (chapter C-27.1), 112.1 of the Act respecting the Communauté métropolitaine de Montréal (chapter C-37.01), 105.1 of the Act respecting the Communauté métropolitaine de Québec (chapter C-37.02) and 100 of the Act respecting public transit authorities (chapter S-30.01), the Government made the Regulation respecting the awarding of contracts for certain professional services (chapter C-19, r. 2) to establish rules to be complied with by municipalities, metropolitan communities and public transit authorities when awarding a contract for the supply of services that can, under an Act or a regulation, be provided only by a physician, dentist, nurse, pharmacist, veterinary surgeon, engineer, land surveyor, architect, chartered professional accountant, advocate or notary;

WHEREAS, on 7 December 2012, the Act to amend various legislative provisions concerning municipal affairs (2012, chapter 30) was assented to and it amends the Cities and Towns Act, the Municipal Code of Québec, the Act respecting the Communauté urbaine de Montréal, the Act respecting the Communauté urbaine de Québec and the Act respecting public transit authorities so as to allow municipalities and bodies governed by those statutes to refuse a tender from a contractor or supplier that has been the subject of an unsatisfactory performance report in connection with a previous contract;

WHEREAS it is expedient to make similar amendments to the Regulation respecting the awarding of contracts for certain professional services to allow municipalities and municipal bodies to refuse a tender from a supplier that has been the subject of an unsatisfactory performance report in connection with a previous contract, if that contract is covered by the Regulation;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft of the Regulation to amend the Regulation respecting the awarding of contracts for certain professional services was published in Part 2 of the *Gazette officielle du Québec* of 26 June 2013 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS no comments have been received with respect to the draft Regulation;

WHEREAS it is expedient to make the Regulation without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister of Municipal Affairs, Regions and Land Occupancy:

THAT the Regulation to amend the Regulation respecting the awarding of contracts for certain professional services, attached to this Order in Council, be made.

JEAN ST-GELAIS,
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting the awarding of contracts for certain professional services

Cities and Towns Act
(chapter C-19, s. 573.3.0.1)

Municipal Code of Québec
(chapter C-27.1, s. 938.0.1)

An Act respecting the Communauté métropolitaine de Montréal
(chapter C-37.01, s. 112.1)

An Act respecting the Communauté métropolitaine de Québec
(chapter C-37.02, s. 105.1)

An Act respecting public transit authorities
(chapter S-30.01, s. 100)

1. The Regulation respecting the awarding of contracts for certain professional services (C-19, r. 2) is amended in section 6 by replacing “Paragraphs 3” in the part preceding paragraph 1 by “Paragraphs 2.0.1, 3”.

2. Section 12 is amended by adding the following in the second paragraph:

“(3) that the municipal body may exclude from the selection of suppliers who may tender a supplier that, in the 2 years before the selection date, has received an unsatisfactory performance assessment that meets the conditions in paragraph 2.0.1 of section 573 of the Cities and Towns Act (chapter C-19).”

3. Section 19 is amended by adding the following after the last paragraph:

“A supplier that, in the 2 years preceding the selection date, has received an unsatisfactory performance assessment that meets the conditions in paragraph 2.0.1 of section 573 of the Cities and Towns Act (chapter C-19) may be excluded from the selection.”

4. Section 20 is amended by adding the following after the last paragraph:

“In addition, a new list may be established when the only supplier remaining on the list has received, in the 2 preceding years, an unsatisfactory performance assessment that meets the conditions in paragraph 2.0.1 of section 573 of the Cities and Towns Act (chapter C-19).”

5. Section 23.1 is amended by adding the following after the last paragraph:

“The municipal body reserves the right to reject any tender from an architect who, in the 2 years before the tender opening date, has received an unsatisfactory performance assessment that meets the conditions in paragraph 2.0.1 of section 573 of the Cities and Towns Act (chapter C-19).”

6. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

3101

Gouvernement du Québec

O.C. 1173-2013, 13 November 2013

An Act respecting the conservation and development of wildlife
(chapter C-61.1)

Animals in captivity —Amendment

Regulation to amend the Regulation respecting animals in captivity

WHEREAS, under section 42 of the Act respecting the conservation and development of wildlife (chapter C-61.1), to keep an animal in captivity or to capture it with a view to keeping it in captivity and, where such is the case, to dispose thereof, a person must hold a licence issued for such purpose and comply with the norms, number and conditions prescribed by regulation;

WHEREAS, under section 43 of the Act, a person may kill an animal or an animal of a class of animals kept in captivity provided that the person does so in accordance with the regulations;

WHEREAS, under paragraphs 7 and 22 of section 162 of the Act, the Government may make regulations on the matters set forth therein;

WHEREAS the Government made the Regulation respecting animals in captivity (chapter C-61.1, r. 5);

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft of the Regulation to amend the Regulation respecting animals in captivity was published in Part 2 of the *Gazette officielle du Québec* of 22 May 2013 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister of Sustainable Development, Environment, Wildlife and Parks:

THAT the Regulation to amend the Regulation respecting animals in captivity, attached to this Order in Council, be made.

JEAN ST-GELAIS,
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting animals in captivity

An Act respecting the conservation and development of wildlife
(chapter C-61.1, ss. 42, 43 and 162, pars. 7 and 22)

1. The Regulation respecting animals in captivity (chapter C-61.1, r. 5) is amended by striking out section 2.1.

2. Sections 20 to 24 are revoked.

3. Section 25 is amended by replacing “by selling it, by giving it” in the first paragraph by “by selling or giving it”.

4. Sections 26 to 29 are struck out.

5. Section 31 is amended by replacing “by selling it, giving it” in the first paragraph by “by selling or giving it”.

6. Sections 32 to 35 are struck out.

7. Section 36 is replaced by the following:

“**36.** An animal may be kept in captivity for rehabilitation purposes for no more than 1 year; all necessary means must be taken to avoid the domestication of the animal.

Once an animal is rehabilitated, it must be set free in the wild if it is fit to survive there. If not, the animal may be killed or given to a wildlife protection officer; the wildlife protection officer may kill the animal or entrust it to any person entitled to keep it.”

8. Sections 37 and 38 are struck out.

9. Sections 40 and 41 are struck out.

10. Section 42 is amended by replacing “IV” in the first paragraph by “I to the Regulation respecting licences to keep animals in captivity (chapter C-61.1, r. 10)”.

11. Section 43 is amended by replacing IV” by “I to the Regulation respecting licences to keep animals in captivity”.

12. Sections 45 and 46 are struck out.

13. Section 47 is replaced by the following:

“**47.** Enclosures where white-tailed deer are kept must comply with the following requirements:

(1) existing enclosures must be surrounded by a fence at least 2.4 m high and the deer must have access to shade and shelter at all times; the fence must be stretched tight near the ground so that no cervidae may pass under it;

(2) new enclosures must be surrounded by a game fence at least 2.4 m high that has square meshes not larger than 15 cm between the vertical strands and at least 20 horizontal strands; the outside and inside lateral clearance of that perimeter fence must be at least 3 m from any obstacle that could reduce the minimum height of 2.4 m and the fence must be stretched tight near the ground so that no cervidae may pass under it; the distance between the posts of the fence may not exceed 8 m;

(3) the perimeter fence of any enclosure must have no trap or barrier to capture animals outside the enclosure; and

(4) the gates of the perimeter fence must be kept closed, even in the absence of deer.”

14. Section 48 is replaced by the following:

“**48.** The holder of a licence to keep white-tailed deer may keep in captivity, on 1 April of each year, at least 1 and no more than 5 white-tailed deer which must be marked by means of a tag, visible to the naked eye at a distance of at least 10 m from the animal.

Despite the foregoing, the licence holder may, until 31 March of each year, keep more than 5 white-tailed deer provided that the additional deer are the newborn of the deer referred to in the first paragraph; in that case, the licence holder is not required to mark them.”

15. Sections 50, 51 and 52 are struck out.

16. Section 53 is replaced by the following:

“**53.** Enclosures where the various species are kept must have an area of 10 ha each and be surrounded by a fence that complies with the following requirements:

(1) in the case of cervidae and buffalo, the enclosure must be surrounded by a game fence at least 2.4 m high that has square meshes not larger than 15 cm between the vertical strands and at least 20 horizontal strands; the outside and inside lateral clearance of that perimeter fence must be at least 3 m from any obstacle that could reduce the minimum height of 2.4 m and the fence must be stretched tight near the ground so that no cervidae or buffalo may pass under it; the distance between the posts of the fence may not exceed 8 m;

(2) in the case of peccaries and boars, an enclosure must be surrounded by a fence at least 1.8 m above ground level that is made of

(a) steel chain links of minimum 13 gauge, 1.24 m high including 30 cm in the ground; the 86 additional centimetres may be made of game fence; or

(b) steel chain links of minimum 13 gauge, from 92 cm to 1.24 m high; the 88 or 56 additional centimetres may be made of game fence; that enclosure must be fitted on the inside with an electric wire running between 15 and 45 cm above ground level situated 30 cm from the fence, and the minimum voltage in the wire must be 10 joules;

(3) the perimeter fence of the enclosures referred to in paragraphs 1 and 2 must have no trap or barrier to capture animals outside the enclosure; and

(4) the gates of the perimeter fence must be kept closed, even in the absence of animals.”

17. The following is inserted after section 53:

“**53.1.** The holder of a game ranch licence for various species may dispose of an animal kept in captivity by the holder by selling or giving it to a person entitled to keep it, or by killing it.”

18. Section 54 is amended by replacing “V” in the first paragraph by “II to the Regulation respecting licences to keep animals in captivity”.

19. Section 55 is struck out.

20. Section 56 is replaced by the following:

“**56.** The holder of a breeding and game ranch licence for white-tailed deer may keep in captivity at least 25 white-tailed deer that must be identified while they are alive. In the case of newborn deer, it must be identified before being moved to other premises, not later than 31 December following the date of birth.

Identification consists of

(1) a tag complying with the provisions of the Regulation respecting the identification and traceability of certain animals (chapter P-42, r. 7);

(2) a tattoo indicating the letters identifying the breeder, a unique sequential number and the letter corresponding to the year, provided by the Minister of Agriculture, Fisheries and Food or, as the case may be, the identification tattoo affixed to a white-tailed deer from outside Québec and approved by the body having jurisdiction in the deer’s place of origin.”

21. Section 57 is replaced by the following:

“**57.** Enclosures where white-tailed deer are kept must have an area of 10 ha each and be surrounded by a fence that complies with the following requirements:

(1) the enclosure must be surrounded by a game fence at least 2.4 m high that has square meshes not larger than 15 cm between the vertical strands and at least 20 horizontal strands; the outside and inside lateral clearance of that perimeter fence must be at least 3 m from any obstacle that could reduce the minimum height of 2.4 m and the fence must be stretched tight near the ground so that no cervidae may pass under it; the distance between the posts of the fence may not exceed 8 m;

(2) the perimeter fence of the enclosures must have no trap or barrier to capture animals outside the enclosure; and

(3) the gates of the perimeter fence must be kept closed, even in the absence of animals.”

22. Sections 63 to 67 are struck out.

23. Section 68 is amended by replacing “a licence provided for in section 63” by “an animal broker’s licence, an animal trainer’s licence or a by-product collector’s licence”.

24. Sections 69 to 74 are struck out.

25. The following is inserted after section 74:

“**74.0.1.** The holder of a licence to keep animals for exhibition purposes may dispose of an animal kept in captivity by the holder in accordance with the first paragraph of section 12, section 75.1, section 85.1 or section 87 of this Regulation.

74.0.2. Animals must be kept in buildings, cages, enclosures and shelters designed or built so as to prevent any animal attack and any transmission of fatal infectious diseases.”

26. Sections 74.1 to 74.4 are struck out.

27. The following is inserted after section 74.4:

“**74.5.** Animals must be kept in buildings, cages, enclosures and shelters designed or built so as to prevent any animal attack and any transmission of fatal infectious diseases.”

28. Sections 75 and 76 to 85 are struck out.

29. Section 86 is replaced by the following:

“**86.** Every person who contravenes any provision of sections 3 to 19, 25, 30, 31, 36, 42 to 44, 47 to 49, 53, 54, 56, 57, 60 to 62, 68, 74.0.1 and 74.5 commits an offence.”

30. Section 87 is replaced by the following:

“**87.** The holder of a licence for provisional custody issued under section 74 of the Regulation respecting animals in captivity, made by Order in Council 1029-92 dated 8 July 1992, may not transfer the animal indicated on the licence to any person other than a person entitled to keep it in captivity.

If the animal is transferred to a person residing outside Québec, the licence holder must so inform the Minister in writing within 15 days of such transfer.”

31. Schedules IV, V and VI are struck out.

32. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

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Gouvernement du Québec

O.C. 1175-2013, 13 November 2013

Supplemental Pension Plans Act
(chapter R-15.1)

**Pension plans in the private sector
—New relief measures for the funding of solvency
deficiencies of pension plans in the private sector**

CONCERNING the Regulation providing new relief measures for the funding of solvency deficiencies of pension plans in the private sector

WHEREAS, under the second paragraph of section 2 of the Supplemental Pension Plans Act (chapter R-15.1), the Government may, by regulation and on the conditions it

determines, exempt any pension plan it designates from the application of all or part of the Act, particularly by reason of the special characteristics of the plan or category or by reason of the complexity of the Act in relation to the number of members in the plan and prescribe special rules applicable to the plan;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation providing new relief measures for the funding of solvency deficiencies of pension plans in the private sector was published, with a written notice that it could be made by the Government on the expiry of 45 days following its publication, in part 2 of the *Gazette officielle du Québec* on 10 July 2013;

WHEREAS it is expedient to make the unamended Regulation;

IT IS ORDERED, therefore, on the recommendation of the Minister of Employment and Social Solidarity:

THAT the Regulation providing new relief measures for the funding of solvency deficiencies of pension plans in the private sector, attached hereto, be made.

JEAN ST-GELAIS,
Clerk of the Conseil exécutif

**Regulation providing new relief measures
for the funding of solvency deficiencies of
pension plans in the private sector**

Supplemental Pension Plans Act
(chapter R-15.1, s. 2, 2nd and 3rd pars.)

**DIVISION I
APPLICATION**

1. This Regulation applies to every pension plan to which Chapter X of the Supplemental Pension Plans Act (chapter R-15.1) applies, with the exception of a pension plan to which can apply other special funding measures provided for under a regulation made pursuant to section 2 of the Act.

2. The employer party to the plan may, in writing, instruct the pension committee that administers the plan to take one or more of the following relief measures provided for under section 3 for the purposes of the first actuarial valuation of the plan dated after 30 December 2013.

In the case of a multi-employer pension plan, even one not considered as such for the purposes of section 11 of the Act, the person or body empowered to amend the plan can give that instruction.

DIVISION II RELIEF MEASURES

3. The following relief measures can be taken in accordance with the terms and conditions in this Division:

(1) the application of an asset valuation method that levels the short-term fluctuations in the market value of the assets of the plan, called assets smoothing, for the purposes of determining the value of those assets on a solvency basis;

(2) the elimination, as of the date of the first actuarial valuation after 30 December 2013, of the amortization payments related to any solvency deficiency determined on the date of a previous actuarial valuation;

(3) the extension of the period provided in the Act to amortize the technical actuarial deficiencies determined on the date of the first actuarial valuation of the plan dated after 30 December 2013 or thereafter.

§1. *Assets smoothing*

4. Where instructions were given to apply the relief measure provided for under paragraph 1 of section 3, the asset valuation method on a solvency basis must include the taking into account of the short-term fluctuations in the market value of the assets during the reference period fixed in the instructions. That period cannot exceed five years.

However, where instructions were previously given under paragraph 1 of section 2 of the Regulation providing temporary relief measures for the funding of solvency deficiencies (chapter R-15.1, r. 3.1), the valuation method must remain the same as the method indicated in those instructions.

Notwithstanding the first paragraph of section 123 of the Act, the assets of the pension plan must be established in accordance with the asset valuation method indicated in the instructions, except when determining the degree of solvency of the plan, for the purposes of the first actuarial valuation after 30 December 2013 and subsequent actuarial valuations.

5. The value of the plan's assets, determined on a funding basis, may not be greater than the value that would be determined using the asset valuation method used in the last complete actuarial valuation of the plan dated prior to 31 December 2013.

§2. *Extension of the amortization period*

6. Notwithstanding section 142 of the Act, where instructions were given to apply the relief measure provided for under paragraph 3 of section 3, the amortization period for the technical actuarial deficiency determined on the date of the first actuarial valuation after 30 December 2013 or a subsequent actuarial valuation expires at the end of a fiscal year of the pension plan ending no later than 10 years after the date of the valuation that determined the deficiency.

DIVISION III ACTUARIAL VALUATION REPORT

7. Any actuarial valuation report of a pension plan whose date is after 30 December 2013 and prior to the end date of the plan's first fiscal year beginning after 31 December 2014 must indicate the measures taken in accordance with instructions. Where no instructions were given, the report must so mention.

The report must, in addition to meeting the requirements set out in sections 4 to 5.4 of the Regulation respecting supplemental pension plans (chapter R-15.1, r. 6), contain a description of the asset valuation method used.

DIVISION IV DURATION OF THE APPLICATION OF THE RELIEF MEASURES

8. The provisions of this Regulation cease to apply in respect of a pension plan on the earlier of the following dates:

(1) the date of the first actuarial valuation showing that the plan is solvent;

(2) the date fixed in a writing giving instructions to terminate their application on a given date. That date must fall on the date on which a fiscal year of the plan ends. The instructions must be given by one of the parties designated under section 2;

(3) the end date of the plan's first fiscal year beginning after 31 December 2014.

DIVISION V FINAL PROVISIONS

9. This Regulation comes into force on 31 December 2013.

Gouvernement du Québec

O.C. 1176-2013, 13 November 2013

Supplemental Pension Plans Act
(chapter R-15.1)

Pension plans of the municipal and university sectors
— **Funding**
— **Amendment**

CONCERNING the Regulation to amend the Regulation respecting the funding of pension plans of the municipal and university sectors

WHEREAS, under the second paragraph of section 2 of the Supplemental Pension Plans Act (chapter R-15.1), the Government may, by regulation and on the conditions it determines, exempt any pension plan it designates from the application of all or part of the Act, particularly by reason of the special characteristics of the plan or category or by reason of the complexity of the Act in relation to the number of members in the plan and prescribe special rules applicable to the plan;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting the funding of pension plans of the municipal and university sectors was published, with a written notice that it could be made by the Government on the expiry of 45 days following its publication, in Part 2 of the *Gazette officielle du Québec* on 10 July 2013;

WHEREAS it is expedient to make the unamended Regulation;

It is ordered, therefore, on the recommendation of the Minister of Employment and Social Solidarity:

THAT the Regulation to amend the Regulation respecting the funding of pension plans of the municipal and university sectors, attached hereto, be made.

JEAN ST-GELAIS,
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting the funding of pension plans of the municipal and university sectors

Supplemental Pension Plans Act
(chapter R-15.1, s. 2, 2nd and 3rd pars.)

1. The Regulation respecting the funding of pension plans of the municipal and university sectors (chapter R-15.1, r. 2) is amended by inserting, after section 39.1, the following:

“**39.2.** An employer participating in a pension plan — or, in the case of a multi-employer plan, even where it is not considered as such under section 11 of the Act, the participating employers jointly — may, in writing, instruct the pension committee managing the plan that the monthly payments provided for in section 141 of the Act be reduced by 50% where the following conditions are met:

(1) they become payable after 31 December 2013 and before 1 January 2016;

(2) they relate to a technical actuarial deficiency determined during a complete actuarial valuation of the plan dated after 30 December 2008 and prior to 31 December 2015.

The pension committee that receives the instructions referred to in the first paragraph shall, as soon as possible, notify the Régie in writing of the following:

(1) the date on which the pension committee received the instructions;

(2) the amount, on the date of the actuarial valuation on which it is determined, of the technical actuarial deficiency to which the monthly payments referred to in the instructions pertain;

(3) the date of that actuarial valuation and the date on which the amortization period for the deficiency ends, as determined in accordance with section 142 of the Act;

(4) the monthly payments relating to the amortization payments, established in accordance with section 141 of the Act and this section, becoming due as regards that deficiency until 31 December 2015 and thereafter.

Any actuarial valuation report that determines an actuarial deficiency to which the monthly payments referred to in the instructions pertain must also contain that information.

Notwithstanding the second paragraph of section 120 of the Act, where such a report has already been sent to the Régie, it is deemed to have been amended by the writing provided for under the second paragraph, as of the date on which the instructions are received by the pension committee.”

2. Section 42.1 of the Regulation is amended:

(1) by adding the following at the end of the first paragraph: “Where the pension committee was instructed to apply the measure provided for in section 39.2, the amortization payment determined for that fiscal year in relation to the technical actuarial deficiency is deemed to be 50% of the payment otherwise established.”;

(2) by replacing, in the second paragraph, “section 39.1” by “section 39.1 or section 39.2”.

3. This Regulation comes into force on 31 December 2013.

3104

Gouvernement du Québec

O.C. 1177-2013, 13 November 2013

Supplemental Pension Plans Act
(chapter R-15.1)

**Exemption of certain pension plans from
the application of provisions of the Act
— Amendment**

CONCERNING the Regulation to amend the Regulation respecting the exemption of certain pension plans from the application of provisions of the Supplemental Pension Plans Act

WHEREAS, under the second paragraph of section 2 of the Supplemental Pension Plans Act (chapter R-15.1), the Government may, by regulation and on the conditions it determines, exempt any pension plan it designates from the application of all or part of the Act, particularly by reason of the special characteristics of the plan or category or by reason of the complexity of the Act in relation to the number of members in the plan and prescribe special rules applicable to the plan;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting the exemption of certain pension plans from the application of provisions of the Supplemental Pension Plans Act was published, with a written notice that it could be made by the Government on the expiry of 45 days following its publication, in Part 2 of the *Gazette officielle du Québec* on 10 July 2013;

WHEREAS it is expedient to make the unamended Regulation;

IT IS ORDERED, therefore, on the recommendation of the Minister of Employment and Social Solidarity:

THAT the Regulation to amend the Regulation respecting the exemption of certain pension plans from the application of provisions of the Supplemental Pension Plans Act, attached hereto, be made.

JEAN ST-GELAIS,
Clerk of the Conseil exécutif

**Regulation to amend the Regulation
respecting the exemption of certain
pension plans from the application of
provisions of the Supplemental Pension
Plans Act**

Supplemental Pension Plans Act
(chapter R-15.1, s. 2, 2nd and 3rd pars.)

1. The second paragraph of section 1 of the Regulation respecting the exemption of certain pension plans from the application of provisions of the Supplemental Pension Plans Act (chapter R-15.1, r. 8) is amended by replacing “in section 39 or section 39.1” by “in sections 39, 39.1 or 39.2”.

2. The second paragraph of section 1.1 of the Regulation is amended by replacing “in section 39 or section 39.1” by “in sections 39, 39.1 or 39.2”.

3. This Regulation comes into force on 31 December 2013.

3105

Gouvernement du Québec

O.C. 1186-2013, 13 November 2013

Highway Safety Code
(chapter C-24.2)

**Transportation of Dangerous Substances
— Amendment**

Regulation to amend the Transportation of Dangerous Substances Regulation

WHEREAS, under subparagraph 5 of the first paragraph and the second paragraph of section 622 of the Highway Safety Code (chapter C-24.2), the Government may, by regulation, prescribe, according to classes of vehicles and classes and categories of dangerous substances, the norms and prohibitions respecting the operation of motor vehicles and combinations of road vehicles assigned to the transportation of a dangerous substance with respect to any public highway, private road open to public vehicular traffic, land occupied by shopping centres and other roads where public traffic is allowed, or to certain highways, roads and land referred to therein;

Whereas, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Transportation of Dangerous Substances Regulation was published in Part 2 of the *Gazette officielle du Québec* of 3 July 2013 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

Whereas it is expedient to make the Regulation without amendment;

It is ordered, therefore, on the recommendation of the Minister of Transport:

That the Regulation to amend the Transportation of Dangerous Substances Regulation, attached to this Order in Council, be made.

JEAN ST-GELAIS,
Clerk of the Conseil exécutif

**Regulation to amend the Transportation
of Dangerous Substances Regulation**

Highway Safety Code
(chapter C-24.2, s. 622, 1st par., subpar. 5, and 2nd par.)

1. The Transportation of Dangerous Substances Regulation (chapter C-24.2, r. 43) is amended in section 43 by replacing “the part of the approach to the Melocheville tunnel that is parallel to the lane reserved for vehicles transporting dangerous substances” in the first paragraph by “the Melocheville tunnel in Ville de Beauharnois”.

2. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

3106

Gouvernement du Québec

O.C. 1190-2013, 13 November 2013

Act respecting collective agreement decrees
(chapter D-2)

**Building service employees – Montréal and Québec
— Amendment**

Decree to amend the decrees respecting building service employees in the Montréal and Québec regions

WHEREAS, under section 2 of the Act respecting collective agreement decrees (chapter D-2), the Government made the Decree respecting building service employees in the Montréal region (chapter D-2, r. 15) and the Decree respecting building service employees in the Québec region (chapter D-2, r. 16);

WHEREAS, in accordance with section 8 of the Act, the Government may amend a decree, after consulting with the contracting parties or the parity committee, and after publication of a notice in the *Gazette officielle du Québec* and in a French language newspaper and in an English language newspaper;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1) and sections 5 and 8 of the Act respecting collective agreement decrees, a draft decree was published in Part 2 of the *Gazette officielle du Québec* of 17 April 2013 and in a French language newspaper and in an English language newspaper, with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS, in accordance with section 6 of the Act respecting collective agreement decrees, the Minister may, at the expiry of the time specified in the notice, recommend that the Government make such changes as are deemed expedient;

WHEREAS, under section 7 of the Act, despite section 17 of the Regulations Act, a decree comes into force on the day of its publication in the *Gazette officielle du Québec* or on any later date fixed therein;

WHEREAS it is expedient to make the draft Decree with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour:

THAT the Decree to amend the decrees respecting building service employees in the Montréal and Québec regions, attached to this Order in Council, be made.

JEAN ST-GELAIS,
Clerk of the Conseil exécutif

Decree to amend the decrees respecting building service employees in the Montréal and Québec regions

An Act respecting collective agreement decrees (chapter D-2, ss. 2, 6 and 8)

1. The Decree respecting building service employees in the Montréal region (chapter D-2, r. 15) is amended in section 2.03 by adding the following at the end:

“(7) maintenance work performed by an employee of a housing bureau, constituted under section 57 of the Act respecting the Société d’habitation du Québec (chapter S-8), which manages a public building owned by the Société d’habitation du Québec.”.

2. The Decree respecting building service employees in the Québec region (chapter D-2, r. 16) is amended in section 2.03 by adding the following at the end:

“(6) maintenance work performed by an employee of a housing bureau, constituted under section 57 of the Act respecting the Société d’habitation du Québec (chapter S-8), that manages a public building owned by the Société d’habitation du Québec.”.

3. This Decree comes into force on the date of its publication in the *Gazette officielle du Québec*.

Gouvernement du Québec

O.C. 1191-2013, 13 November 2013

An Act respecting collective agreement decrees (chapter D-2)

Cartage industry – Québec — Amendment

Decree to amend the Decree respecting the cartage industry in the Québec region

WHEREAS, under section 2 of the Act respecting collective agreement decrees (chapter D-2), the Government made the Decree respecting the cartage industry in the Québec region (chapter D-2, r. 3);

WHEREAS, under sections 4 and 6.1 of the Act, the contracting parties designated in the Decree have applied to the Minister of Labour for amendments to be made to the Decree;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1) and sections 5 and 8 of the Act respecting collective agreement decrees, a draft decree was published in Part 2 of the *Gazette officielle du Québec* of 12 June 2013 and in a French language newspaper and in an English language newspaper, with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS, under section 7 of the Act respecting collective agreement decrees, a decree comes into force on the day of its publication in the *Gazette officielle du Québec* or on any later date fixed therein;

WHEREAS it is expedient to make the draft Decree without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour:

THAT the Decree to amend the Decree respecting the cartage industry in the Québec region, attached to this Order in Council, be made.

JEAN ST-GELAIS,
Clerk of the Conseil exécutif

Decree to amend the Decree respecting the cartage industry in the Québec region

An Act respecting collective agreement decrees (chapter D-2, ss. 2 and 6.1)

1. The Decree respecting the cartage industry in the Québec region (chapter D-2, r. 3) is amended by replacing section 25.01 by the following:

“**25.01.** An employee who has 3 months of active and continuous service with the same employer and who has worked at least 32 hours in each week included in the period is entitled to 7 days of sick leave per year. The first day of absence is not paid. For the other days, the employee receives 8 times his or her hourly wage provided for in the Decree.

The employee must produce a medical certificate attesting the absence on account of illness.”.

2. This Decree comes into force on the day of its publication in the *Gazette officielle du Québec*.

3108

M.O., 2013

Order of the minister of sustainable development, environment, wildlife and parks dated 17 October 2013

An Act respecting the conservation and development of wildlife (chapter C-61.1)

Regulation to amend the Regulation respecting the classes of licences to keep animals in captivity and their term

THE MINISTER OF SUSTAINABLE DEVELOPMENT, ENVIRONMENT, WILDLIFE AND PARKS,

CONSIDERING subparagraphs 1 and 3 of the first paragraph of section 163 of the Act respecting the conservation and development of wildlife (chapter C-61.1), which provide that the Minister may make regulations on the matters set forth therein, particularly to establish the conditions and requirements that holders of a licence to keep animals in captivity must satisfy;

CONSIDERING the first paragraph of section 164 of the Act, which provides in particular that a regulation made under subparagraphs 1 and 3 of the first paragraph of section 163 is not subject to the publication requirements set out in section 8 of the Regulations Act (chapter R-18.1);

CONSIDERING the making of the Regulation respecting the classes of licences to keep animals in captivity and their term (chapter C-61.1, r. 10);

CONSIDERING that it is expedient to amend certain provisions of the Regulation;

ORDERS AS FOLLOWS:

The Regulation to amend the Regulation respecting the classes of licences to keep animals in captivity and their term, attached to this Order in Council, is hereby made.

Québec, 17 October 2013

YVES-FRANÇOIS BLANCHET,
*Minister of Sustainable Development
Environment, Wildlife and Parks*

Regulation to amend the Regulation respecting the classes of licences to keep animals in captivity and their term

An Act respecting the conservation and development of wildlife (chapter C-61.1, s. 163, 1st par., subpars. 1 and 3)

1. The title of the Regulation respecting the classes of licences to keep animals in captivity and their term (chapter C-61.1, r. 10) is replaced by the following:

“Regulation respecting licences to keep animals in captivity”.

2. Section 1 is amended by replacing “under the Regulation respecting animals in captivity (chapter C-61.1, r. 5)” in the part preceding paragraph 1 by “are”.

3. The following is inserted after section 2:

“**2.1.** Only holders of a zoological garden licence, a wildlife observation centre licence, a licence to keep animals for exhibition purposes or a non-resident’s circus licence may display the animals they keep in captivity to the public for remuneration.”.

4. The Regulation is amended by replacing Division II by the following:

“DIVISION II ZOOLOGICAL GARDEN LICENCE

3. A zoological garden licence authorizes its holder to keep animals of native or exotic species in captivity for conservation, research, educational, exhibition and

recreational purposes. It also authorizes its holder to capture an animal of a native species listed in Schedule I to the Regulation respecting animals in captivity for the purpose of keeping it in captivity.

4. To obtain a zoological garden licence, the applicant must, at the time of the written application to the Minister,

(1) provide his or her name and address; in the case of a legal person, its firm name and the address of its head office; in the case of a partnership, its name and the address of its main place of business; in the case of a natural person doing business under another name, that name, the person's name and address and the address of the main place of business;

(2) specify the proposed location and area of the zoological garden;

(3) specify the animal species the applicant wishes to keep in captivity;

(4) indicate the name of the veterinary surgeon who will be employed by the zoological garden, unless only fish, amphibians or reptiles will be kept; in the latter case, the applicant must indicate the name of the veterinary surgeon who will be responsible for supervising their care and provide a copy of his or her contract for services, as well as the name of the animal biological sciences technician or animal health technician who will be employed by the zoological garden; and

(5) explain how the buildings, cages, enclosures and shelters of the animals kept in captivity will be designed or built so as to prevent any animal attack and any transmission of fatal infectious diseases.

The application must be accompanied by

(1) a land-use plan for the site, to a scale that makes it possible to locate at least the infrastructures for receiving the public and for providing access to the public, and the buildings, cages, enclosures, shelters, and drinking water outlets for the animals kept in captivity;

(2) plans and specifications for new structures, in particular cages, enclosures, shelters, and drinking water outlets for the animals kept in captivity; where the structures are already in place, their dimensions may be provided in lieu of the plans and specifications;

(3) a description of the proposed educational program to inform visitors about the animals kept in captivity and their habitat; such program must

(a) explain the educational goals and objectives of the zoological garden; and

(b) describe the programs offered to visitors;

(4) a description of the animal health program, with details specifying

(a) the preventive and curative health programs;

(b) a list of the equipment to be used for veterinary care;

(c) the policy for acquiring and disposing of animals; and

(d) the procedure for disposing of dead animals; and

(5) a list of the animals and the number of each species that will be kept; and

(6) payment of the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife (chapter C-61.1, r. 32).

5. A zoological garden licence is renewable if its holder

(1) applies therefor in writing to the Minister;

(2) complies with the provisions of Divisions II and IV of the Regulation respecting animals in captivity and those of this Division;

(3) states in the application that the animals kept in captivity are of the same species as the species that were declared when the licence was applied for, indicates any new species of animals that are being kept in captivity and submits the plans and specifications for new structures, in particular cages, enclosures, shelters and drinking water outlets for those species;

(4) provides with the application a report drawn up by the veterinary surgeon employed by the zoological garden or by the veterinary surgeon responsible for supervising the care of the fish, amphibians or reptiles, dated not more than 3 months before the application for renewal, attesting that the animals or fish, amphibians or reptiles kept in captivity are in good health and are receiving the care required by their health condition;

(5) indicates the name of the new veterinary surgeon who will be employed by the zoological garden, unless only fish, amphibians or reptiles will be kept; in the latter case, the holder must indicate the name of the veterinary surgeon who will be responsible for supervising their care and provide a copy of his or her contract for services, as well as the name of the animal biological sciences technician or animal health technician who will be employed by the zoological garden; and

(6) includes with the application the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

6. The holder of a zoological garden licence must

(1) provide educational activities to enable visitors to learn about the animals kept in captivity and their habitat;

(2) build and maintain every shelter, cage or enclosure in accordance with the plans and specifications referred to in subparagraph 2 of the second paragraph of section 4;

(3) comply with the provisions of Divisions II and IV of the Regulation respecting animals in captivity and those of this Division;

(4) allow a wildlife protection officer or a person accompanying the officer to take samples from the animals kept in captivity or from the premises on which they are kept;

(5) submit to the Minister, on or before 31 January of each year, a report indicating

(a) the number of animals of each species kept in captivity;

(b) the origin of the animals acquired during the year;

(c) the number of animals of each species that were given away, exchanged or loaned and the name and address of each party to the transactions and the transaction dates;

(d) the number of animals of each species that died or that were killed or sold during the year;

(e) the educational activities offered to visitors during the year; and

(f) alterations made to the premises on which the animals are kept in captivity;

(6) maintain a register of the information referred to in subparagraphs *b*, *c* and *d* of paragraph 5 and enter therein, where applicable, the name and address of each party to the transactions and the transaction dates; and

(7) notify without delay a wildlife protection officer upon discovering that an animal has escaped from the zoological garden where it was kept.

7. The holder of a zoological garden licence may exhibit the animals kept in captivity at a location other than that referred to in subparagraph 2 of the first paragraph of section 4, provided that the holder has a document issued by the municipality attesting that such exhibition at such location complies with municipal by-laws

DIVISION III

WILDLIFE OBSERVATION CENTRE

8. A wildlife observation centre licence authorizes its holder to keep animals of the species listed in Schedule II to the Regulation respecting animals in captivity or native species in captivity for conservation, research, educational, exhibition or recreational purposes, for at least 3 months per year. It also authorizes its holder to capture an animal of a native species listed in Schedule I to the Regulation respecting animals in captivity for the purpose of keeping it in captivity.

9. To obtain a wildlife observation centre licence, the applicant must, at the time of the written application to the Minister,

(1) provide his or her name and address; in the case of a legal person, its firm name and the address of its head office; in the case of a partnership, its name and the address of its main place of business; in the case of a natural person doing business under another name, that name, the person's name and address and the address of the main place of business;

(2) specify the proposed location and area of the observation centre;

(3) specify the animal species the applicant wishes to keep in captivity and their origin;

(4) indicate the name of the veterinary surgeon who will be responsible for supervising the care of the animals and provide a copy of his or her contract for services; and

(5) explain how the buildings, cages, enclosures and shelters of the animals kept in captivity will be designed or built so as to prevent any animal attack and any transmission of fatal infectious diseases.

The application must be accompanied by

(1) a land-use plan for the site, to a scale that makes it possible to locate at least the infrastructures for receiving the public and for providing access to the public, and the buildings, cages, enclosures, shelters, and drinking water outlets for the animals kept in captivity;

(2) plans and specifications for new structures, in particular cages, enclosures, shelters, and drinking water outlets for the animals kept in captivity; where the structures are already in place, their dimensions may be provided in lieu of the plans and specifications;

(3) a description of the proposed educational program to inform visitors about the animals kept in captivity and their habitat; such program must

(a) explain the educational goals and objectives of the wildlife observation centre; and

(b) describe the programs offered to visitors;

(4) a description of the animal health program, with details specifying

(a) the preventive and curative health programs;

(b) a list of the equipment to be used for veterinary care;

(c) the policy for acquiring and disposing of animals; and

(d) the procedure for disposing of dead animals; and

(5) a list of the animals and the number of each species that will be kept; and

(6) payment of the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

10. A wildlife observation centre licence is renewable if its holder

(1) applies therefor in writing to the Minister;

(2) complies with the provisions of Divisions II and V of the Regulation respecting animals in captivity and those of this Division;

(3) states in the application that the animals kept in captivity are of the same species as the species that were declared when the licence was applied for, indicates any new species of animals that are being kept in captivity and submits the plans and specifications for new structures, in particular cages, enclosures, shelters, and drinking water outlets for those species;

(4) provides with the application a veterinary surgeon's report dated not more than 3 months before the application for renewal describing the health of the animals kept in captivity, on the basis of a visual examination, and the conditions in which the animals are kept;

(5) indicates the name of the veterinary surgeon who will be responsible for supervising the care of the animals and provides a copy of his or her contract for services; and

(6) includes with the application the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

11. The holder of a wildlife observation centre licence must

(1) provide educational activities to enable visitors to learn about the animals kept in captivity and their habitat;

(2) build and maintain every shelter, cage, or enclosure in accordance with the plans and specifications referred to in subparagraph 2 of the second paragraph of section 9;

(3) comply with the provisions of Divisions II and V of the Regulation respecting animals in captivity and those of this Division;

(4) allow a wildlife protection officer or a person accompanying the officer to take samples from the animals kept in captivity or from the premises on which they are kept;

(5) submit to the Minister, on or before 31 January of each year, a report indicating

(a) the number of animals of each species kept in captivity;

(b) the origin of the animals acquired during the year;

(c) the number of animals of each species that were given away, exchanged or loaned and the name and address of each party to the transactions;

(d) the number of animals of each species that escaped or died or that were killed or sold during the year;

(e) the educational activities offered to visitors during the year; and

(f) alterations made to the premises on which the animals are kept in captivity;

(6) maintain a register of the information referred to in subparagraphs *b*, *c* and *d* of paragraph 5 and enter therein, where applicable, the name and address of each party to the transactions and the transaction dates; and

(7) notify without delay a wildlife protection officer upon discovering that an animal has escaped from the wildlife observation centre where it was kept.

DIVISION IV **WILDLIFE REHABILITATION CENTRE**

12. A wildlife rehabilitation centre licence authorizes its holder to keep in captivity, for rehabilitation purposes, injured or orphaned animals of native species.

13. To obtain a wildlife rehabilitation centre licence, the applicant must, at the time of the written application to the Minister,

(1) provide his or her name and address; in the case of a legal person, its firm name and the address of its head office; in the case of a partnership, its name and the address of its main place of business; in the case of a natural person doing business under another name, that name, the person's name and address and the address of the main place of business;

(2) specify the proposed location of the rehabilitation centre;

(3) indicate the name and address of each person under the applicant's supervision who keeps animals in captivity for rehabilitation purposes, and the locations where the animals will be kept;

(4) indicate the name of the veterinary surgeon who will be responsible for supervising the care of the animals kept for rehabilitation purposes and provide a copy of his or her contract for services;

(5) provide the plans and specifications for the premises on which the animals will be kept;

(6) provide the list of the equipment to be used for veterinary care;

(7) indicate the procedure for disposing of dead animals;

(8) indicate the name of the person responsible for the care of the animals; and

(9) pay the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

14. A wildlife rehabilitation centre licence is renewable if its holder

(1) applies therefor in writing to the Minister;

(2) complies with the provisions of Divisions II and VI of the Regulation respecting animals in captivity and those of this Division;

(3) indicates in the application the name and address of each person under the holder's supervision who keeps animals in captivity for rehabilitation purposes, and the locations where they will be kept;

(4) indicates the name of the veterinary surgeon who will be responsible for supervising the care of the animals kept for rehabilitation purposes and provide a copy of his or her contract for services; and

(5) includes with the application the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

15. The holder of a wildlife rehabilitation centre licence must

(1) allow a wildlife protection officer or a person accompanying the officer to take samples from the animals kept in captivity or from the premises on which they are kept;

(2) submit to the Minister, on or before 31 January of each year, a report indicating

(a) the number of animals of each species kept in captivity;

(b) the origin of the animals received during the year; and

(c) the number of animals of each species that died or that were killed or otherwise disposed of during the year;

(3) maintain a register and enter therein, for each animal received, its origin, the names and addresses of the persons who provided the licence holder with it, the date of receipt, the date on which it was set free and the location, or the date on which it was put to death;

(4) maintain a list of the persons under the holder's supervision who keep animals in captivity for rehabilitation purposes; and

(5) build and maintain every shelter, cage, or enclosure in accordance with the plans and specifications referred to in paragraph 5 of section 13.

DIVISION V **KEEPING OF AMPHIBIANS**

16. A licence to keep amphibians authorizes its holder to capture amphibians of the species listed in Schedule I for the purpose of keeping them in captivity and to keep them in captivity for commercial and breeding purposes.

17. To obtain a licence to keep amphibians, the applicant must, at the time of the written application to the Minister,

(1) provide his or her name and address; in the case of a legal person, its firm name and the address of its head office; in the case of a partnership, its name and the address of its main place of business; in the case of a natural person doing business under another name, that name, the person's name and address and the address of the main place of business;

(2) indicate the species that the applicant wishes to capture and keep;

(3) indicate the premises on which they will be kept; and

(4) pay the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

18. A licence to keep amphibians is renewable if its holder

(1) applies therefor in writing to the Minister;

(2) complies with the provisions of Divisions II and VII and those of this Division; and

(3) includes with the application the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

19. The holder of a licence to keep amphibians must submit a report to the Minister on or before 31 January of each year, indicating

(1) where the amphibians were captured and how many amphibians of each species were captured at each place of capture;

(2) the number of amphibians purchased and their origin; and

(3) the number of amphibians of each species that were sold.

DIVISION VI

KEEPING OF WHITE-TAILED DEER

20. A licence to keep white-tailed deer authorizes its holder to keep in captivity no more than 5 white-tailed deer for personal purposes.

21. A licence to keep white-tailed deer is renewable if its holder

(1) applies therefor in writing to the Minister;

(2) complies with the provisions of Divisions II and VIII of the Regulation respecting animals in captivity and those of this Division; and

(3) includes with the application the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

22. The holder of a licence to keep white-tailed deer must

(1) comply with the provisions of Divisions II and VIII of the Regulation respecting animals in captivity and those of this Division;

(2) allow a wildlife protection officer or a person accompanying the officer to take samples from the deer kept in captivity or from the premises on which they are kept;

(3) notify without delay a wildlife protection officer upon discovering that an animal has escaped from the enclosure;

(4) submit to the Minister, on or before 31 January of each year, a report indicating

(a) the number of deer kept in captivity;

(b) the number of deer purchased and received and, where applicable, the name and address of each party to the transactions and the transaction dates;

(c) the number of deer born from the deer kept in captivity; and

(d) the number of deer kept in captivity that died or were killed during the year.

DIVISION VII

GAME RANCHES

§1. Game ranches for various species

23. A game ranch licence for various species authorizes the keeping in captivity of animals of the various species listed in Schedule II.

24. To obtain a game ranch licence for various species, the applicant must, at the time of the written application to the Minister,

(1) provide his or her name and address; in the case of a legal person, its firm name and the address of its head office; in the case of a partnership, its name and the address of its main place of business; in the case of a natural person doing business under another name, that name, the person's name and address and the address of the main place of business;

(2) specify the species the applicant wishes to keep in captivity;

(3) indicate the site where those species will be kept in captivity and its features with respect to the percentage of wooded area and its main tree species;

(4) describe the layout of the enclosures, which must comply with the provisions of section 53 of the Regulation respecting animals in captivity; and

(5) pay the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

25. A game ranch licence for various species is renewable if its holder

(1) applies therefor in writing to the Minister;

(2) complies with the provisions of Divisions II and XI of the Regulation respecting animals in captivity and those of this Subdivision; and

(3) includes with the application the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

26. The holder of a game ranch licence for various species must

(1) comply with the provisions of Divisions II and IX of the Regulation respecting animals in captivity and those of this Subdivision;

(2) notify the Minister in writing of any alteration the holder wishes to make to the fence referred to in paragraph 1 or 2 of section 53 of the Regulation respecting animals in captivity;

(3) notify without delay a wildlife protection officer upon discovering that an animal other than a bird, except a wild turkey in the areas referred to in section 12 of the Regulation respecting animals in captivity, has escaped from the enclosure;

(4) allow a wildlife protection officer or a person accompanying the officer to take samples from the animals kept in captivity or from the premises on which they are kept; and

(5) submit to the Minister, on or before 31 January of each year, a report indicating

(a) the number of animals of each species kept in captivity;

(b) the number of animals of each species born during the year;

(c) the number of animals of each species that died during the year;

(d) the number of animals of each species that escaped and the number of animals recovered, if any, during the year;

(e) the number of animals of each species killed by the licence holder during the year and the number of animals killed by third persons; and

(f) the number of animals of each species sent to the slaughterhouse during the year.

§2. *Breeding and game ranches for white-tailed deer*

27. A breeding and game ranch licence for white-tailed deer authorizes the keeping in captivity of white-tailed deer for breeding purposes or for the purpose of operating a game ranch.

28. A breeding and game ranch licence for white-tailed deer is renewable if its holder

(1) applies therefor in writing to the Minister;

(2) complies with the provisions of Division II and Subdivision 2 of Division IX of the Regulation respecting animals in captivity and those of this Subdivision; and

(3) includes with the application the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

Upon renewing a licence, the licence holder may request that it be renewed as a licence to keep white-tailed deer, provided that the licence holder meets the requirements of section 22.

29. A game ranch and breeding licence for white-tailed deer may be transferred with the Minister's authorization.

To obtain the Minister's authorization, the person who wants to acquire the licence must

(1) file a written application with the Minister that contains the following information and documents:

(a) the person's name and address; in the case of a legal person or partnership, its name and the address of its main place of business; in the case of a natural person doing business under another name, that name, the person's name and address and the address of the main place of business;

(b) a copy of the plans of the facilities that will be used to keep the deer in captivity;

(2) comply with the provisions of Division II and Subdivision 2 of Division IX of the Regulation respecting animals in captivity and those of this Subdivision;

(3) acquire all the white-tailed deer held by the former licence holder;

(4) pay the fees payable for the licence transfer prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

30. A game ranch and breeding licence for white-tailed deer may not be transferred if the chronic wasting disease of cervidae was detected within the hunting areas where the game ranches are located.

31. The holder of a breeding and game ranch licence for white-tailed deer must

(1) comply with the provisions of Division II and Subdivision 2 of Division IX of the Regulation respecting animals in captivity and those of this Subdivision;

(2) give advance notice to the Minister in writing of any alteration the holder wishes to make to the fence referred to in section 57 of the Regulation respecting animals in captivity or of any change in the location of the premises on which the animals are kept;

(3) notify without delay a wildlife protection officer upon discovering that an animal has escaped from the enclosure;

(4) allow a wildlife protection officer or a person accompanying the officer to take samples from the deer kept in captivity or from the premises on which they are kept;

(5) submit to the Minister, on or before 31 January of each year, a report containing the following information for the preceding year:

(a) the number of deer kept in captivity during the year;

(b) the number of deer born during the year;

(c) the number of deer that died during the year;

(c.1) the number of deer purchased or sold during the year;

(d) the number of deer that escaped and the number of deer recovered, if any, during the year;

(e) the number of deer killed by the licence holder during the year and the number of deer killed by third persons; and

(f) the number of deer sent to the slaughterhouse during the year; and

(6) maintain a register, indicating for each animal

(a) the tattoo and tag numbers;

(b) the animal's sex;

(c) the year of birth;

(d) the dates of the various transactions concerning the animal, such as its purchase, sale, donation or delivery to a slaughterhouse, and the name and address of each party to those transactions; and

(e) the date of death or, as the case may be, the date on which the animal was killed and the name and address of the person who killed it.

A copy of the register referred to in subparagraph 6 of the first paragraph may stand in lieu of the report referred to in subparagraph 5 of that paragraph if it contains the same information.

DIVISION VIII KEEPING OF ANIMALS IN CAPTIVITY FOR COMMERCIAL PURPOSES

32. The holder of an animal broker's licence, an animal trainer's licence or a by-product collector's licence may keep animals in captivity for commercial purposes other than public display.

An animal broker's licence authorizes the keeping in captivity of animals of native or exotic species for purposes of brokerage, purchase or sale.

An animal trainer's licence authorizes the keeping in captivity of animals of native or exotic species that are trained for promotion purposes or for the filming of commercials or movies.

A by-product collector's licence authorizes the keeping in captivity of native species for the purpose of taking certain by-products on live animals.

33. To obtain one of the licences provided for in section 32, the applicant must, at the time of the written application to the Minister,

(1) provide his or her name and address; in the case of a legal person, its firm name and the address of its head office; in the case of a partnership, its name and the address of its main place of business; in the case of a natural person doing business under another name, that name, the person's name and address and the address of the main place of business;

(2) specify the location where the animals will be kept;

(3) specify for what purposes the applicant intends to keep the animals;

(4) provide the plans and specifications for the shelters, cages, or enclosures;

(5) submit a business plan accepted by a financial institution and pertaining to the applicant's proposed activities; and

(6) pay the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

34. Every licence provided for in section 32 is renewable if its holder

(1) applies therefor in writing to the Minister;

(2) complies with the provisions of Divisions II and X of the Regulation respecting animals in captivity and those of this Division;

(3) includes with the application the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife; and

(4) in the case of the holder of an animal trainer's licence or a by-product collector's licence, includes a certificate from a chartered professional accountant establishing that the income derived from the use of the animals kept in captivity for the purposes stipulated in the licence has been \$10,000 or more during the preceding year.

35. The holder of an animal broker's licence may not keep an animal for more than one year.

36. The holder of a licence provided for in section 32 must

(1) maintain a register of commercial transactions and enter therein, for each animal,

(a) its scientific name;

(b) the nature and, in the case of the holder of an animal trainer's licence, duration of the activity;

(c) the name and address of the parties involved in each transaction and each transaction date; and

(d) the number of animals that were born or died;

(2) if the licence holder holds a by-product collector's licence and keeps white-tailed deer or moose, identify them in accordance with section 56 of the Regulation respecting animals in captivity;

(3) allow a wildlife protection officer or a person accompanying the officer to take samples from the animals kept in captivity or from the premises on which they are kept;

(4) submit to the Minister, on or before 31 January of each year, a copy of the register referred to in paragraph 1 or a report containing the same information;

(5) except in the case of animals kept by the holder of a by-product collector's licence, post the following information on each cage or enclosure in such a manner that it is visible from the outside:

(a) the animal owner's name and address;

(b) the number of the related licence to keep animals;

(c) the name of the animal species and the number of animals;

(d) in the case of the holder of an animal broker's licence, the origin of each animal and the date on which it was received; and

(e) in the case of the holder of an animal broker's licence, the destination of each animal and the anticipated shipment date;

(6) build and maintain every shelter, cage, or enclosure in accordance with the plans and specifications referred to in paragraph 4 of section 33;

(7) notify without delay a wildlife protection officer upon discovering that an animal has escaped from the enclosure or cage where it was kept; and

(8) in the case of the holder of a by-product collector's licence who keeps cervidae, boars or peccaries in captivity, maintain an enclosure complying with the provisions of section 53 of the Regulation respecting animals in captivity.

DIVISION XI
KEEPING ANIMALS IN CAPTIVITY FOR
EXHIBITION PURPOSES

37. A licence to keep animals for exhibition purposes authorizes its holder to keep in captivity, for remunerated exhibition purposes, the animals of the species listed in Schedule II to the Regulation respecting animals in captivity, animals indicated on the licence for provisional custody referred to in section 55 or animals referred to in Schedule III for the holder of a hawker's licence.

The licence provided for in the first paragraph is not required from a producer within the meaning of the Farm Producers Act (chapter P-28) if the producer complies with the provisions of Division II and section 9 or 10 of the Regulation respecting animals in captivity, as the case may be, and paragraphs 2, 4, 5, and 6 of section 40 of this Regulation. The producer must also keep an annual register indicating the number of animals exhibited per species, the exhibition period, the number of animals that have escaped, where applicable, and the educational activities offered to visitors.

38. To obtain a licence to keep animals for exhibition purposes, the applicant must, at the time of the written application to the Minister,

(1) provide his or her name and address; in the case of a legal person, its firm name and the address of its head office; in the case of a partnership, its name and the address of its main place of business; in the case of a natural person doing business under another name, that name, the person's name and address and the address of the main place of business;

(2) specify the animal species the applicant wishes to keep in captivity for exhibition purposes, their number and origin;

(3) specify the location where the animal species will be kept in captivity and the location where they will be exhibited;

(4) indicate the name of the veterinary surgeon who will be responsible for supervising the care of the animals and provide a copy of his or her contract for services;

(5) in the case of a non-resident, indicate the date of arrival in Québec of the animal species kept in captivity for exhibition purposes and their scheduled date of exhibition; and

(6) in the case of a non-resident, hold civil liability insurance coverage in the minimum amount of \$2,000,000.

The application must be accompanied by

(1) a land-use plan for the site, to a scale that makes it possible to locate at least the infrastructures for receiving the public and for providing access to the public, and the buildings, cages, enclosures, shelters, and drinking water outlets for the animals kept in captivity;

(2) plans and specifications for new structures, in particular cages, shelters, and drinking water outlets for the animals; where the structures are already in place, their dimensions may be provided in lieu of the plans and specifications;

(3) a description of the animal health program, with details specifying

(a) the preventive and curative health programs;

(b) a list of the equipment to be used for veterinary care;

(c) the policy for acquiring and disposing of animals; and

(d) the procedure for disposing of dead animals;

(4) a copy of the civil liability insurance contract referred to in subparagraph 6 of the first paragraph, where applicable; and

(5) payment of the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

39. A licence to keep animals for exhibition purposes is renewable if its holder

(1) applies therefor in writing to the Minister;

(2) complies with the provisions of Divisions II and XI of the Regulation respecting animals in captivity and those of this Division;

(3) states in the application that the animals kept in captivity are of the same species as the species that were declared when the licence was applied for, indicates any new species of animals that are being kept in captivity, and submits the plans and specifications for new structures, in particular cages, enclosures, shelters and drinking water outlets for those species;

(4) indicates in the application the location where the animal species will be exhibited;

(5) provides with the application a report drawn up by a veterinary surgeon, dated not more than 3 months before the application for renewal, describing the health of the animals kept in captivity, on the basis of a visual examination, and the conditions in which the animals are kept;

(6) indicates the name of the veterinary surgeon who will be responsible for supervising the care of the animals and provides a copy of his or her contract for services; and

(7) includes with the application the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

40. The holder of a licence to keep animals for exhibition purposes must

(1) build and maintain every shelter, cage, or enclosure in accordance with the plans and specifications referred to in subparagraph 2 of the second paragraph of section 38 and comply with the standards provided for in sections 9 and 10 of the Regulation respecting animals in captivity, as the case may be;

(2) have the care of the animals supervised by a veterinary surgeon;

(3) make sure that the civil liability insurance policy referred to in subparagraph 6 of the first paragraph of section 38 remains in force throughout the term of the licence;

(4) notify without delay a wildlife conservation officer upon discovering that an animal has escaped from the enclosure or from its cage;

(5) comply with the provisions of Divisions II and XI of the Regulation respecting animals in captivity and those of this Division;

(6) allow a wildlife protection officer or a person accompanying the officer to take samples from the animals kept in captivity or from the premises on which they are kept; and

(7) submit to the Minister, on or before 31 January of each year, a report indicating

(a) the number of animals of each species kept in captivity;

(b) the origin of the animals acquired during the year;

(c) the number of animals of each species that were given away or exchanged or loaned for reproduction purposes;

(d) the number of animals of each species that died or that were killed or sold during the year; and

(e) alterations made to the premises on which the animals are kept in captivity.

DIVISION XII

CIRCUS

41. A non-resident's circus licence authorizes the keeping in captivity of animals of native or exotic species, for exhibition or entertainment purposes, for remuneration, in Québec.

42. To obtain a non-resident's circus licence, a person must apply in writing to the Minister and

(1) be a non-resident;

(2) provide his or her name and address; in the case of a legal person, its firm name and the address of its head office; in the case of a partnership, its name and the address of its main place of business; in the case of a natural person doing business under another name, that name, the person's name and address and the address of the main place of business;

(3) specify the animal species that will be kept in captivity;

(4) specify the locations where the animals will be kept in captivity and exhibited;

(5) indicate the date of arrival of the animals kept in captivity in Québec and their date of departure and the date of their exhibition;

(6) specify the name of the insurance company, the amount of civil liability coverage, which must be at least \$2,000,000 and sufficient to cover the risks involved in exhibiting animals kept in captivity, and the number of the insurance policy; and

(7) explain how the buildings, cages, enclosures and shelters of the animals will be designed or built so as to prevent any animal attack and any transmission of fatal infectious diseases.

The application must be accompanied by

(1) a land-use plan for the site, to a scale that makes it possible to locate at least the infrastructures for receiving the public and for providing access to the public, and the buildings, cages, enclosures, shelters, and drinking water outlets for the animals;

(2) a report by a veterinary surgeon drawn up not more than 3 months before the application for a licence, attesting that the animals kept in captivity are in good health or are receiving the care required by their health condition;

(3) a copy of the civil liability insurance contract referred to in subparagraph 6 of the first paragraph;

(4) a document in writing issued by the municipality attesting that such exhibition at such location complies with municipal by-laws; and

(5) payment of the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

43. The holder of a non-resident's circus licence must

(1) lay out and maintain every shelter, cage or enclosure in accordance with the plan referred to in subparagraph 1 of the second paragraph of section 42;

(2) comply with the provisions of Divisions II and XII of the Regulation respecting animals in captivity and those of this Division;

(3) have the care of the animals supervised by a veterinary surgeon;

(4) make sure that the civil liability insurance policy referred to in subparagraph 6 of the first paragraph of section 42 remains in force throughout the term of the licence;

(5) notify without delay a wildlife protection officer upon discovering that an animal has escaped from the enclosure or from its cage; and

(6) allow a wildlife protection officer or a person accompanying the officer to take samples from the animals kept in captivity or from the premises on which they are kept.

DIVISION XII **FALCONRY**

§1. Apprentice hawkers

44. An apprentice hawker's licence authorizes its holder to keep in captivity one bird of prey of a species listed in Schedule III or a hybrid between those species, for the purpose of learning falconry.

45. To obtain an apprentice hawker's licence, the applicant must, at the time of the written application to the Minister,

- (1) provide his or her name and address;
- (2) be at least 16 years of age;
- (3) specify the location where the bird of prey will be kept;
- (4) not have held such a licence more than once; and
- (5) pay the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife

46. An apprentice hawker's licence may be renewed only once if its holder

(1) applies therefor in writing to the Minister;

(2) complies with the provisions of Division II and Subdivision 1 of Division XII of the Regulation respecting animals in captivity and those of this Subdivision;

(3) includes with the application the register referred to in paragraph 3 of section 47 attesting that the holder received at least 15 hours of training in falconry; and

(4) includes with the application the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

47. The holder of an apprentice hawker's licence must

(1) have the bird of prey ringed within 15 days of its receipt, if the bird is not already ringed;

(2) send to the Minister, within 30 days of receiving the bird of prey, a report indicating the species kept in captivity, the bird's sex, age, origin, breeding, and ring number; and

(3) enter in a register each hour of training in falconry received from the holder of a hawker's licence and have each entry signed by the latter.

48. The holder of an apprentice hawker's licence must remain in contact with the bird of prey at all times during flying activities; to that end, the licence holder must be equipped with a receiver and the bird with a transmitter making it possible to trace it.

§2. Hawkets

49. A hawker's licence authorizes its holder to keep in captivity birds of prey of the species listed in Schedule III or a hybrid between those species, for falconry purposes.

50. To obtain a hawkler's licence, the applicant must, at the time of the written application to the Minister,

- (1) provide his or her name and address;
- (2) be at least 18 years of age;
- (3) have successfully completed a course in falconry and provide a written attestation from the person who gave the course, or have received 30 hours of training from the holder of a hawkler's licence and submit the register attesting that the training was received with the trainer's signature for each hour entered, or hold a hawkler's licence issued outside Québec and include a copy thereof with the application;
- (4) specify the location where the birds of prey will be kept in captivity;
- (5) indicate the ring number of each bird the applicant intends to keep in captivity; and
- (6) pay the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

51. A resident hawkler's licence is renewable if its holder

- (1) applies therefor in writing to the Minister;
- (2) complies with the provisions of Division II and Subdivision 2 of Division XII of the Regulation respecting animals in captivity and those of this Subdivision;
- (3) includes with the application a copy of the register referred to in paragraph 3 of section 52; and
- (4) includes with the application the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife.

52. The holder of a hawkler's licence must

- (1) have each bird of prey ringed within 15 days of its birth or receipt, if the bird is not already ringed;
- (2) send to the Minister, within 30 days of receiving a bird of prey, a report indicating the species kept in captivity, the bird's sex, age, origin, breeding, and ring number; and
- (3) keep a register and enter therein
 - (a) the number of birds of each species kept in captivity and each bird's ring number;

- (b) the number of birds of each species born during the year, their hatching date, ring number, sex, origin and breeding;

- (c) the number of birds of each species that were lost during the year;

- (d) the number of birds of each species that died during the year; and

- (e) the number of birds of each species that were acquired, sold or given away during the year, the name and address of each party to the transactions and the transaction dates.

53. The holder of a hawkler's licence must remain in contact with the bird of prey at all times during flying activities; to that end, the licence holder must be equipped with a receiver and the bird with a transmitter making it possible to trace it.

DIVISION XIII **PENAL**

54. Every person who contravenes any provision of sections 2.1, 6, 7, 11, 15, 19, 22, 26, 31, 35, 36, 40, 43, 47, 48, 52, 53 and 55 commits an offence.

DIVISION XIV **TRANSITIONAL**

55. A licence for provisional custody issued under section 74 of the Regulation respecting animals in captivity made by Order in Council 1029-92 dated 8 July 1992 is renewable if the licence holder submits an application in writing to the Minister that includes the fees prescribed by the Regulation respecting the scale of fees and duties related to the development of wildlife. Despite the foregoing, the licence may not be renewed after an animal has died or been disposed of.

Within 15 days of the death of an animal, the person who had custody of the animal must turn it over to a wildlife protection officer or send to the Minister written confirmation by a veterinary surgeon of the animal's death, together with its microchip.

The holder of a licence for provisional custody may exhibit the animal indicated on the licence provided that the holder obtains a licence to keep animals for exhibition purposes."

5. The Regulation is amended by adding Schedules I, II and III attached hereto.

6. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

SCHEDULE I

(s. 17)

NATIVE AMPHIBIANS KEPT FOR
COMMERCIAL PURPOSES

Wood frog

Mink frog

Northern leopard frog

Green frog

Bullfrog

SCHEDULE II

(s. 24)

SPECIES AUTHORIZED FOR GAME RANCHES
FOR VARIOUS SPECIES

A – Mammals Class

Buffalo

Cervidae referred to in Schedule II

Peccaries

Boars

B – Birds Class

Wild turkey

Quail

Northern bobwhite

Pheasant

Francolin

Rock partridge

Chukar

Red-legged partridge

Guinea fowl

SCHEDULE III

(ss. 45 and 50)

SPECIES AUTHORIZED FOR FALCONRY

Goshawks

Buzzards

Kestrels

Hawks

Falcons

3109

Draft Regulations

Draft Regulation

Chartered Professional Accountants Act
(chapter C-48.1)

Chartered professional accountants — Public accountancy permit

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation respecting the public accountancy permit of the Ordre des comptables professionnels agréés du Québec, made by the board of directors of the Ordre des comptables professionnels agréés du Québec, may be submitted to the Government which may approve it, with or without amendment, on the expiry of 45 days following this publication.

The draft Regulation establishes the terms and conditions for receiving and holding a public accountancy permit applicable to the members of the Ordre des comptables professionnels agréés du Québec.

The draft Regulation also determines the legal authorizations to practise public accountancy outside Québec that give access to the permit, and the terms and conditions for the issue of that permit applicable to the holders of such authorizations.

The draft Regulation has no impact on enterprises, including small and medium-sized businesses.

Further information may be obtained by contacting Christiane Brizard, Ordre des comptables professionnels agréés du Québec, 4, Place Ville-Marie, 6^e étage, Montréal (Québec) H3B 2E7; telephone: 514 849-1155; fax: 514 849-9674; email: c.brizard@cpa-quebec.com.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to the Chair of the Office des professions du Québec, 800, place D'Youville, 10^e étage, Québec (Québec) G1R 5Z3. The comments will be forwarded by the Office to the Minister of Justice and may also be sent to the professional order that made the Regulation and to interested persons, departments and bodies.

JEAN PAUL DUTRISAC,
Chair of the Office des professions du Québec

Regulation respecting the public accountancy permit of the Ordre des comptables professionnels agréés du Québec

Chartered Professional Accountants Act
(chapter C-48.1, ss. 5 and 6)

DIVISION I GENERAL PROVISIONS

1. The Ordre des comptables professionnels agréés du Québec shall issue a public accountancy permit:

(1) to a member who meets the following conditions:

(a) has successfully completed the professional education program in public accountancy set out in Division II or training recognized by the Order that meets the criteria set out in Division II;

(b) has successfully completed the training period in public accountancy set out in Division III or a period of training or practical experience recognized by the Order that meets the criteria set out in Division III;

(c) has passed the public accountancy examination of the Order set out in Division IV or passed an evaluation or earned practical experience recognized by the Order that meets the criteria set out in Division IV;

(d) has completed an application for a public accountancy permit;

(e) has paid the prescribed fees.

(2) to a member who holds a legal authorization to practice public accountancy contemplated in Division VI.

The fees payable under this Regulation are those prescribed by the Board of directors pursuant to paragraph (8) of section 86.0.01 of the Professional Code (chapter C-26).

2. A member shall meet the conditions in subparagraphs *a* to *c* of paragraph (1) of section 1 within three years from the date of registration in the professional education program or the date of authorization to start a training period in public accountancy, whichever is earliest, or within the period prescribed by the Order in exercising its powers under Division V.

DIVISION II PROFESSIONAL EDUCATION

3. The professional education program in public accountancy allows for the in-depth integration and development of competencies in assurance and taxation.

Members successfully complete the professional education program when they have completed one of the following:

(1) Six to 12 credits integrated in a graduate level program in an educational institution that grants a diploma giving access to the permit issued by the Order, employs sufficient and quality faculty resources and has adopted ethics and quality control policies, thus ensuring quality teaching adapted to the development of the profession;

(2) graduate-level education offered by the Order consisting of at least two modules of 8 to 10 weeks each.

This education shall be delivered using learning methodologies and evaluation processes that include a diversity of modern teaching methodologies emphasizing competency development.

For purposes of paragraphs (1), (2) and (3), the following education is taken into account:

(1) modules or courses allowing for the in-depth development of competencies in assurance and taxation completed by the member as part of the professional education program contemplated in Division II of the Regulation respecting other terms and conditions for the issue of permits of the Ordre des comptables professionnels agréés du Québec (*indicate the alphanumeric reference*);

(2) up-to-date professional education that meets the criteria set out in the first three paragraphs and is adapted to the Canadian context.

4. To complete the education delivered as part of a university program, members shall register with a university that provides such education. To complete the education delivered by the Order, members shall register with the Order.

Members shall also pay the prescribed fees.

DIVISION III TRAINING PERIOD

5. The training period in public accountancy lasts 24 months and is comprised of at least 1,250 hours of professional services in assurance, including at least

625 hours devoted to audit engagements. It enables the trainee member to integrate, in a professional environment, competencies in the area of financial reporting and to develop in-depth competencies in audit and assurance. The work environment in which the training period takes place has the following characteristics:

(1) audit and assurance services are offered to various types of clients operating in diverse industries;

(2) the trainee member is provided with a range of progressively complex assignments, increasing responsibility and high-quality practical experience conducive to his progress;

(3) the policies and practices in place will allow the trainee member to carry out assignments in keeping with values that foster professional and ethical conduct.

For purposes of the first paragraph, the following practical experience is taken into account:

(1) a training period completed by the member in accordance with the Regulation respecting other terms and conditions for the issue of permits by the Ordre des comptables professionnels agréés du Québec and meeting the requirements of this Division;

(2) up-to-date practical experience that meets the requirements of the first paragraph and is adapted to the Canadian context.

6. The training period in public accountancy shall be supervised by a training supervisor who assists the trainee member in achieving the objectives of the training period.

7. The training supervisor shall satisfy the following conditions:

(1) holds a public accountancy permit and practices auditing in the enterprise or organization where the training period is taking place;

(2) is not struck off the Roll, suspended or subject to a limitation of the right to engage in professional activities;

(3) was not the subject of a striking off the Roll, a suspension or a limitation of the right to engage in professional activities imposed by the disciplinary council or by any other disciplinary tribunal in the three years prior to the training period authorization;

(4) has the experience, competence and availability required to perform this function.

8. Before starting a training period, members shall complete a public accountancy training period project authorization request using the prescribed form and pay the prescribed fees.

The training period evaluation committee authorizes the public accountancy training period project if it meets the conditions provided for in this Division. Before refusing to authorize a public accountancy training period project, the committee shall give the trainee member the opportunity to submit written representations. The decision of the training period evaluation committee is final.

9. Any change to a training period project shall be authorized by the training period evaluation committee.

10. During the training period, the trainee member submits periodic assessments on his progression to the training period evaluation committee in accordance with the objectives stated in section 5. These assessments, completed on the Order's forms and signed by the training supervisor, shall be submitted at least twice a year.

Within 30 days of the end of the training period, the trainee member shall also submit a final assessment report on the training period in accordance with the objectives stated in section 5, completed on the Order's form and signed by the training supervisor.

11. The training period evaluation committee may, during the training period, verify whether the training period meets the requirements of the authorized project. To this end, the committee may require from the training supervisor or trainee member information that will allow it to evaluate the validity of the training period.

If the committee believes that the training period does not meet the requirements of the authorized project, it may take one or more of the following actions:

- (1) revoke its authorization of the training period project;
- (2) refuse to recognize all or part of the training period already served;
- (3) indicate the conditions under which the training period can be completed.

Before taking any of these actions, the committee shall give the trainee member the opportunity to submit written representations.

12. The training period evaluation committee determines, based on the periodic assessments and the final assessment report, whether the trainee member meets the training period requirements and informs the trainee member.

If the committee refuses to recognize all or part of the training period, it shall determine the activities to be completed or repeated, as well as the terms and conditions under which they shall be completed or repeated, to meet the training period requirements.

However, the committee cannot make a decision provided for in the second paragraph until it has given the trainee member the opportunity to make written representations.

13. Within 30 days of receiving the training period evaluation committee's decision informing him that he has not met the requirements of the training period, the trainee member may request a review by the executive committee. The executive committee's decision shall be communicated to the trainee member within 90 days of the review application date.

DIVISION IV EXAMINATION

14. The public accountancy examination evaluates the depth of competency in financial reporting, assurance and auditing.

For purposes of the first paragraph, the following situations are taken into account:

(1) the member has passed the paper contemplated in paragraph (2) of section 25 of the Regulation respecting other terms and conditions for the issue of permits by the Ordre des comptables professionnels agréés du Québec which evaluates the depth of competency in financial reporting, assurance and auditing. The terms and conditions applicable to additional attempts and the examination review are those that apply to this evaluation;

(2) the member has passed an up-to-date evaluation adapted to the Canadian context that meets the criteria set out in the first paragraph;

(3) the member has earned up-to-date practical experience adapted to the Canadian context that meets the criteria set out in the first paragraph.

15. Members may sit for the final examination if they:

(1) have met the requirements in paragraph (1) of section 1;

(2) have completed an application for the examination using the form provided and paid the prescribed fees.

16. A member who fails the public accountancy examination is entitled to retake it. Should the member fail once again, he may retake the examination after having completed examination preparation training.

The executive committee may allow an additional attempt if the member can demonstrate that he was unable to sit for the examination or pass the examination due to exceptional circumstances.

17. A member may request to have his examination results reviewed by presenting a written application to the executive committee within 15 days of receiving the results, accompanied by the prescribed fees.

The executive committee shall render a decision within 90 days of receiving the review application.

The revised mark is final.

DIVISION V **RECOGNITION PROCEDURE**

18. A member wishing to obtain recognition for professional education, a training period, practical experience or an examination for the purposes of section 1 shall apply to the secretary of the Order in writing, include all documents supporting the application and pay the required fees.

Documents in a language other than French or English submitted in support of an application shall be accompanied by a French or English translation. The translation shall be certified as true to the original by a member of the Ordre des traducteurs, terminologues et interprètes agréés du Québec or by an authorized consular or diplomatic representative.

19. The secretary of the Order shall send the application for recognition to the committee formed for this purpose by the Board of directors pursuant to paragraph (2) of section 86.0.1 of the Professional Code. The committee is composed of persons other than members of the Board of directors of the Order.

Where the documents provided by the members are insufficient to allow for an appreciation of the application for recognition, the committee may, in order to complete its assessment, ask the member to participate in an interview, pass an examination, complete a training period or submit to a combination of these measures.

20. The decision of the committee shall be reasoned and in writing and shall be communicated to the member within 30 days of the date of the meeting.

Where the committee decides to refuse all or part of the application for recognition, it shall, within the same time-frame, inform the member in writing of the programs of study, courses, training periods and examinations which, if successfully completed within the allotted time, would enable the member to be granted recognition. The committee shall also advise the member of the right to apply for a review of the decision in accordance with section 21.

21. A member who is informed of the committee's decision to refuse or partially accept the application for recognition may apply for a review of the decision by the Order's executive committee. The member shall apply to

the secretary of the Order in writing for this review within 30 days of receiving the decision and pay the required fees.

The executive committee has 75 days from the date it receives the application for review to render its decision. The secretary shall inform the member of the date of the meeting at which the application will be reviewed at least 15 days before that date. The member may send written representations at any time before the date scheduled for the meeting.

The decision of the executive committee is final and shall be communicated to the member within 15 days of the date on which the decision was made.

DIVISION VI **LEGAL AUTHORIZATIONS TO PRACTICE**

22. The Order shall issue a public accountancy permit to a member who holds a legal authorization to practice public accountancy granted by the Public Accountants Board of the Province of Nova Scotia, the Public Accountants Licensing Board of Newfoundland and Labrador or by an organization of chartered professional accountants, chartered accountants, certified management accountants or certified general accountants in a Canadian province or territory.

23. To obtain a public accountancy permit, a member who is legally authorized to practice shall apply in writing to the Order, and include proof of the authorization to practice and the prescribed fees.

DIVISION VII **CONDITIONS FOR HOLDING A PERMIT**

§1. Refresher program

24. The holder of a public accountancy permit who resumes the practice of public accountancy after not practicing in this area for more than five years shall successfully complete a refresher program determined by the Order.

This program consists in performing assurance and audit engagements evaluated by a training supervisor. It may include the requirement to take courses, with or without evaluation.

25. The Order determines the duration of the refresher program imposed on a member. The program shall not exceed 24 months. For purposes of determining the duration and content of the refresher program, the Order takes into account the member's professional experience in public accountancy and the period during which the member ceased to practice in this area.

26. At the end of the refresher program, the training supervisor analyzes the member's ability to practice public accountancy and, within 30 days of the end of the program, issues a recommendation to the committee formed for this purpose by the Board of directors pursuant to paragraph (2) of section 86.0.1 of the Professional Code.

27. The committee determines whether the member meets the refresher program requirements and informs the member.

Where the committee refuses to recognize all or part of the program, it shall determine the activities to be completed or repeated, as well as the terms and conditions under which they shall be completed or repeated, to meet the program requirements.

However, the committee cannot make a decision provided for in the second paragraph until it has given the member the opportunity to make written representations.

28. Within 30 days of receiving the committee's decision informing him that he has not met the requirements of the refresher program, the member may request a review by the executive committee. The executive committee's decision shall be communicated to the member within 90 days of the review application date.

29. A member who fails to successfully complete the refresher program shall be deemed to be in violation of the provisions of this Division.

§2. Professional liability insurance

30. Members who hold a public accountancy permit shall send proof to the Order, not later than April 1 each year, that they have insurance for any liability they may incur as a result of faults or negligence committed in the practice of public accountancy.

DIVISION VIII TRANSITIONAL AND FINAL PROVISIONS

31. The Order shall issue a public accountancy permit to a member contemplated in paragraph (1) of section 60 of the Chartered Professional Accountants Act (chapter C-48.1), who was admitted as a candidate for the practice of the profession under the Regulation respecting the terms and conditions for the issue of a permit of the Ordre des comptables agréés du Québec (chapter C-48.1, r. 10) before (indicate the date of coming into force of this Regulation), and who obtained a permit pursuant to paragraph (1) of section 1 of this Regulation.

32. The Order shall issue a public accountancy permit to a member who has met the conditions for the issue of a permit provided for in the Regulation respecting the public accountancy permit of the Ordre des comptables en management accrédités du Québec (chapter C-48.1, r. 25) and the Regulation respecting the public accountancy permit of the Ordre des comptables généraux accrédités du Québec (chapter C-48.1, r. 26) before the earlier of (indicate the date that is one year after the date of coming into force of this Regulation) and the date determined pursuant to a decision of the Order under a recognition or supervision process provided for in these regulations.

33. The Order shall issue a public accountancy permit to a member contemplated in paragraphs (2) or (3) of section 60 of the Chartered Professional Accountants Act who, before (indicate the date that is one year after the date of coming into force of this Regulation), submitted an application for the issue of a public accountancy permit with the Order.

34. This Regulation replaces the Regulation respecting the public accountancy permit of the Ordre des comptables en management accrédités du Québec (chapter C-48.1, r. 25) and the Regulation respecting the public accountancy permit of the Ordre des comptables généraux accrédités du Québec (chapter C-48.1, r. 26).

35. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

3111

Draft Regulation

Professional Code
(chapter C-26)

Marriage and family therapists —Professional activities that may be engaged in by persons other than marriage and family therapists —Amendments

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting certain professional activities that may be engaged in by persons other than marriage and family therapists, made by the board of directors of the Ordre des travailleurs sociaux et des thérapeutes conjugaux et familiaux du Québec, appearing below, may be submitted to the Government for approval with or without amendment on the expiry of 45 days following this publication.

The draft Regulation amends the current Regulation to allow persons other than marriage and family therapists already authorized to engage in, among the professional activities reserved to marriage and family therapists and on the conditions and terms determined by regulation, the activities that are required to complete a program of studies in marriage and family therapy or for the purposes of completing a training period or training to obtain equivalence of training, to engage in the activities during employment held by those persons.

The draft Regulation has no impact on enterprises, including small and medium-sized businesses.

Further information may be obtained by contacting Richard Silver, Legal Counsel, Ordre des travailleurs sociaux et des thérapeutes conjugaux et familiaux du Québec, 255, boulevard Crémazie Est, bureau 520, 5^e étage, Montréal (Québec) H2M 1M2; telephone: 514 731-3925 or 1 888 731-9420; fax: 514 731-6785; email: info.general@optsq.org

Any person wishing to comment on the draft Regulation is requested to submit written comments before the expiry of the 45-day period to the Chair of the Office des professions du Québec, 800, place D'Youville, 10^e étage, Québec (Québec) G1R 5Z3. The comments will be forwarded by the Office to the Minister of Justice and may also be sent to the professional order that made the Regulation and to interested persons, departments and bodies.

JEAN PAUL DUTRISAC,
Chair of the Office des professions du Québec

Regulation to amend the Regulation respecting certain professional activities that may be engaged in by persons other than marriage and family therapists

Professional Code
(chapter C-26, s. 94, par. h)

1. The Regulation respecting certain professional activities that may be engaged in by persons other than marriage and family therapists (chapter C-26, r. 281.1) is amended by replacing the title in the French text by the following:

“Règlement sur certaines activités professionnelles qui peuvent être exercées par des personnes autres que des thérapeutes conjugaux et familiaux”.

2. Section 1 is amended by replacing “engages in the activities under the supervision of a training supervisor” by “is supervised”.

3. Section 2 is amended by replacing “engages in the activities under the supervision of a training supervisor” by “is supervised”.

4. The following is inserted after section 2:

“**2.1.** When acting outside a program of studies, a training period or training, a person referred to in sections 1 and 2 who has the necessary knowledge and skills may, in connection with an employment, engage in the professional activities that marriage and family therapists may engage in, provided that the person is supervised. That person must also be registered in the register kept by the Order for that purpose.”.

5. Section 3 is amended by replacing “training supervisor referred to in sections 1 and 2” in the first paragraph by “supervisor referred to in sections 1, 2 and 2.1”, and “training supervisor” in paragraph 3 by “supervisor”.

6. Section 4 is amended by striking out the word “training” everywhere it appears, and by replacing “referred to in section 2” in the second paragraph by “referred to in sections 2 and 2.1”.

7. The following is inserted after section 4:

“**4.1.** The persons referred to in sections 1, 2 and 2.1 must engage in the activities referred to in those sections in compliance with the rules applicable to marriage and family therapists, including those relating to ethics as well as the keeping of records and consulting rooms.”.

8. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

3113

Draft Regulation

Professional Code
(chapter C-26)

Social workers — Professional activities that may be engaged in by persons other than social workers — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting certain professional activities that may be engaged in by persons other than social workers, made by the board of directors of the Ordre des travailleurs sociaux et des thérapeutes conjugaux et familiaux du Québec, appearing below, may be submitted to the Government for approval with or without amendment on the expiry of 45 days following this publication.

The draft Regulation amends the current Regulation to allow persons other than social workers already authorized to engage in, among the professional activities reserved to social workers and on the conditions and terms determined by regulation, the activities that are required to complete a program of studies leading to a diploma giving access to a permit of social worker or for the purposes of completing a training period or training to obtain equivalence of the diploma or training, to engage in the activities during employment held by those persons.

The draft Regulation has no impact on enterprises, including small and medium-sized businesses.

Further information may be obtained by contacting Richard Silver, Legal Counsel, Ordre des travailleurs sociaux et des thérapeutes conjugaux et familiaux du Québec, 255, boulevard Crémazie Est, bureau 520, 5^e étage, Montréal (Québec) H2M 1M2; telephone: 514 731-3925 or 1 888 731-9420; fax: 514 731-6785; email: info.general@optsq.org.

Any person wishing to comment on the draft Regulation is requested to submit written comments before the expiry of the 45-day period to the Chair of the Office des professions du Québec, 800, place D'Youville, 10^e étage, Québec (Québec) G1R 5Z3. The comments will be forwarded by the Office to the Minister of Justice and may also be sent to the professional order that made the Regulation and to interested persons, departments and bodies.

JEAN PAUL DUTRISAC,
Chair of the Office des professions du Québec

Regulation to amend the Regulation respecting certain professional activities that may be engaged in by persons other than social workers

Professional Code
(chapter C-26, s. 94, par. h)

1. The Regulation respecting certain professional activities that may be engaged in by persons other than social workers (chapter C-26, r. 281.2) is amended by replacing the title in the French text by the following:

“Règlement sur certaines activités professionnelles qui peuvent être exercées par des personnes autres que des travailleurs sociaux”.

2. Section 1 is amended by replacing “engages in the activities under the supervision of a training supervisor” by “is supervised”.

3. Section 2 is amended by replacing “engages in the activities under the supervision of a training supervisor” by “is supervised”.

4. The following is inserted after section 2:

“**2.1.** When acting outside a program of studies, a training period or training, a person referred to in sections 1 and 2 who has the necessary knowledge and skills may, in connection with an employment, engage in the professional activities that social workers may engage in, provided that the person is supervised. That person must also be registered in the register kept by the Order for that purpose.”.

5. Section 3 is amended by replacing “training supervisor referred to in sections 1 and 2” in the first paragraph by “supervisor referred to in sections 1, 2 and 2.1”, and “training supervisor” in paragraph 3 by “supervisor”.

6. Section 4 is amended by striking out the word “training” everywhere it appears, and by replacing “referred to in section 2” in the second paragraph by “referred to in sections 2 and 2.1”.

7. The following is inserted after section 4:

“**4.1.** The persons referred to in sections 1, 2 and 2.1 must engage in the activities referred to in those sections in compliance with the rules applicable to social workers, including those relating to ethics as well as the keeping of records and consulting rooms.”.

8. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

3114

Draft Regulation

Professional Code
(chapter C-26)

Veterinary Surgeons — Specialist’s certificates

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting the terms and conditions for the issue of permits and specialist’s certificates by the Ordre professionnel des médecins vétérinaires du Québec, made by the board of directors of the Ordre professionnel des médecins vétérinaires du Québec, may be submitted to the Government which may approve it, with or without amendment, on the expiry of 45 days following this publication.

The Regulation determines, pursuant to paragraph *e* of section 94 of the Professional Code (chapter C-26), specialties recognized in veterinary medicine by the Ordre professionnel des médecins vétérinaires du Québec.

The draft Regulation has no impact on enterprises, including small and medium-sized businesses.

Further information may be obtained by contacting Suzie Prince, Director General, Ordre professionnel des médecins vétérinaires du Québec, 800, avenue Sainte-Anne, bureau 200, Saint-Hyacinthe (Québec) J2S 5G7; telephone: 450 774-1427 or 1 800 267-1427; fax: 450 774-7635.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to the Chair of the Office des professions du Québec, 800, place D'Youville, 10^e étage, Québec (Québec) G1R 5Z3. The comments will be forwarded by the Office to the Minister of Justice and may also be sent to the professional order that made the Regulation, in this case the Ordre professionnel des médecins vétérinaires du Québec, and to interested persons, departments and bodies.

JEAN PAUL DUTRISAC,
Chair of the Office des professions du Québec

Regulation to amend the Regulation respecting the terms and conditions for the issue of permits and specialist's certificates by the Ordre professionnel des médecins vétérinaires du Québec

Professional Code
(chapter C-26, s. 94, par. *e*)

1. The Regulation respecting the terms and conditions for the issue of permits and specialist's certificates by the Ordre professionnel des médecins vétérinaires du Québec (chapter M-8, r. 7) is amended by replacing Schedule II by the following:

“SCHEDULE II (s. 9.2)

The Ordre professionnel des médecins vétérinaires du Québec recognizes the following specialties:

- (1) veterinary anesthesiology;
- (2) large animal surgery;
- (3) companion animal surgery;

- (4) veterinary dermatology;
- (5) veterinary medical imaging;
- (6) animal behaviour medicine;
- (7) laboratory animal medicine;
- (8) large animal internal medicine;
- (9) companion animal internal medicine;
- (10) zoological medicine;
- (11) veterinary microbiology;
- (12) veterinary neurology;
- (13) veterinary oncology;
- (14) veterinary ophthalmology;
- (15) animal pathology;
- (16) veterinary clinical pathology;
- (17) veterinary theriogenology;
- (18) veterinary emergency medicine and critical care.”.

2. The following specialist certificates issued by the Ordre professionnel des médecins vétérinaires du Québec before (*insert the date of coming into force of this Regulation*) become:

(1) for the specialist's certificate in surgery, the specialist's certificate in large animal surgery and the specialist's certificate in companion animal surgery;

(2) for the specialist's certificate in internal medicine, the specialist's certificate in large animal internal medicine and the specialist's certificate in companion animal internal medicine.

3. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

Draft Regulation

An Act respecting the Régie du logement du Québec (chapter R-8.1)

Civil Code of Québec

Mandatory lease forms and particulars of the notice to a new lessee — Amendment

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation to amend the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation essentially amends the Regulation and the mandatory lease forms and the notice to a new lessee to integrate legislative amendments made over the last few years. The amendments concern in particular certain cases of resiliation of a dwelling lease. They also include new provisions relating to the services of a personal nature provided to a lessee and the portion of the rent associated with the costs of those services. Other amendments relating to health and social services in respect of private seniors' residences and relating to the civil union are also integrated.

The draft Regulation also updates the form and content of the forms in order to better inform the public of their rights and obligations and to make the forms easier to use.

Further information may be obtained by contacting Lucie Sabourin, Régie du logement, Village Olympique, Pyramide Ouest (D), rez-de-chaussée, bureau 2360, 5199, rue Sherbrooke Est, Montréal (Québec) H1T 3X1; telephone: 514 873-6575; fax: 514 864-3025.

Any person wishing to comment on the matter is requested to submit written comments within the 45-day period to Lucie Sabourin, Régie du logement, Village Olympique, Pyramide Ouest (D), rez-de-chaussée, bureau 2360, 5199, rue Sherbrooke Est, Montréal (Québec) H1T 3X1.

SYLVAIN GAUDREAU,
*Minister of Municipal Affairs,
Regions and Land Occupancy*

Regulation to amend the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee

An Act respecting the Régie du logement du Québec (chapter R-8.1, s. 108, 1st par., subpar. 5)

Civil Code of Québec
(arts. 1895 and 1896)

1. The Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee (chapter R-8.1, r. 3) is amended by replacing section 2 by the following:

“**2.** Where one or more services in addition to those indicated in the lease form for a dwelling are offered, including services of a personal nature to be provided to the lessee, the lessor must complete, in addition to the appropriate schedule of the mandatory form of the Régie du logement, parts 1 and 2 of the form appearing in Schedule 6.

In the case of services of a personal nature to be provided to the lessee, the lessor must indicate the cost of each such service and the total rent payable.”

2. Section 4 is amended by inserting “, including services of a personal nature provided to the lessee,” after “its accessories, dependencies and services”.

3. Schedules 1, 2, 3, 4, 5, 6 and 7 are replaced respectively by Schedules 1, 2, 3, 4, 5, 6 and 7 attached to this Regulation.

4. This Regulation comes into force on the ninetieth day following the date of its publication in the *Gazette Officielle du Québec*.

SCHEDULE 1

(s. 1)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT IN
AN EDUCATIONAL INSTITUTION

**Régie
du logement
Québec**

www.rdl.gouv.qc.ca
Montréal area: 514 873-BAIL*
Elsewhere in Québec: 1 800 683-BAIL*

*An automated information service is available around the clock.

LEASE

in an Educational
Institution

RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN THE LESSEE (WRITE LEGIBLY) (STUDENT)	AND THE LESSOR (WRITE LEGIBLY) (EDUCATIONAL INSTITUTION)	
Name _____	Name _____	
No. Street Apt. _____	No. Street Apt. _____	
Municipality Postal code _____	Municipality Postal code _____	
Telephone No. Other telephone No. (cell phone) _____	Telephone No. Other telephone No. (cell phone) _____	
Email address _____	Email address _____	
Represented by: _____	Represented by: _____	
The names indicated in the lease must be those that the student and the educational institution are legally authorized to use.		
B DESCRIPTION AND DESTINATION OF LEASED ROOM, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)		
Make the necessary adaptations if the leased property is a dwelling instead of a room.		
Address and description of room _____ _____		
The room is leased for residential purposes only. <input type="checkbox"/> Outdoor parking Parking space _____ <input type="checkbox"/> Indoor parking Parking space _____		
Furniture is leased and included in the rent. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify (cost)		
Appliances <input type="checkbox"/> Stove <input type="checkbox"/> Microwave oven <input type="checkbox"/> Refrigerator	Furniture <input type="checkbox"/> Table(s) _____ Number _____ <input type="checkbox"/> Chair(s) _____ Number _____ <input type="checkbox"/> Chest(s) of drawers _____ Number _____	Other <input type="checkbox"/> Couch(es) _____ Number _____ <input type="checkbox"/> Armchair(s) _____ Number _____ <input type="checkbox"/> Bed(s) _____ Number _____ Size _____ <input type="checkbox"/> Smoke detector(s) _____ Number _____ <input type="checkbox"/> Storage space _____ <input type="checkbox"/> Other _____
The educational institution and the student undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the room and the immovable. Initials of the educational institution's mandatory _____ Day _____ Month _____ Year _____ Initials of student _____ Day _____ Month _____ Year _____		
C TERM OF LEASE (art. 1851 C.C.Q.)		
TERM The term of the lease is _____ From _____ To _____ Specify number of weeks or months Day Month Year Day Month Year		

0000000000

D RENT (arts. 1855, 1903 and 1904 C.C.Q.)	
<p>The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week for a total amount of \$ _____, for the full term of the lease (if it is a fixed term lease).</p> <p>DATE OF PAYMENT</p> <p>■ FIRST PAYMENT PERIOD The rent will be paid on _____ Day Month Year</p> <p>■ OTHER PAYMENT PERIODS The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____ Specify _____</p> <p>METHOD OF PAYMENT The rent is payable in accordance with the following method of payment: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____</p> <p>The student agrees to give the educational institution postdated cheques for the term of the lease. _____ Initials of student</p> <p>PLACE OF PAYMENT The rent is payable at _____ Place of payment (specify if the payment is made by mail)</p>	<p>Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.</p> <p>The educational institution may not exact any other amount of money from the student (e.g. deposit for the keys).</p> <p>Payment of rent for the first payment period: At the time of entering into the lease, the educational institution may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent.</p> <p>Payment of rent for the other payment periods: The rent is payable on the first day of each payment period (e.g. month, week), unless otherwise agreed.</p> <p>Method of payment: The educational institution may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.</p> <p>Place of payment: The rent is payable at the student's domicile, unless otherwise agreed (art. 1566 C.C.Q.)</p> <p>Proof of payment: The student is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).</p>
E SERVICES AND CONDITIONS	
BY-LAWS OF THE IMMOVABLE	
<p>A copy of the by-laws of the immovable was given to the student before entering into the lease. Given on _____ Day Month Year Initials of student _____</p> <p>JANITORIAL SERVICES</p> <p>Specify _____ The contact information for the janitor or the person to contact if necessary is as follows:</p> <p>Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____</p>	
THE FOLLOWING SERVICES WILL BE BORNE BY:	
OTHER CONDITIONS	
<p>_____</p> <p>_____</p> <p>_____</p>	
F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)	
<p>The student and the educational institution may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:</p>	
<p><input type="checkbox"/> The room is located in an immovable erected five years ago or less. The immovable became ready for habitation on _____ Day Month Year</p> <p style="text-align: center;">OR</p> <p><input type="checkbox"/> The room is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less. The immovable became ready for habitation on _____ Day Month Year</p>	
<p>However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	
<p>If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the student who refuses a modification in his or her lease requested by the educational institution, such as an increase in the rent, must vacate the room upon termination of the lease (particulars Nos. 42 and 44).</p> <p>If neither of the two boxes opposite is checked off and if the student refuses a modification in his or her lease requested by the educational institution and wishes to continue to live in the room, the lease is then renewed. The educational institution may apply to the Régie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 44 and 45).</p>	



PARTICULARS

In the case of differences between this document and the laws that apply to leased premises, the laws take priority.

GENERAL INFORMATION

These particulars describe most of the rights and obligations of student-lessees and educational institution-lessors. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.), and the specific rules pertaining to leases in an educational institution contained in articles 1979 to 1983.

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the *Civil Code of Québec*. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the room, whether or not they are included in the lease of the room or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

Except if the size of the room justifies it, an educational institution may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant. Nor can it so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the Régie du logement* (art. 1899 C.C.Q.).

No person may harass a student in such a manner as to limit the student's right to peaceable enjoyment of the premises or to induce him or her to leave the room. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages.

Charter of human rights and freedoms

These rights and obligations shall be exercised in compliance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her property, except to the extent provided by law, and that a person's home is inviolable.

The Charter also prohibits any discrimination and harassment based on race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

Any person who is a victim of discrimination or harassment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits de la jeunesse.

Access to and protection of personal information

If the educational institution is a public body, it shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. Otherwise, it shall comply with the prescriptions of the *Act respecting the Protection of personal information in the private sector*.

ENTERING INTO THE LEASE

Language of the lease and of the by-laws of the immovable

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the educational institution and the student may expressly agree to use another language (art. 1897 C.C.Q.).

Clauses of the lease

2. The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.

The legal rules contained in particulars Nos. 18, 19, 47 and 48 are suppletive, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1869, 1883, 1892 to 1939, 1941 to 1955, 1959 to 1961 and 1965 to 1983 of the Code are without effect.

For instance, no one may waive his or her right to maintain occupancy in the lease (arts. 1936, 1979 and 1983 C.C.Q.).

Also, no one may release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the student liable for damage caused without the student's fault (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause whereby the student acknowledges that the room is in good habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the student fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the student to purchase property or obtain services from such persons as the student chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The student may apply to the Régie du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

5. The student has a **personal right to maintain occupancy in his or her room** (art. 1936 C.C.Q.).

The student may be evicted from his or her room only in certain cases provided for by law, including:

- resiliation of the lease for non-performance of obligations (art. 1863 C.C.Q.);
- resiliation of the lease if the student ceases to be a full-time student, ends his or her studies or ceases to be enrolled in the educational institution (arts. 1982 and 1983 C.C.Q.).

6. A student who leases a room in an educational institution is entitled to maintain occupancy for any period during which he or she is enrolled in the educational institution as a full-time student (art. 1979 C.C.Q.).

However, the student is not entitled to maintain occupancy if he or she leases a room in an educational institution other than the one in which the student is enrolled (art. 1979 C.C.Q.).

7. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease (art. 1980 C.C.Q.).

8. A student who leases a room for the summer period only is not entitled to maintain occupancy (art. 1979 C.C.Q.).

9. The lease of a student is resiliated of right when the student ends his or her studies or ceases to be enrolled in the educational institution (art. 1983 C.C.Q.).

10. Where a student ceases to be a full-time student, the educational institution may resiliate his or her lease by giving one month's notice.

However, the student may, within one month after receiving the resiliation notice, contest it on its merits by filing an application with the Régie du logement (art. 1982 C.C.Q.).

11. Where a student ceases to be a full-time student, he or she may likewise resiliate the lease by giving one month's notice (art. 1982 C.C.Q.).

12. Pursuant to article 1974.1 of the *Civil Code of Québec*, a student may also resiliate his or her lease if the student's safety is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

New lessor

13. The new lessor is bound to respect the lease of the student.

14. Where the student has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the student may, with the authorization of the Régie du logement, deposit the rent with it (art. 1908 C.C.Q.).

Non-payment of rent

15. Non-payment of rent entitles the educational institution to apply to the tribunal for a condemnation forcing the student to pay it. Also, if the student is over three weeks late in paying the rent, the educational institution may obtain the resiliation of the lease and the eviction of the student.

Frequent late payment of the rent may also warrant the resiliation of the lease if the educational institution suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

DELIVERY OF ROOM AT**THE BEGINNING OF THE LEASE**

16. On the date fixed for the delivery of the room, the educational institution shall deliver it in a good state of repair in all respects. However, the student and the educational institution may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the educational institution may not release itself from the obligation to deliver the room, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

17. An educational institution may not offer a room that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The student may refuse to take possession of such a room. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

ENJOYMENT OF PREMISES

18. The educational institution shall provide the student with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

19. The student shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

20. The student may not, without the consent of the educational institution, use or keep in the room a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the educational institution (art. 1919 C.C.Q.).

21. The student and the persons he or she allows to use or to have access to the room shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

22. During the term of the lease, the educational institution and the student may not change the form or destination of the room (arts. 1856 C.C.Q.).

MAINTENANCE AND REPAIRS

Obligation of maintenance

23. The educational institution is bound to warrant the student that the room may be used for the purpose for which it was leased and to maintain the room for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

24. The student shall keep the premises in clean condition. Where the educational institution carries out work in the premises, it shall restore them to clean condition (art. 1911 C.C.Q.).

25. A student who becomes aware of a serious defect or deterioration of the leased premises shall inform the educational institution within a reasonable time (art. 1866 C.C.Q.).

26. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

27. The student may abandon the room if it becomes unfit for habitation. In such case, he or she shall inform the educational institution of the condition of the room before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

28. The student shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the room temporarily.

In the case of urgent repairs, the educational institution may require the student to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

29. The student may, without the authorization of the Régie du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased premises. However, the student may do so only if he or she has informed or attempted to inform the educational institution of the situation and if the latter has not acted in due course.

The educational institution may intervene at any time to pursue the work.

The student shall render an account to the educational institution of the repairs undertaken and the expenses incurred and shall deliver the invoices to the institution. The student may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

Major non-urgent work

30. The educational institution shall give notice to the student before undertaking in the leased premises major improvements or repairs that are not urgent. If it is necessary for the student to vacate the room temporarily, the educational institution shall offer him or her an indemnity equal to the reasonable expenses the student will have to incur during the work. Such indemnity is payable to the student on the date he or she vacates the room.

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the student.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the student must vacate the room for more than one week. In such case, at least three months' notice is required.

If the student fails to reply within 10 days after receiving the notice requiring him or her to vacate the room temporarily, the student is deemed to have refused to vacate the premises. If the student refuses to vacate or fails to reply, the educational institution may, within 10 days after such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the student to vacate the room temporarily or if the student agrees to vacate, the student may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the indemnity, if any.

ACCESS TO AND VISIT OF PREMISES

31. To exercise rights of access to the room, the educational institution and the student are bound to act in good faith:

- the student shall facilitate access to the room and shall not refuse access without justification;
- the educational institution shall not abuse its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

32. The educational institution may have access to the room during the lease:

- to ascertain the condition of the room between 9 a.m. and 9 p.m.;
- to show the room to a prospective acquirer between 9 a.m. and 9 p.m.;
- to carry out work between 7 a.m. and 7 p.m.

In all three cases, the educational institution shall notify the student verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

33. A student who has not given a notice of renewal of his or her lease or who exercises his or her right to resiliate the lease shall allow the educational institution to show the room to prospective lessees during the month preceding the end of the lease. Visits shall take place between 9 a.m. and 9 p.m. The student shall also allow the institution to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The educational institution is not required to notify the student 24 hours in advance of a visit by a prospective lessee.

34. The student may require the presence of a representative of the educational institution during a visit to or a verification of the room (art. 1932 C.C.Q.).

35. Except in case of emergency, the student may deny access to the room if the conditions fixed by law are not satisfied.

Where the student denies access to the room for a reason other than those provided for by law, the educational institution may file an application with the Régie du logement to obtain an order for access.

Abuse of the right of access by the educational institution or unjustified denial of access by the student may also, depending on the circumstances, allow the exercise of certain remedies, such as the

filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

36. No lock or other device restricting access to the leased premises may be installed or replaced without the consent of the student and the educational institution (art. 1934 C.C.Q.).

37. The educational institution may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the immovable or room for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

NOTICES

38. Every notice relating to the lease, given by the educational institution (e.g. notice of modification of the conditions of the lease) or by the student (e.g. notice of renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception: Only a notice by the educational institution for the purpose of having access to the room may be given orally.

39. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

40. The lease for a room in an educational institution is not renewed of right, unlike leases for other kinds of dwellings.

41. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease that he or she intends to renew it.

In such case, the educational institution may, for the renewed term and for serious reasons, relocate the student in another room of the same type, situated in the same neighbourhood and at equivalent rent.

Consequently, if the student does not give notice of his or her intention to renew the lease, the student shall, when it expires, vacate the room permanently (art. 1980 C.C.Q.).

Modification of lease (art. 1942 C.C.Q.)

42. At the renewal of the lease, the educational institution may modify the rent or another condition of the lease, provided that it gives notice of the modification to the student within the following periods:

- in the case of a room:
 - between 10 and 20 days before the lease expires, regardless of its duration;
- in the case of a dwelling:
 - between three and six months before the lease expires if its term is 12 months or more;
 - between one and two months before the lease expires if its term is less than 12 months.

43. The educational institution shall, in the notice of modification, indicate to the student:

- the modification(s) requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Régie du logement;
- the time granted to the student to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

Reply to a notice of modification

(arts. 1945 and 1980 C.C.Q.)

44. A student who receives a notice of modification of the lease has one month after receiving it to reply and notify the educational institution that he or she:

- accepts the requested modification(s); or
- refuses the requested modification(s).

If the student fails to reply, this means that he or she accepts the modification(s) requested by the educational institution.

If the student refuses the modification(s), he or she is entitled to remain in the room and the lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal.

Exception: Where one of the two boxes in Section F is checked off, the student who refuses the requested modification(s) shall vacate the room permanently upon termination of the lease.

Fixing of conditions of the lease by the Régie du logement

45. The educational institution has one month, after receiving the reply of a student who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the educational institution does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

ASSIGNMENT AND SUBLEASING

46. A student who leases a room in an educational institution may not sublease the room or assign the lease (art. 1981 C.C.Q.).

SURRENDER OF ROOM UPON TERMINATION OF THE LEASE

47. The student shall vacate the room upon termination of the lease; no grace period is provided for by law.

When vacating the room, the student shall remove any furniture or object other than those belonging to the educational institution (art. 1890 C.C.Q.).

48. Upon termination of the lease, the student shall surrender the premises in the condition in which he or she received them, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the premises may be established by the description made or the photographs taken by the parties; otherwise, the student is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

SCHEDULE 2

(s. 1)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT FOR A DWELLING
IN LOW-RENTAL HOUSING

Régie du logement Québec

www.rdl.gouv.qc.ca
 Montréal area: 514 873-BAIL*
 Elsewhere in Québec: 1 800 683-BAIL*

*An automated information service is available around the clock.

LEASE

for a Dwelling in Low-Rental Housing

RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN (WRITE LEGIBLY)

THE LESSEE		THE LESSEE	
Name _____		Name _____	
No. _____	Street _____ Apt. _____	No. _____	Street _____ Apt. _____
Municipality _____ Postal code _____		Municipality _____ Postal code _____	
Telephone No. _____ Other telephone No. (cell phone) _____		Telephone No. _____ Other telephone No. (cell phone) _____	
Email address _____		Email address _____	
THE LESSOR			
Name _____			
No. _____	Street _____ Apt. _____	Municipality _____	Postal code _____
Telephone No. _____ Other telephone No. (cell phone) _____		Email address _____	
Represented by: _____			

The names indicated in the lease must be those that the lessee and the lessor are legally authorized to use.
 The term "lessor" in the Civil Code of Québec generally refers to the owner of the immovable.

B DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)

Address _____
 No. _____ Street _____ Apt. _____

Municipality _____ Postal code _____ Number of rooms _____

C TERM OF LEASE (art. 1851 C.C.Q.)

The term of the lease is _____ From _____ To _____
 Specify number of weeks or months _____ Day _____ Month _____ Year _____ Day _____ Month _____ Year _____

D RENT (arts. 1855, 1903 and 1904 C.C.Q.)

The rent is \$ _____ Per month Per week
 for a total amount of \$ _____, for the full term of the lease.

This rent is the result of the application of the regulations respecting the conditions for the leasing of dwellings in low-rental housing.

Where applicable, include the cost of services of a personal nature in Schedule 6 of the lease: Services Offered to the Lessee by the Lessor.

DATE OF PAYMENT

FIRST PAYMENT PERIOD
 The rent will be paid on _____
 Day _____ Month _____ Year _____

OTHER PAYMENT PERIODS
 The rent will be paid on the 1st day Of the month Of the week
 Or on _____
 Specify _____

METHOD OF PAYMENT

The rent is payable in accordance with the following method of payment:
 Cash Cheque Electronic bank transfer Other _____

The lessee agrees to give the lessor postdated cheques for the term of the lease.
 Initials of lessee _____ Initials of lessee _____

PLACE OF PAYMENT

The rent is payable at _____
 Place of payment (specify if the payment is made by mail) _____

Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment which may be less. However, the rent may vary during the term of the lease in accordance with articles 1992 and 1994 C.C.Q. (particulars Nos. 13 and 14).

The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).

Payment of rent for the first payment period: At the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent.

Payment of rent for the other payment periods: The rent is payable on the first day of each payment period (e.g. month, week), unless otherwise agreed.

Method of payment: The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.

Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).

Proof of payment: The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).

PARTICULARS

In the case of differences between this document and the laws that apply to dwellings, the laws take priority.

GENERAL INFORMATION

These particulars describe most of the rights and obligations of the lessees and lessors. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.) and the specific rules pertaining to dwellings in low-rental housing contained in articles 1984 to 1995.

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the *Civil Code of Québec*. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the dwelling, whether or not they are included in the lease of the dwelling or in another lease. Some exceptions apply (arts. 1892 and 1892.1 C.C.Q.).

Except if the size of the dwelling justifies it, a lessor may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he or she so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the Régie du logement* (art. 1899 C.C.Q.).

No person may harass a lessee in such a manner as to limit the lessee's right to peaceable enjoyment of the premises or to induce him or her to leave the dwelling. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages.

Charter of human rights and freedoms

These rights and obligations shall be exercised in compliance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her property, except to the extent provided by law, and that a person's home is inviolable.

The Charter also prohibits any discrimination and harassment based on race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

Any person who is a victim of discrimination or harassment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits de la jeunesse.

Access to and protection of personal information

If the lessor is a public body, he or she shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. Otherwise, the lessor shall comply with the prescriptions of the *Act respecting the Protection of personal information in the private sector*.

Schedule 6

If the lease includes services in addition to those indicated on this form, including services of a personal nature, Schedule 6 of the lease, Services Offered to the Lessee by the Lessor, shall be completed.

ENTERING INTO THE LEASE**Language of the lease and of the by-laws of the immovable**

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the lessor and the lessee may expressly agree to use another language (art. 1897 C.C.Q.).

Cluses of the lease

2. The lessor and the lessee may agree on various clauses, but they may not disregard, by means of a clause in the lease, the provisions of public order under a statute or those of the regulations respecting the Société d'habitation du Québec.

The legal rules contained in particulars Nos. 18, 19 and 54 to 56 are suppletive, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1869, 1883, 1892 to 1939, 1941 to 1944, 1946, 1948, 1956, 1959 to 1961, 1965 to 1978 and 1984 to 1995 of the Code are without effect.

For instance:

- the lessee may not waive his or her right to maintain occupancy in the lease (art. 1936 C.C.Q.);
- the parties may not agree that the lessee may sublease the dwelling or assign the lease (art. 1939 C.C.Q.).

A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a clause whereby the lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The lessee may apply to the Régie du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

5. Subject to the lessor's right to relocate the lessee, the lessee has a **personal right to maintain occupancy in his or her dwelling** (arts. 1936 and 1990 C.C.Q.).

The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the resiliation of the lease for non-performance of obligations (arts. 1863, 1971 and 1973 C.C.Q.).

6. The cessation of cohabitation or the death of a co-lessee does not affect the right of the other co-lessees to maintain occupancy.

The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.). However, such persons are not entitled to renewal of the lease if they no longer meet the conditions of allocation prescribed by the regulations. The lessor may in such case resiliate the lease by giving notice thereof three months before termination of the lease. Such resiliation may be contested by applying to the Régie du logement within a period of one month after the notice is received. Otherwise, the lessee is deemed to have agreed to the resiliation (arts. 1991 and 1993 C.C.Q.).

7. Where a dwelling in low-rental housing is allocated following a false statement of the lessee, the lessor may, within two months after becoming aware of the false statement, apply to the Régie du logement for the resiliation of the lease or the modification of certain conditions of the lease if, were it not for the false statement, he or she would not have allocated the dwelling to the lessee or would have done so on different conditions (art. 1988 C.C.Q.).

New lessor

8. The new lessor of an immovable is bound to respect the lease of the lessee. The lease is continued and may be renewed in the same manner as any other lease (art. 1937 C.C.Q.).

9. Where the lessee has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the lessee may, with the authorization of the Régie du logement, deposit the rent with it (art. 1908 C.C.Q.).

Death

10. A lease is not terminated by the death of the lessee (art. 1884 C.C.Q.).

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she continues to occupy the dwelling and gives notice to that effect in writing to the lessor within two months after the death. Otherwise, the liquidator of the succession or, if there is no liquidator, an heir may, in the month that follows the expiry of the two-month period, terminate the lease by giving notice of one month to that effect to the lessor.

If no one was living with the lessee at the time of his or her death, the liquidator of the succession or, if there is no liquidator, an heir may resiliate the lease by giving the lessor two months' notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or the heir and the lessor so agree or when the dwelling is re-leased by the lessor during that same period.

In all cases, if the lessee received services of a personal nature, whether or not he or she lived alone, the liquidator, the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts. 1938 and 1939 C.C.Q.).

The lessor may avoid the renewal of the lease under certain circumstances (art. 1944 2nd par. and art. 1991 C.C.Q.).

DELIVERY OF DWELLING AT THE BEGINNING OF THE LEASE

11. On the date fixed for the delivery of the dwelling, the lessor shall deliver it in a good state of repair in all respects. However, the lessee and the lessor may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the lessor may not release himself or herself from the obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

12. A lessor may not offer a dwelling that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The lessee may refuse to take possession of such a dwelling. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

RENT

Fixing of the rent

13. If the rent is not fixed in accordance with the regulations respecting the Société d'habitation du Québec respecting leasing conditions, the lessee may apply to the Régie du logement for a review of the rent within two months after it is fixed (art. 1992 C.C.Q.).

Reduction of rent during the term of the lease

14. During the term of the lease, the lessor shall, at the request of a lessee who has suffered a reduction of income or a change in the composition of his or her household, reduce the lessee's rent in accordance with the regulations respecting the Société d'habitation du Québec. If the lessor refuses or neglects to do so, the lessee may apply to the Régie du logement for the reduction.

If the income of the lessee returns to or becomes greater than what it was, the former rent is re-established; the lessee may contest the re-establishment of the rent by applying to the Régie du logement within one month after it is re-established (art. 1994 C.C.Q.).

Non-payment of rent

15. Non-payment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee.

Frequent late payment of the rent may also warrant the resiliation of the lease if the lessor suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil union

16. A married or civil union spouse who rents a dwelling for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the lessor of his or her unwillingness to be bound for the debt (arts. 397 and 521.6 C.C.Q.).

Liability of co-lessees

17. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, i.e. each of them is liable for his or her own share only (art. 1518 C.C.Q.).

However, the co-lessees and the lessor may agree that the liability will be solidary. In such case, each lessee may be held liable for all the obligations of the lease (art. 1523 C.C.Q.).

Solidarity between co-lessees is not presumed. It exists only where it is expressly stipulated in the lease (art. 1525 C.C.Q.).

ENJOYMENT OF PREMISES

18. The lessor shall provide the lessee with peaceful enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

19. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

20. The lessee may not, without the consent of the lessor, use or keep in the dwelling a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the lessor (art. 1919 C.C.Q.).

21. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

22. The lessee and the persons he or she allows to use or to have access to the dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

23. During the term of the lease, the lessor and the lessee may not change the form or destination of the dwelling (art. 1856 C.C.Q.).

MAINTENANCE OF DWELLING AND REPAIRS

Obligation of maintenance

24. The lessor is bound to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

25. The lessee shall keep the dwelling in clean condition. Where the lessor carries out work in the dwelling, he or she shall restore it to clean condition (art. 1911 C.C.Q.).

26. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the lessor within a reasonable time (art. 1866 C.C.Q.).

27. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

28. The lessee may abandon the dwelling if it becomes unfit for habitation. In such case, he or she shall inform the lessor of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

29. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourse, including the right to compensation if he or she vacates the dwelling temporarily.

In the case of urgent repairs, the lessor may require the lessee to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

30. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, the lessee may do so only if he or she has informed or attempted to inform the lessor of the situation and if the latter has not acted in due course.

The lessor may intervene at any time to pursue the work.

The lessee shall render an account to the lessor of the repairs undertaken and the expenses incurred and shall deliver the invoices to the lessor. The lessee may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

Major non-urgent work

(arts. 1922 to 1929 C.C.Q.)

31. The lessor shall give notice to the lessee before undertaking in the dwelling major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the dwelling temporarily, the lessor shall offer him or her an indemnity equal to the reasonable expenses the lessee will have to incur during the work. Such indemnity is payable to the lessee on the date he or she vacates the dwelling.

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of

its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than one week. In such case, at least three months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him or her to vacate the dwelling temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the indemnity, if any.

ACCESS TO AND VISIT OF DWELLING

32. To exercise rights of access to the dwelling, the lessor and the lessee are bound to act in good faith:

- the lessee shall facilitate access to the dwelling and shall not refuse access without justification;
- the lessor shall not abuse his or her rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

33. The lessor may have access to the dwelling during the lease:

- to ascertain the condition of the dwelling between 9 a.m. and 9 p.m.;
- to show the dwelling to a prospective acquirer between 9 a.m. and 9 p.m.;
- to carry out work between 7 a.m. and 7 p.m.

In all three cases, the lessor shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

34. A lessee who gives notice to the lessor of his or her intention to vacate the dwelling shall, from that time, allow the lessor to show the dwelling to prospective lessees between 9 a.m. and 9 p.m., and allow the lessor to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The lessor is not required to notify the lessee 24 hours in advance of a visit by a prospective lessee.

35. The lessee may require the presence of the lessor or his or her representative during a visit to or a verification of the dwelling (art. 1932 C.C.Q.).

36. Except in case of emergency, the lessee may deny access to the dwelling if the conditions fixed by law are not satisfied.

Where the lessee denies access to the dwelling for a reason other than those provided for by law, the lessor may file an application with the Régie du logement to obtain an order for access.

Abuse of the right of access by the lessor or unjustified denial of access by the lessee may also, depending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

37. No lock or other device restricting access to a dwelling may be installed or replaced without the consent of the lessor and the lessee (art. 1934 C.C.Q.).

38. The lessor may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the immovable or dwelling for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

NOTICES

39. Every notice relating to the lease, given by the lessor (e.g. notice of modification of the conditions of the lease) or by the lessee (e.g. notice of resiliation of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception: Only a notice by the lessor for the purpose of having access to the dwelling may be given orally.

40. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

41. A lease with a fixed term is "renewed of right" when the lease expires, which means that it is automatically renewed at term on the same conditions (art. 1941 C.C.Q.).

The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 2nd par. and art. 1991 C.C.Q.). However, he or she may modify the conditions of the lease with a view to the renewal. To that end, the lessor shall, in the case of a 12-month lease, give notice of the modification to the lessee between three and six months before termination of the lease (art. 1942 C.C.Q.) and, in the case of a lease of less than 12 months, give such notice between one and two months before termination of the lease.

42. In the notice of modification, the lessor shall inform the lessee:

- of his or her intention to modify the rent (art. 1992 C.C.Q.);
- any other modification requested (arts. 1942 and 1993 C.C.Q.).

Except in the case of a notice of intent to modify the rent, the lessor shall also indicate the time granted to the lessee to refuse the modification requested (art. 1943 C.C.Q.).

43. The lessee shall provide the lessor with the names of the persons living with him or her and with the documents required for a declaration of income. The information shall be provided within one month after receiving the lessor's request (regulations respecting the Société de l'habitation du Québec in regard to leasing conditions).

Non-renewal of lease by the lessee

44. A lessee who has not received a notice of modification of a condition of the lease or a notice of intent to modify the rent may notify the lessor that he or she intends to vacate the dwelling upon termination of the lease (art. 1946 C.C.Q.).

This notice of non-renewal shall be given within the same time as that provided for in the *Civil Code of Québec* for modifying the lease (art. 1942 C.C.Q.).

Contestation of a notice of modification

45. A lessee who has received a notice of modification of a condition of the lease other than the rent has one month after receiving the notice to apply to the Régie du logement for a ruling on the

merits of the modification. Otherwise, he or she is deemed to consent to the new conditions (art. 1993 C.C.Q.).

Fixing of the rent

46. If the rent is not fixed in accordance with the regulations respecting the Société d'habitation du Québec, the lessee may, within two months after the rent is fixed, apply to the Régie du logement for a review of the rent (arts. 1956 and 1992).

Agreement on modifications

47. Where the lessor and the lessee agree on the modifications to be made to the lease (e.g. rent, other conditions), the lessor shall give the lessee a writing evidencing the modifications to the previous lease before the beginning of the renewal (art. 1895 C.C.Q.).

RESILIATION OF LEASE BY THE LESSEE

48. The lessee of a dwelling in low-rental housing may resiliate the lease at any time by giving three months' prior notice (art. 1995 2nd par. C.C.Q.).

49. Pursuant to article 1974 of the *Civil Code of Québec*, a lessee may resiliate his or her lease if:

- he or she is allocated another **dwelling in low-rental housing**; or
- he or she is relocated in an equivalent dwelling corresponding to his or her needs, following a decision of the tribunal; or
- he or she can no longer occupy his or her dwelling because of a **handicap**; or
- in the case of a **senior**, he or she is permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

Notice (art. 1974 C.C.Q.)

The resiliation takes effect two months after a notice is sent to the lessor or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or **before the expiry of this period** if the parties so agree or when the dwelling, having been vacated by the lessee, is re-leased during that same period.

The notice shall be sent with an attestation from the authority concerned.

In the case of a senior, the notice of resiliation shall also be sent with a **certificate from an authorized person** stating that the conditions requiring admission to the facility have been met.

Pursuant to article 1974.1 of the *Civil Code of Québec*, a lessee may also resiliate his or her lease if the safety of the lessee or of a child living with the lessee is threatened because of the **violent behaviour** of a spouse or former spouse or because of a **sexual aggression**, even by a third party.

Notice (art. 1974.1 C.C.Q.)

The resiliation takes effect two months after a notice is sent to the lessor or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or **before the expiry of this period** if the parties so agree or when the dwelling, having been vacated by the lessee, is re-leased during that same period.

The notice must be sent with an **attestation from a public servant or public officer designated by the Minister of Justice**, who, on examining the **lessee's sworn statement** that there exists a situation involving violence or sexual aggression, and other factual elements or documents supporting the lessee's statement provided by persons in contact with the victims, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act promptly.

Services (arts. 1974 and 1974.1 C.C.Q.)

If the rent includes services of a personal nature provided to the lessee or, where applicable, to his or her child, the lessee is only required to pay that part of the rent that relates to the services provided before he or she vacated the dwelling, whether or not such services were provided under a contract separate from the lease.

ASSIGNMENT AND SUBLEASING

50. The lessee of a dwelling in low-rental housing may not sublease the dwelling or assign the lease (art. 1995 1st par. C.C.Q.).

RELOCATION OF LESSEE

51. A lessee who occupies a dwelling of a category other than that to which he or she is entitled may apply to the lessor to have his or her name re-entered on the eligibility list (regulations respecting the allocation of dwellings in low-rental housing).

If the lessor refuses to re-enter the lessee's name or enters it on the list for a category of dwelling other than that to which he or she is entitled, the lessee may apply to the Régie du logement to contest the lessor's decision within one month after receiving notice of the lessor's refusal or the allocation of the dwelling (art. 1989 C.C.Q.).

52. If the lessee occupies a dwelling of a category other than that to which he or she is entitled, the lessor may, at any time, relocate him or her in a dwelling of the appropriate category or subcategory if the lessor gives the lessee three months' notice.

The lessee may apply to the Régie du logement for a review of the decision within one month after receiving the lessor's notice (art. 1990 C.C.Q.).

53. An applicant entered on the eligibility list and already living in a dwelling in low-rental housing may be relocated if, for example, his or her safety or state of health or, where applicable, the safety or state of health of a member of his or her household so requires, in accordance with the criteria prescribed by a by-law of the lessor or the regulations respecting the allocation of dwellings in low-rental housing.

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

54. The lessee shall vacate the dwelling upon termination of the lease; no grace period is provided for by law.

When vacating the dwelling, the lessee shall remove any furniture or object other than those belonging to the lessor (art. 1890 C.C.Q.).

55. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he or she received it, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the dwelling may be established by the description made or the photographs taken by the parties; otherwise, the lessee is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

56. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he or she has made. If they cannot be removed without deteriorating the dwelling, the lessor may retain them by paying the value thereof or compel the lessee to remove them and to restore the property to the condition in which he or she received it.

Where the dwelling cannot be restored to the condition in which the lessee received it, the lessor may retain them without compensation to the lessee (art. 1891 C.C.Q.).

SCHEDULE 3

(s. 1)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT OF LAND INTENDED
FOR THE INSTALLATION OF A MOBILE HOME

D RENT (arts. 1855, 1903 and 1904 C.C.Q.)	
<p>The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week for a total amount of \$ _____, for the full term of the lease (if it is a fixed term lease).</p> <p>DATE OF PAYMENT</p> <p>▪ FIRST PAYMENT PERIOD The rent will be paid on _____. Day Month Year</p> <p>▪ OTHER PAYMENT PERIODS The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____ Specify _____</p> <p>METHOD OF PAYMENT</p> <p>The rent is payable in accordance with the following method of payment: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____</p> <p>The lessee agrees to give the lessor postdated cheques for the term of the lease. _____ Initials of lessee Initials of lessee</p> <p>PLACE OF PAYMENT</p> <p>The rent is payable at _____ Place of payment (specify if the payment is made by mail)</p>	<p><small>Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.</small></p> <p><small>A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months (art. 1906 C.C.Q.).</small></p> <p><small>The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).</small></p> <p><small>Payment of rent for the first payment period: At the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent.</small></p> <p><small>Payment of rent for the other payment periods: The rent is payable on the first day of each payment period (e.g. month, week), unless otherwise agreed.</small></p> <p><small>Method of payment: The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.</small></p> <p><small>Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).</small></p> <p><small>Proof of payment: The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).</small></p>
E SERVICES AND CONDITIONS	
<p>BY-LAWS OF THE MOBILE HOME PARK</p> <p>A copy of the by-laws of the mobile home park was given to the lessee before entering into the lease. Given on _____ Day Month Year Initials of lessee Initials of lessee</p> <p>WORK AND REPAIRS</p> <p>The work and repairs to be done by the lessor and the timetable for performing them are as follows:</p> <p>▪ Before the delivery of the land _____ _____</p> <p>▪ During the lease _____ _____</p> <p>SERVICES AND CONDITIONS</p> <p>The lessee has the right to keep one or more animals. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specify _____</p> <p>Other (e.g. water and sewer services, snow and ice removal) _____ _____</p> <p>The contact information for the supervisor of the mobile home park or the person to contact if necessary is as follows:</p> <p>Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____</p>	<p><small>By-laws of the mobile home park: The rules to be observed in the mobile home park are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the land and of the common premises.</small></p> <p><small>If such by-laws exist, the lessor must give a copy of them to the lessee before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).</small></p> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"> <p>The by-laws may not contradict the lease or violate the law.</p> </div> <p><small>Work and repairs: On the date fixed for the delivery of the land, the lessor must deliver it in a good state of repair in all respects. However, the lessee and the lessor may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).</small></p> <p><small>However, the lessor may not release himself or herself from the obligation to deliver the land, its accessories and dependencies in clean condition and to deliver and maintain the land in accordance with the development standards prescribed by law (arts. 1892, 1893, 1910, 1911 and 1996 C.C.Q.).</small></p> <p><small>Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the land in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).</small></p>
F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)	
<p>The lessee and the lessor may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:</p> <p><input type="checkbox"/> The land was developed for residential purposes five years ago or less, i.e. on _____. Day Month Year</p> <p>OR</p> <p><input type="checkbox"/> The use of the land for residential purposes results from a change of destination that was made five years ago or less.</p> <p>Date of change of destination _____ Day Month Year</p> <p>However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	<p><small>If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the lessee who refuses a modification in his or her lease requested by the lessor, such as an increase in the rent, must vacate the land upon termination of the lease (particulars Nos. 39 and 41).</small></p> <p><small>If neither of the two boxes opposite is checked off and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue to lease the land, the lease is then renewed. The lessor may apply to the Régie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 41 and 42).</small></p>



G NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896 and 1950 C.C.Q.)

Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, except when one of the two boxes in Section F is checked off.

I hereby notify you that the lowest rent paid for your land during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was \$ _____.

Per month Per week Other _____

The property leased, the services offered and the conditions of your lease are the same.
 Yes No

If the "No" box is checked off, the following changes have been made (e.g. addition of a pool):

Signature of lessor _____ Day | Month | Year

H SIGNATURES

Signature of lessee (or his or her mandatary) _____ Day | Month | Year Signature of lessee (or his or her mandatary) _____ Day | Month | Year
 Signature of lessor (or his or her mandatary) _____ Day | Month | Year

The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12). Yes No _____ _____
Initials of lessee Initials of lessee

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. another lessee, another lessor, surety). (Particular No. 12)

Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____
 Address of signatory _____ Day | Month | Year

Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____
 Address of signatory _____ Day | Month | Year

The lessor must give the lessee a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).

I NOTICE OF FAMILY RESIDENCE (arts. 403 and 521.6 C.C.Q.)

A lessee who is **married or in a civil union** may not, without the written consent of his or her spouse, sublease his or her land, assign the lease or terminate the lease where the lessor has been notified, by either of the spouses, that the leased land is used as the family residence.

Notice to lessor
 I hereby declare that I am **married to or in a civil union with** _____ .
Name of spouse

I hereby notify you that the land covered by the lease will be used to establish the family residence.

Signature of lessee or lessee's spouse _____ Day | Month | Year



PARTICULARS

In the case of differences between this document and the laws that apply to leased premises, the laws take priority.

GENERAL INFORMATION

These particulars describe most of the rights and obligations of lessees and lessors. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.), and the specific rules pertaining to the lease of land intended for the installation of a mobile home contained in articles 1996 to 2000.

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the *Civil Code of Québec*. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the land, whether or not they are included in the lease of the land or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

Except if the size of the land justifies it, a lessor may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he or she so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lessee" of the *Civil Code of Québec* or under the *Act respecting the Régie du logement* (art. 1899 C.C.Q.).

No person may harass a lessee in such a manner as to limit the lessee's right to peaceable enjoyment of the premises or to induce him or her to leave his or her land. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, restitution of the lease, damages and, in certain cases, punitive damages.

Charter of human rights and freedoms

These rights and obligations shall be exercised in compliance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her property, except to the extent provided by law, and that a person's home is inviolable.

The Charter also prohibits any discrimination and harassment based on race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

Any person who is a victim of discrimination or harassment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits de la jeunesse.

Act respecting the Protection of personal information in the private sector

The lessor shall comply with the prescriptions of this Act.

ENTERING INTO THE LEASE

Language of the lease and of the by-laws of the mobile home park

1. The lease and the by-laws of the mobile home park shall be drawn up in French. However, the lessor and the lessee may expressly agree to use another language (art. 1897 C.C.Q.).

Clauses of the lease

2. The lessor and the lessee may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.

The legal rules contained in particulars Nos. 13, 14 and 52 to 54 are suppletive, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1996 to 2000 of the Code are without effect.

For instance, no one may, in the lease:

- waive his or her right to maintain occupancy (art. 1936 C.C.Q.);

- waive his or her right to sublease the land or to assign the lease (art. 1870 C.C.Q.);

A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants, unless the size of the land warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
- a clause whereby the lessee acknowledges that the land conforms to the development standards prescribed by law (art. 1996 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The lessee may apply to the Régie du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

5. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a personal right to maintain occupancy on his or her land (art. 1936 C.C.Q.).

The lessee may be evicted from his or her land only in certain cases provided for by law, including the repossession of the land, eviction and the resiliation of the lease by the lessor. In addition, the lessor may give notice that the lease is not being renewed where the lessee has subleased the land for more than 12 months and where the lessee lived alone and has died (art. 1944 C.C.Q.).

6. The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.).

However, those persons are not considered to be new lessees (art. 1951 C.C.Q.).

New lessor

7. The new lessor of a mobile home park is bound to respect the lease of the lessee. The lease is continued and may be renewed in the same manner as any other lease (art. 1937 C.C.Q.).

8. Where the lessee has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the lessee may, with the authorization of the Régie du logement, deposit the rent with it (art. 1908 C.C.Q.).

Death

9. A lease is not terminated by the death of the lessor or the lessee (art. 1884 C.C.Q.).

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she continues to occupy the land and gives notice to that effect in writing to the lessor within two months after the death. Otherwise, the liquidator of the succession or, if there is no liquidator, an heir may, in the month that follows the expiry of the two-month period, terminate the lease by giving notice of one month to that effect to the lessor.

If no one was living with the lessee at the time of his or her death, the liquidator of the succession or, if there is no liquidator, an heir may resiliate the lease by giving the lessor two months' notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or the heir and the lessor so agree or when the land is re-leased by the lessor during that same period (arts. 1938 and 1939 C.C.Q.).

Non-payment of rent

10. Non-payment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee.

Frequent late payment of the rent may also warrant the resiliation of the lease if the lessor suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil union

11. A married or civil union spouse who rents land for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the lessor of his or her unwillingness to be bound for the debt (arts. 397 and 521.6 C.C.Q.).

Liability of co-lessees and surety

12. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, i.e. each of them is liable for his or her own share only (art. 1518 C.C.Q.).

However, the co-lessees and the lessor may agree that the liability will be solidary. In such case, each lessee may be held liable for all the obligations of the lease (art. 1523 C.C.Q.).

Solidarity between co-lessees is not presumed. It exists only where it is expressly stipulated in the lease (art. 1525 C.C.Q.).

Surety securing the performance of the obligations of the lessee does not extend to the renewal of the lease, unless otherwise provided between the parties (art. 1881 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352 C.C.Q.).

ENJOYMENT OF PREMISES

13. The lessor shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

14. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

15. The lessee may not, without the consent of the lessor, use or keep on the land a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the lessor (art. 1919 C.C.Q.).

16. The occupants of the land shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

17. The lessee and the persons he or she allows to use or to have access to the land shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

18. During the term of the lease, the lessor and the lessee may not change the form or destination of the land (art. 1856 C.C.Q.).

MAINTENANCE OF LAND AND REPAIRS

Obligation of maintenance

19. The lessor is bound to warrant the lessee that the land may be used for the purpose for which it was leased and to maintain the land for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

20. The lessee shall keep the land in clean condition. Where the lessor carries out work on the land, he or she shall restore it to clean condition (art. 1911 C.C.Q.).

21. A lessee who becomes aware of a serious defect or deterioration of the land shall inform the lessor within a reasonable time (art. 1866 C.C.Q.).

22. The statutes and regulations respecting the safety, maintenance or standards of habitability and sanitation of a mobile home park shall be considered as obligations under the lease (arts. 1912 and 1996 C.C.Q.).

Land unfit for habitation

23. A lessor may not offer land that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The lessee may refuse to take possession of such land. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

24. The lessee may abandon the land if it becomes unfit for habitation. In such case, he or she shall inform the lessor of the condition of the land before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

25. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the land temporarily.

In the case of urgent repairs, the lessor may require the lessee to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

26. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, the lessee may do so only if he or she has informed or attempted to inform the lessor of the situation and if the latter has not acted in due course.

The lessor may intervene at any time to pursue the work.

The lessee shall render an account to the lessor of the repairs undertaken and the expenses incurred and shall deliver the invoices to the lessor. The lessee may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

Major non-urgent work

(arts. 1922 to 1929 C.C.Q.)

27. The lessor shall give notice to the lessee before undertaking on the land major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the land temporarily, the lessor shall offer him or her an indemnity equal to the reasonable expenses the lessee will have to incur during the work. Such indemnity is payable to the lessee on the date he or she vacates the land.

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the land for more than one week. In such case, at least three months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him or her to vacate the land temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the land temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the indemnity, if any.

ACCESS TO AND VISIT OF LAND

28. To exercise rights of access to the land, the lessor and the lessee are bound to act in good faith:

- the lessee shall facilitate access to the land and shall not refuse access without justification;
- the lessor shall not abuse his or her rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

29. The lessor may have access to the land during the lease:

- to ascertain the condition of the land between 9 a.m. and 9 p.m.;
- to show the land to a prospective acquirer between 9 a.m. and 9 p.m.;
- to carry out work between 7 a.m. and 7 p.m.

In all three cases, the lessor shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

30. A lessee who gives notice to the lessor of his or her intention to vacate the land shall, from that time, allow the lessor to show the land to prospective lessees

between 9 a.m. and 9 p.m., and allow the lessor to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The lessor is not required to notify the lessee 24 hours in advance of a visit by a prospective lessee.

31. The lessee may require the presence of the lessor or his or her representative during a visit to or a verification of the land (art. 1932 C.C.Q.).

32. Except in case of emergency, the lessee may deny access to the land if the conditions fixed by law are not satisfied.

Where the lessee denies access to the land for a reason other than those provided for by law, the lessor may file an application with the Régie du logement to obtain an order for access.

Abuse of the right of access by the lessor or unjustified denial of access by the lessee may also, depending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

33. No lock or other device restricting access to the land may be installed or replaced without the consent of the lessor and the lessee (art. 1934 C.C.Q.).

34. The lessor may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the mobile home park or the land for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

NOTICES

35. Every notice relating to the lease, given by the lessor (e.g., notice of modification of the lease to increase the rent) or by the lessee (e.g., notice of non-renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception: Only a notice by the lessor for the purpose of having access to the land may be given orally.

36. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

37. A lease with a fixed term is "renewed of right" when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

However, a lease with a term of more than 12 months is renewed for one year only (art. 1941 C.C.Q.).

The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.). However, the lessor may modify the lease at the time of renewal, provided that he or she gives notice to the lessee.

The lessee may avoid such renewal, provided that he or she gives notice to the lessor.

Non-renewal of lease by the lessee

38. A lessee who wishes to vacate the land upon termination of a lease with a fixed term, or to terminate a lease with an indeterminate term, shall give notice to the lessor or reply to the lessor's notice within the time periods indicated in Table A (arts. 1942, 1945 and 1946 C.C.Q.).

Modification of lease

39. The lessor may modify the conditions of the lease at the time of its renewal. For instance, the lessor may modify its term or increase the rent. To that end, he or she shall give notice of the modification to the lessee within the time periods indicated in Table B (art. 1942 C.C.Q.).

40. The lessor shall, in the notice of modification, indicate to the lessee:

- the modification(s) requested;
- the new term of the lease, if he or she wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if he or she wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Régie du logement;

- the time granted to the lessee to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

Reply to a notice of modification (art. 1945 C.C.Q.)

41. A lessee who receives a notice of modification of the lease from the lessor has one month after receiving it to reply and notify the lessor that he or she:

- accepts the requested modification(s); or
- refuses the requested modification(s) and will continue to occupy the land (see "Exception" below); or
- will vacate the land upon termination of the lease.

If the lessee fails to reply, this means that he or she accepts the modification(s) requested by the lessor.

If the lessee refuses the modification(s), he or she is entitled to remain on the land because the lease is renewed. In case of refusal, see particular No. 42.

Exception: Where one of the two boxes in Section F is checked off, the lessee who refuses the requested modification(s) shall vacate the land upon termination of the lease (art. 1955 C.C.Q.).

A model of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and a model of the lessee's reply to such notice are found at the end of these particulars and on the Régie du logement's website (www.rdl.gouv.qc.ca).

Fixing of conditions of the lease by the Régie du logement

42. The lessor has one month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (see Table B). If the lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

Agreement on modifications

43. Where the lessor and the lessee agree on the modifications to be made to the lease (e.g., rent, term), the lessor shall give the lessee a writing evidencing the modifications to the previous lease before the beginning of the renewal (art. 1895 C.C.Q.).

Contestation of an adjustment of rent

44. Where a lease with a term of more than 12 months contains a clause providing for an adjustment of the rent, the lessee or the lessor may contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within one month following the date on which the adjustment is to take effect (art. 1949 C.C.Q.).

REPOSSESSION OF LAND AND EVICTION

(arts. 1957 to 1970 C.C.Q.)

45. Where the lessor of the land is the owner, he or she may repossess the land in order to live on it or to allow one of the beneficiaries provided for by law to live on it.

If the mobile home park belongs to more than one person, the land may generally be repossessed only if there is only one other co-owner and the two co-owners are spouses.

A legal person may not avail itself of the right to repossess the land.

Beneficiaries may be:

- the lessor, his or her father, mother, children or any other relative or person connected by marriage or a civil union of whom the lessor is the main support;
- the spouse of whom the lessor remains the main support after a separation from bed and board or divorce or the dissolution of a civil union.

To repossess the land, the lessor shall give notice within the prescribed time periods. The steps for the repossession of the land and the time periods for giving notice are presented in Table C.

The notice shall contain the following:

- the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the lessor, if any;
- the date fixed for the repossession.

The lessor may evict the lessee to divide the land, enlarge it substantially or change its destination. The notice shall indicate the date of and the reason for the eviction and respect the time periods presented in Table D (arts. 1959 to 1961 C.C.Q.).

A lessee who objects to the repossession of the land or to eviction from it shall do so in accordance with the rules provided for in the *Civil Code of Québec* (see Tables C and D).

ASSIGNMENT AND SUBLEASING

46. Where a lessee assigns his or her lease, the lessee abandons all of his or her rights and transfers all of his or her obligations in respect of the land to a person called the "assignee"; as a result, the lessee is released from his or her obligations towards the lessor (art. 1873 C.C.Q.).

A lessee who subleases all or part of his or her land binds himself or herself towards the sublessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.Q.).

47. The lessee is entitled to assign the lease or to sublease the land. He or she shall, however, except in the circumstances described in particular No. 57, obtain the lessor's consent. The lessor may not, however, refuse to give his or her consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

48. Subject to particular No. 57, the lessee shall give the lessor notice of his or her intention to assign the lease or to sublease the land. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the land (art. 1870 C.C.Q.).

If the lessor refuses, he or she shall inform the lessee of his or her reasons for refusing within 15 days after receiving the notice. Otherwise, the lessor is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

49. A lessor who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

50. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the land before receiving notice of 10 days to that effect from the sublessor or, failing him or her, from the lessor (art. 1940 C.C.Q.).

RESILIATION OF LEASE BY THE LESSEE

51. Pursuant to article 1974 of the *Civil Code of Québec*, a lessee may resiliate his or her lease if:

- he or she is allocated a dwelling in low-rental housing; or
- he or she can no longer occupy his or her land because of a handicap; or
- in the case of a senior, he or she is permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

Notice (art. 1974 C.C.Q.)

The resiliation takes effect two months after a notice is sent to the lessor or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree or when the land, having been vacated by the lessee, is re-leased during that same period.

The notice shall be sent with an attestation from the authority concerned.

In the case of a senior, the notice of resiliation shall also be sent with a certificate from an authorized person stating that the conditions requiring admission to the facility have been met.

Pursuant to article 1974.1 of the *Civil Code of Québec*, a lessee may also resiliate his or her lease if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

Notice (art. 1974.1 C.C.Q.)

The resiliation takes effect two months after a notice is sent to the lessor or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree or when the land, having been vacated by the lessee, is re-leased during that same period.

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exists a situation involving violence or sexual aggression, and other factual elements or documents supporting the lessee's statement provided by persons in contact with the victims, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act promptly.

SURRENDER OF LAND UPON TERMINATION OF THE LEASE

52. The lessee shall vacate the land upon termination of the lease; no grace period is provided for by law.

When vacating the land, the lessee shall remove any object other than those belonging to the lessor (art. 1890 C.C.Q.).

53. Upon termination of the lease, the lessee shall surrender the land in the condition in which he or she received it, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the land may be established by the description made or the photographs taken by the parties; otherwise, the lessee is presumed to have received the land in good condition (art. 1890 C.C.Q.).

54. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he or she has made. If they cannot be removed without deteriorating the land, the lessor may retain them by paying the value thereof or compel the lessee to remove them and to restore the land to the condition in which he or she received it.

Where the land cannot be restored to the condition in which the lessee received it, the lessor may retain them without compensation to the lessee (art. 1891 C.C.Q.).

MOBILE HOME SITUATED ON LAND

55. The lessor of the land may not:

- require that he or she, the lessor, remove the mobile home of the lessee;
- limit the right of the lessee to replace his or her mobile home by another mobile home of his or her choice;
- limit the right of the lessee to alienate or lease his or her mobile home;
- require that he or she, the lessor, act as the mandatary or that he or she select the person to act as the mandatary of the lessee for the alienation or lease of the mobile home;
- require any amount of money from the lessee by reason of the alienation or lease of the mobile home, unless he or she acts as the mandatary of the lessee (arts. 1997 to 1999 C.C.Q.).

56. A lessee of the land who alienates his or her mobile home shall notify the lessor of the land immediately (art. 1998 C.C.Q.).

57. The acquirer of a mobile home becomes the lessee of the land unless he or she notifies the lessor of his or her intention to leave the land within one month after the acquisition (art. 2000 C.C.Q.).

MODEL OF NOTICE

NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (arts. 1942 and 1943 C.C.Q.)

Notice to _____
 Name of lessee Address

UPON RENEWAL OF YOUR LEASE, I INTEND TO MODIFY THE FOLLOWING CONDITION(S):

1 – Amount of rent (check off ONE of the boxes below)

- Your current rent of \$ _____ will be increased to \$ _____. (Indicate new rent)
 Or
 Your current rent of \$ _____ will be increased by \$ _____. (Indicate amount of increase)
 Or
 Your current rent of \$ _____ will be increased by _____ %. (Indicate percentage of increase)
 Or
 Your rent under the lease ending on _____, that has given rise to an application for the fixing or review of the rent,
 Day Month Year
 will be increased by _____ % of the rent to be determined by the tribunal.

2 – Term of lease

Your lease will be renewed from _____ to _____
 Day Month Year Day Month Year

3 – Other modification(s)

To the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.

Name of lessor or mandatory _____ Address _____
 Telephone No. _____ Signature of lessor or mandatory _____
 Day Month Year

ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND

I acknowledge receipt of this notice, on:

 Day Month Year Signature of lessee

The lessor should always keep a copy and proof of delivery of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).

To reply to this notice, the lessee may use the model of reply proposed by the Régie du logement, which is available on its website (www.rdl.gouv.qc.ca), at all of the Régie's offices or by mail.

MODEL OF REPLY

LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)

Notice to _____
 Name of lessor or mandatory Address of lessor or mandatory

Address of leased dwelling _____

IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT:
 (choose one of the three responses below)

- I accept the renewal of the lease and its modifications.
 I refuse the proposed modifications and I am renewing my lease.
 I am not renewing my lease and will vacate the land upon termination of the lease.

If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).

 Day Month Year Signature of lessee

ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND

I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:

 Day Month Year Signature of lessor or mandatory

The lessee should always keep a copy and proof of delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).

SCHEDULE 4

(s. 1)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT OF A DWELLING
IN A COOPERATIVE

**Régie
du logement**
Québec

www.rdl.gouv.qc.ca
Montreal area: 514 873-BAIL*
Elsewhere in Québec: 1 800 683-BAIL*

*An automated information service is available around the clock.

LEASE

of a Dwelling
in a Cooperative

RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN (WRITE LEGIBLY)

<p>THE LESSEE</p> <p>Name _____</p> <p>No. Street Apt. _____</p> <p>Municipality Postal code _____</p> <p>Telephone No. Other telephone No. (cell phone) _____</p> <p>Email address _____</p> <p>THE LESSOR</p> <p>Name _____</p> <p>No. Street Apt. Municipality Postal code _____</p> <p>Telephone No. Other telephone No. (cell phone) Email address _____</p> <p>Represented by: _____</p>	<p>THE LESSEE</p> <p>Name _____</p> <p>No. Street Apt. _____</p> <p>Municipality Postal code _____</p> <p>Telephone No. Other telephone No. (cell phone) _____</p> <p>Email address _____</p>
--	--

The names indicated in the lease must be those that the lessee and the lessor are legally authorized to use.
The term "lessor" in the *Civil Code of Québec* generally refers to the cooperative.

B DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)

Address

No. Street Apt. _____

Municipality Postal code Number of rooms _____

Outdoor parking Number of places _____ Parking space(s) _____

Indoor parking Number of places _____ Parking space(s) _____

Locker or storage space _____

Other Specify _____

The lessor and the lessee undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the dwelling and the immovable.

Initials of lessor's mandatary _____ Day Month Year _____ Initials of lessee _____ Initials of lessee _____ Day Month Year _____

C TERM OF LEASE (art. 1851 C.C.Q.)

<p>FIXED TERM LEASE</p> <p>The term of the lease is _____</p> <p style="text-align: center; font-size: 0.8em;">Specify number of weeks, months or years</p> <p>From _____ To _____</p> <p style="text-align: center; font-size: 0.8em;">Day Month Year Day Month Year</p>	<p>INDETERMINATE TERM LEASE</p> <p>The term of the lease is indeterminate,</p> <p>beginning on _____</p> <p style="text-align: center; font-size: 0.8em;">Day Month Year</p>
--	---

Neither the lessee nor the cooperative may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 50).
However, they may terminate the lease by mutual consent.

D RENT (arts. 1855, 1903 and 1904 C.C.Q.)

The rent is \$ _____ Per month Per week

for a total amount of \$ _____, for the full term of the lease (if it is a fixed term lease).

The lessee is a beneficiary of a rent subsidy program. Yes No

Specify _____

Where applicable, include the cost of services of a personal nature in Schedule 6 of the lease: Services Offered to the Lessee by the Lessor.



D RENT (arts. 1855, 1903 and 1904 C.C.Q.) (cont.)																																											
<p>DATE OF PAYMENT</p> <p>▪ FIRST PAYMENT PERIOD The rent will be paid on _____. Day Month Year</p> <p>▪ OTHER PAYMENT PERIODS The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____. Specify _____.</p> <p>METHOD OF PAYMENT The rent is payable in accordance with the following method of payment: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____.</p> <p>The lessee agrees to give the cooperative postdated cheques for the term of the lease. _____ Initials of lessee Initials of lessee</p> <p>PLACE OF PAYMENT The rent is payable at _____. Place of payment (specify if the payment is made by mail)</p>	<p>Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.</p> <p>A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months (art. 1906 C.C.Q.).</p> <p>The cooperative may not exact any other amount of money from the lessee (e.g. deposit for the keys).</p> <p>Payment of rent for the first payment period: At the time of entering into the lease, the cooperative may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent.</p> <p>Payment of rent for the other payment periods: The rent is payable on the first day of each payment period (e.g. month, week), unless otherwise agreed.</p> <p>Method of payment: The cooperative may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.</p> <p>Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).</p> <p>Proof of payment: The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).</p>																																										
E SERVICES AND CONDITIONS																																											
<p>BY-LAWS OF THE IMMOVABLE A copy of the by-laws of the immovable was given to the lessee before entering into the lease. Given on _____. Day Month Year Initials of lessee Initials of lessee</p> <p>WORK AND REPAIRS The work and repairs to be done by the cooperative and the timetable for performing them are as follows:</p> <p>▪ Before the delivery of the dwelling _____</p> <p>_____</p> <p>▪ During the lease _____</p> <p>_____</p> <p>JANITORIAL SERVICES Specify _____</p> <p>The contact information for the janitor or the person to contact if necessary is as follows:</p> <p>Name _____ Telephone No. _____</p> <p>Email address _____ Other telephone No. (cell phone) _____</p>	<p>By-laws of the immovable: The rules to be observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.</p> <p>If such by-laws exist, the cooperative must give a copy of them to the lessee before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).</p> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"> <p>The by-laws may not contradict the lease or violate the law.</p> </div> <p>Work and repairs: On the date fixed for the delivery of the dwelling, the cooperative must deliver it in a good state of repair in all respects. However, the lessee and the cooperative may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).</p> <p>However, the cooperative may not release itself from the obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).</p> <p>Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the dwelling in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).</p>																																										
<p>SERVICES, TAXES AND CONSUMPTION COSTS</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Will be borne by:</th> <th style="text-align: center;">Cooperative</th> <th style="text-align: center;">Lessee</th> <th style="text-align: left;"></th> <th style="text-align: center;">Cooperative</th> <th style="text-align: center;">Lessee</th> </tr> </thead> <tbody> <tr> <td>Heating of dwelling</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Electricity</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hot water heater (rental fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Snow and ice removal</td> <td></td> <td></td> </tr> <tr> <td>Hot water (user fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Parking area</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Water consumption tax for dwelling</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Balcony</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Gas</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Entrance, walkway, driveway</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Fuel oil</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Stairs</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		Will be borne by:	Cooperative	Lessee		Cooperative	Lessee	Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Hot water heater (rental fees)	<input type="checkbox"/>	<input type="checkbox"/>	Snow and ice removal			Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Parking area	<input type="checkbox"/>	<input type="checkbox"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/>	▪ Balcony	<input type="checkbox"/>	<input type="checkbox"/>	Gas	<input type="checkbox"/>	<input type="checkbox"/>	▪ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>	Fuel oil	<input type="checkbox"/>	<input type="checkbox"/>	▪ Stairs	<input type="checkbox"/>	<input type="checkbox"/>
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<p>CONDITIONS</p> <p>The lessee has a right of access to the land. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Specify _____</p> <p>The lessee has the right to keep one or more animals. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Specify _____</p> <p>OTHER SERVICES, CONDITIONS AND RESTRICTIONS (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room)</p> <p>_____</p> <p>_____</p>																																											



F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)

The lessee and the cooperative may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease in the following situations. Check the situation that applies:

- The dwelling is leased by the cooperative to one of its members.
- OR
- The dwelling is leased by the cooperative to a non-member:
- The dwelling is located in an immovable erected five years ago or less.
The immovable became ready for habitation on _____ .
Day Month Year
- OR
- The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.
The immovable became ready for habitation on _____ .
Day Month Year

If one of the three boxes opposite is checked off and if the situation described therein persists, the lessee who refuses a modification in his or her lease requested by the cooperative, such as an increase in the rent, must vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).

If none of the three boxes opposite is checked off and if the lessee refuses a modification in his or her lease requested by the cooperative and wishes to continue to live in the dwelling, the lease is then renewed. The cooperative may apply to the Régie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 41 and 42).

However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).

G NOTICE TO A NEW LESSEE (art. 1896 et 1950 C.C.Q.)

A cooperative is not required to give this notice where it leases a dwelling to one of its members or where the dwelling is located in an immovable erected or altered five years ago or less, if it mentions that fact in Section F. In such cases, the lessee may not apply to the Régie du logement to have the rent fixed.

In other cases, the cooperative must give this notice at the time the lease is entered into.

I hereby notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was \$ _____.

- Per month
- Per week
- Other _____

If the new lessee pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease is entered into, apply to the Régie du logement to have the rent fixed.

If the cooperative did not give such notice at the time the lease was entered into, the new lessee may, within two months after the beginning of the lease, apply to the Régie du logement to have his or her rent fixed.

The new lessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.

The property leased, the services offered by the lessor and the conditions of your lease are the same. Yes No

If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating):

 Signature of the cooperative's mandatary _____ Day Month Year

H SIGNATURES

Signature of lessee (or his or her mandatary) _____ Day Month Year
 Signature of lessee (or his or her mandatary) _____ Day Month Year
 Signature of the cooperative's mandatary _____ Day Month Year

The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12). Yes No
 Initials of lessee _____ Initials of lessee _____

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. another lessee, surety). (Particular No. 12)

Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____
 Address of signatory _____ Day Month Year
 Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____
 Address of signatory _____ Day Month Year

The cooperative must give the lessee a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).

I NOTICE OF FAMILY RESIDENCE (art. 403 and 521.6 C.C.Q.)

A lessee who is married or in a civil union may not, without the written consent of his or her spouse, sublease his or her dwelling, assign the lease or terminate the lease where the cooperative has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

Notice to cooperative

I hereby declare that I am married to or in a civil union with _____ .
 Name of spouse

I hereby notify you that the dwelling covered by the lease will be used as the family residence.

Signature of lessee or lessee's spouse _____ Day Month Year

If the lease includes services in addition to those indicated on this form, including services of a personal nature, complete Schedule 6 of the lease: Services Offered to the Lessee by the Lessor.



PARTICULARS

In the case of differences between this document and the laws that apply to dwellings, the laws take priority.

GENERAL INFORMATION

These particulars describe most of the rights and obligations of lessees and lessors. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.).

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the *Civil Code of Québec*. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the dwelling, whether or not they are included in the lease of the dwelling or in another lease. Some exceptions apply (arts. 1892 and 1892.1 C.C.Q.).

Except if the size of the dwelling justifies it, a cooperative may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he or she so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the Régie du logement* art. 1899 C.C.Q.)

No person may harass a lessee in such a manner as to limit the lessee's right to peaceable enjoyment of the premises or to induce him or her to leave the dwelling. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages.

Charter of human rights and freedoms

These rights and obligations shall be exercised in compliance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her property, except to the extent provided by law, and that a person's home is inviolable.

The Charter also prohibits any discrimination and harassment based on race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

Any person who is a victim of discrimination or harassment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits de la jeunesse.

Act respecting the Protection of personal information in the private sector

The cooperative shall comply with the prescriptions of this Act.

Lease of a dwelling in low-rental housing and Schedule 6

Specific rules, which are not mentioned in these particulars, apply to the lease of a dwelling in low-rental housing, within the meaning of article 1984 2nd par. of the *Civil Code of Québec*, where this form must be used.

If the lease includes services in addition to those indicated on this form, including services of a personal nature, Schedule 6 of the lease, Services Offered to the Lessee by the Lessor, shall be completed.

ENTERING INTO THE LEASE

Language of the lease and of the by-laws of the immovable

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the cooperative and the lessee may expressly agree to use another language (art. 1897 C.C.Q.).

Clauses of the lease

2. The cooperative and the lessee may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.

The legal rules contained in particulars Nos. 13, 14 and 51 to 53 are suppletive, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1984 to 1995 of the Code are without effect.

For instance, no one may, in the lease:

- waive his or her right to maintain occupancy (art. 1936 C.C.Q.);
- waive his or her right to sublease the dwelling (art. 1870 C.C.Q.).

A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the cooperative or releasing the cooperative from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
- a clause whereby the lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The lessee may apply to the Régie du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

5. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a **personal right to maintain occupancy in his or her dwelling** (art. 1936 C.C.Q.).

The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the division or substantial enlargement of the dwelling and the resiliation of the lease by the cooperative. In addition, the cooperative may give notice that the lease is not being renewed where the lessee has subleased the dwelling for more than 12 months and where the lessee lived alone and has died (art. 1944 C.C.Q.).

6. The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.).

However, those persons are not considered to be new lessees (art. 1951 C.C.Q.).

New lessor

7. The new lessor of an immovable is bound to respect the lease of the lessee. The lease is continued and may be renewed in the same manner as any other lease (art. 1937 C.C.Q.).

8. Where the lessee has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the lessee may, with the authorization of the Régie du logement, deposit the rent with it (art. 1908 C.C.Q.).

Death

9. A lease is not terminated by the death of the lessee (art. 1884 C.C.Q.).

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she continues to occupy the dwelling and gives notice to that effect in writing to the cooperative within two months after the death. Otherwise, the liquidator of the succession or, if there is no liquidator, an heir may, in the month that follows the expiry of the two-month period, terminate the lease by giving notice of one month to that effect to the cooperative.

If no one was living with the lessee at the time of his or her death, the liquidator of the succession or, if there is no liquidator, an heir may resiliate the lease by giving the cooperative two months' notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or the heir and the cooperative so agree or when the dwelling is re-leased by the cooperative during that same period.

In all cases, if the lessee received services of a personal nature, whether or not he or she lived alone, the liquidator, the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts. 1938 and 1939 C.C.Q.).

Non-payment of rent

10. Non-payment of rent entitles the cooperative to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in paying the rent, the cooperative may obtain the resiliation of the lease and the eviction of the lessee. Frequent late payment of the rent may also warrant the resiliation of the lease if the cooperative suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil union

11. A married or civil union spouse who rents a dwelling for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the cooperative of his or her unwillingness to be bound for the debt (arts. 397 and 521.6 C.C.Q.).

Liability of co-lessees and surety

12. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, i.e. each of them is liable for his or her own share only (art. 1518 C.C.Q.).

However, the co-lessees and the cooperative may agree that the liability will be solidary. In such case, each lessee may be held liable for all the obligations of the lease (art. 1523 C.C.Q.).

Solidarity between co-lessees is not presumed. It exists only where it is expressly stipulated in the lease (art. 1525 C.C.Q.).

Surety securing the performance of the obligations of the lessee does not extend to the renewal of the lease, unless otherwise provided between the parties (art. 1881 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352 C.C.Q.).

ENJOYMENT OF PREMISES

13. The cooperative shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

14. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

15. The lessee may not, without the consent of the cooperative, use or keep in the dwelling a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the cooperative (art. 1919 C.C.Q.).

16. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

17. The lessee and the persons he or she allows to use or to have access to the dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

18. During the term of the lease, the cooperative and the lessee may not change the form or destination of the dwelling (art. 1856 C.C.Q.).

MAINTENANCE OF DWELLING AND REPAIRS

Obligation of maintenance

19. The cooperative is bound to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1834 2nd par. C.C.Q.).

20. The lessee shall keep the dwelling in clean condition. Where the cooperative carries out work in the dwelling, it shall restore it to clean condition (art. 1911 C.C.Q.).

21. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the cooperative within a reasonable time (art. 1866 C.C.Q.).

22. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

Dwelling unfit for habitation

23. A cooperative may not offer a dwelling that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The lessee may refuse to take possession of such a dwelling. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

24. The lessee may abandon the dwelling if it becomes unfit for habitation. In such case, he or she shall inform the cooperative of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

25. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the dwelling temporarily. In the case of urgent repairs, the cooperative may require the lessee to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

26. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, the lessee may do so only if he or she has informed or attempted to inform the cooperative of the situation and if the latter has not acted in due course. The cooperative may intervene at any time to pursue the work.

The lessee shall render an account to the cooperative of the repairs undertaken and the expenses incurred and shall deliver the invoices to the cooperative. The lessee may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

Major non-urgent work

(arts. 1922 to 1929 C.C.Q.)

27. The cooperative shall give notice to the lessee before undertaking the dwelling major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the dwelling temporarily, the cooperative shall offer him or her an indemnity equal to the reasonable expenses the lessee will have to incur during the work. Such indemnity is payable to the lessee on the date he or she vacates the dwelling.

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than one week. In such case, at least three months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him or her to vacate the dwelling temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the cooperative may, within 10 days after such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to modify or

suppress any condition relating to the performance of the work that he or she considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the indemnity, if any.

ACCESS TO AND VISIT OF DWELLING

28. To exercise rights of access to the dwelling, the cooperative and the lessee are bound to act in good faith:

- the lessee shall facilitate access to the dwelling and shall not refuse access without justification;
 - the cooperative shall not abuse its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).
- 29.** The cooperative may have access to the dwelling during the lease:
- to ascertain the condition of the dwelling between 9 a.m. and 9 p.m.;
 - to show the dwelling to a prospective acquirer between 9 a.m. and 9 p.m.;
 - to carry out work between 7 a.m. and 7 p.m.

In all three cases, the cooperative shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

30. A lessee who gives notice to the cooperative of his or her intention to vacate the dwelling shall, from that time, allow the cooperative to show the dwelling to prospective lessees between 9 a.m. and 9 p.m., and allow the cooperative to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The cooperative is not required to notify the lessee 24 hours in advance of a visit by a prospective lessee.

31. The lessee may require the presence of the cooperative's representative during a visit to or a verification of the dwelling (art. 1932 C.C.Q.).

32. Except in case of emergency, the lessee may deny access to the dwelling if the conditions fixed by law are not satisfied.

Where the lessee denies access to the dwelling for a reason other than those provided for by law, the cooperative may file an application with the Régie du logement to obtain an order for access.

Abuse of the right of access by the cooperative or unjustified denial of access by the lessee may also, depending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

33. No lock or other device restricting access to a dwelling may be installed or replaced without the consent of the lessee and the cooperative (art. 1934 C.C.Q.).

34. The cooperative may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the immovable or dwelling for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

NOTICES

35. Every notice relating to the lease, given by the cooperative (e.g. notice of modification of the lease to increase the rent) or by the lessee (e.g. notice of non-renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception : Only a notice by the cooperative for the purpose of having access to the dwelling may be given orally.

36. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

37. A lease with a fixed term is "renewed of right" when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

However, a lease with a term of more than 12 months is renewed for one year only (art. 1941 C.C.Q.).

The cooperative may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.).

However the cooperative may modify the lease at the time of renewal, provided that it gives notice to the lessee.

The lessee may avoid such renewal, provided that he or she gives notice to the cooperative.

Non-renewal of lease by the lessee

38. A lessee who wishes to vacate the dwelling upon termination of a lease with a fixed term, or to terminate a lease with an indeterminate term, shall give notice to the cooperative or reply to the cooperative's notice within the time periods indicated in Table A (arts. 1942, 1945 and 1946 C.C.Q.).

Modification of lease

39. The cooperative may modify the conditions of the lease at the time of its renewal. For instance, the cooperative may modify its term or increase the rent. To that end, it shall give notice of the modification to the lessee within the time periods indicated in Table B (art. 1942 C.C.Q.).

40. The cooperative shall, in the notice of modification, indicate to the lessee:

- the modification(s) requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

Reply to a notice of modification

(art. 1945 C.C.Q.)

41. A lessee who receives a notice of modification of the lease from the cooperative has one month after receiving it to reply and notify the cooperative that he or she:

- accepts the requested modification(s) or
- refuses the requested modification(s) and will continue to occupy the dwelling (see "Exception" below); or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he or she accepts the modification(s) requested by the cooperative.

Where the lessee is a member of the cooperative or where the immovable was erected or underwent a change of destination five years ago or less, and where Section F has been completed, the lessee who refuses the requested modification(s) shall vacate the dwelling upon termination of the lease.

In other cases, if the lessee refuses the modification(s), he or she is entitled to remain in the dwelling because the lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal.

Fixing of conditions of the lease by the Régie du logement

42. The Régie du logement may not modify the conditions of the lease where the cooperative leases the dwelling to one of its members or where the dwelling is located in an immovable erected or altered five years ago or less, and where that fact is mentioned in Section F (art. 1955 C.C.Q.).

In other cases, the cooperative has one month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (see Table B). If the cooperative does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

Agreement on modifications

43. Where the cooperative and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the cooperative shall give the lessee a writing evidencing the modifications to the previous lease before the beginning of the renewal (art. 1895 C.C.Q.).

Contestation of an adjustment of rent

44. Where a lease with a term of more than 12 months contains a clause providing for an adjustment of the rent, the lessee or the cooperative may not contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed where the lessee is a member of the cooperative or where the dwelling is located in an immovable that was erected or underwent a change of destination five years ago or less, and where that fact is mentioned in Section F (arts. 1949 and 1955 C.C.Q.).

In other cases, an application for that purpose may be filed with the Régie du logement within one month following the date on which the adjustment is to take effect.

ASSIGNMENT AND SUBLEASING

45. Where a lessee assigns his or her lease, the lessee abandons all of his or her rights and transfers all of his or her obligations in respect of the dwelling to a person called the "assignee"; as a result, the lessee is released from his or her obligations towards the cooperative (art. 1873 C.C.Q.).

A lessee who subleases all or part of his or her dwelling binds himself or herself towards the sublessee, but is not released from his or her obligations towards the cooperative (art. 1870 C.C.Q.).

46. The lessee is entitled to assign the lease or to sublease the dwelling with the consent of the cooperative. However, the latter may not refuse to give its consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

47. The lessee shall give the cooperative notice of his or her intention to assign the lease or to sublease the dwelling. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the dwelling (art. 1870 C.C.Q.).

If the cooperative refuses, it shall inform the lessee of its reasons for refusing within 15 days after receiving the notice. Otherwise, the cooperative is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

48. A cooperative that consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

49. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the dwelling provided that he or she has not received notice of 10 days to that effect from the sublessor or, failing him or her, from the cooperative (art. 1940 C.C.Q.).

RESILIATION OF LEASE BY THE LESSEE

50. Pursuant to article 1974 of the *Civil Code of Québec*, a lessee may resiliate his or her lease if:

- he or she is allocated a dwelling in low-rental housing; or

- he or she can no longer occupy the dwelling because of a handicap; or
- in the case of a senior, he or she is permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

Notice (art. 1974 C.C.Q.)

The resiliation takes effect two months after a notice is sent to the cooperative or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree or when the dwelling, having been vacated by the lessee, is re-leased during that same period.

The notice shall be sent with an attestation from the authority concerned.

In the case of a senior, the notice of resiliation shall also be sent with a certificate from an authorized person stating that the conditions requiring admission to the facility have been met.

Pursuant to article 1974.1 of the *Civil Code of Québec*, a lessee may also resiliate his or her lease if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

Notice (art. 1974.1 C.C.Q.)

The resiliation takes effect two months after a notice is sent to the cooperative or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree or when the dwelling, having been vacated by the lessee, is re-leased during that same period.

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exists a situation involving

violence or sexual aggression, and other factual elements or documents supporting the lessee's statement provided by persons in contact with the victims, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act promptly.

Services (arts. 1974 and 1974.1 C.C.Q.)

If the rent includes services of a personal nature provided to the lessee or, where applicable, to his or her child, the lessee is only required to pay that part of the rent that relates to the services provided before he or she vacated the dwelling, whether or not such services were provided under a contract separate from the lease.

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

51. The lessee shall vacate the dwelling upon termination of the lease; no grace period is provided for by law. When vacating the dwelling, the lessee shall remove any furniture or object other than those belonging to the cooperative (art. 1890 C.C.Q.).

52. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he or she received it, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the dwelling may be established by the description made on the photographs taken by the parties; otherwise, the lessee is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

53. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he or she has made. If they cannot be removed without deteriorating the dwelling, the cooperative may retain them by paying the value thereof or compel the lessee to remove them and to restore the property to the condition in which he or she received it.

Where the dwelling cannot be restored to the condition in which the lessee received it, the cooperative may retain them without compensation to the lessee (art. 1891 C.C.Q.).

NON-RENEWAL OF LEASE BY THE LESSEE: PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1946 C.C.Q.)

TABLE A	Lessee who has not received a notice of modification of the lease	Lessee of a room who has not received a notice of modification of the lease	Lessee (including the lessee of a room) who has received a notice of modification of the lease
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Between 10 and 20 days before termination of the lease	Within 1 month after receiving the cooperative's notice
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	Between 10 and 20 days before desired termination of the lease	
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease	Between 10 and 20 days before desired termination of the lease	

STEPS FOR MODIFYING THE LEASE AND PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1947 C.C.Q.)

TABLE B	Step 1: Notice by the cooperative	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the cooperative
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	The lessee is a member of the cooperative	The lessee is a member of the cooperative
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	A member of the cooperative shall reply within 1 month after receiving the notice of modification. A member who refuses the requested modification of the lease shall vacate the dwelling upon termination of the lease. See Section F and particular No. 41. If the member fails to reply, he or she is deemed to have accepted the modification.	If the lessee of the member mentions the restriction on the right to have the rent fixed and the lease modified (see Section F), the cooperative may not apply to the Régie du logement. If no such restriction is mentioned in the member's lease, the cooperative has 1 month to apply to the Régie du logement after receiving the lessee's refusal. Otherwise, the lease is renewed on the same conditions
Lease with an indeterminate term	Between 1 and 2 months before proposed modification	The lessee is not a member of the cooperative	The lessee is not a member of the cooperative
Lease for a room	Between 10 and 20 days before the termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term	The lessee shall reply within 1 month after receiving the notice of modification. If the lessee fails to reply, he or she is deemed to have accepted the requested modification. See restrictions in Section F and particular No. 41	The cooperative has one month after receiving the lessee's refusal to apply to the Régie du logement. Otherwise, the lease is renewed on the same conditions.

END OF MANDATORY PARTICULARS

SCHEDULE 5

(s. 1)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT BETWEEN
THE LESSEE AND THE LESSOR

**Régie
du logement**
Québec

www.rdl.gouv.qc.ca
Montréal area: 514 873-BAIL*
Elsewhere in Québec: 1 800 683-BAIL*

*An automated information service is available around the clock.

LEASE

of a Dwelling

RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN THE LESSEE (WRITE LEGIBLY)	AND THE LESSOR (WRITE LEGIBLY)			
<p>Name</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p>	<p>Name</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p>			
<p>Name</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p>	<p>Name</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p> <p>Where applicable, represented by: _____</p>			
<p>The names indicated in the lease must be those that the lessee and the lessor are legally authorized to use. The term "lessor" in the <i>Civil Code of Québec</i> generally refers to the owner of the immovable.</p>				
B DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)				
<p>Address</p> <p>No. Street Apt.</p> <p>Municipality Postal code Number of rooms</p> <p>The dwelling is leased for residential purposes only. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the "No" box is checked off, the dwelling is leased for the combined purposes of housing and _____ (Specify (e.g. professional activities, commercial activities)') but no more than one-third of the total floor area will be used for that second purpose (art. 1892 C.C.Q.).</p> <p>The dwelling is located in a unit under divided co-ownership. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Outdoor parking Number of places _____ Parking space(s) _____</p> <p><input type="checkbox"/> Indoor parking Number of places _____ Parking space(s) _____</p> <p><input type="checkbox"/> Locker or storage space _____</p> <p>Specify _____</p> <p>Other accessories and dependencies Specify _____</p> <p>Furniture is leased and included in the rent. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <table style="width: 100%; font-size: small;"> <tr> <td style="width: 33%;"> Appliances <input type="checkbox"/> Washer <input type="checkbox"/> Stove <input type="checkbox"/> Microwave oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Refrigerator </td> <td style="width: 33%;"> Furniture <input type="checkbox"/> Dryer <input type="checkbox"/> Table(s) Number _____ <input type="checkbox"/> Chair(s) Number _____ </td> <td style="width: 33%;"> Other <input type="checkbox"/> Chest(s) of drawers Number _____ <input type="checkbox"/> Couch(es) Number _____ <input type="checkbox"/> Armchair(s) Number _____ <input type="checkbox"/> Bed(s) Number Size _____ <input type="checkbox"/> Smoke detector(s) Number _____ <input type="checkbox"/> Other _____ </td> </tr> </table> <p>The lessor and the lessee undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the dwelling and the immovable.</p> <p>Initials of lessor _____ Initials of lessor _____ Day _____ Month _____ Year _____</p> <p>Initials of lessee _____ Initials of lessee _____ Day _____ Month _____ Year _____</p>		Appliances <input type="checkbox"/> Washer <input type="checkbox"/> Stove <input type="checkbox"/> Microwave oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Refrigerator	Furniture <input type="checkbox"/> Dryer <input type="checkbox"/> Table(s) Number _____ <input type="checkbox"/> Chair(s) Number _____	Other <input type="checkbox"/> Chest(s) of drawers Number _____ <input type="checkbox"/> Couch(es) Number _____ <input type="checkbox"/> Armchair(s) Number _____ <input type="checkbox"/> Bed(s) Number Size _____ <input type="checkbox"/> Smoke detector(s) Number _____ <input type="checkbox"/> Other _____
Appliances <input type="checkbox"/> Washer <input type="checkbox"/> Stove <input type="checkbox"/> Microwave oven <input type="checkbox"/> Dishwasher <input type="checkbox"/> Refrigerator	Furniture <input type="checkbox"/> Dryer <input type="checkbox"/> Table(s) Number _____ <input type="checkbox"/> Chair(s) Number _____	Other <input type="checkbox"/> Chest(s) of drawers Number _____ <input type="checkbox"/> Couch(es) Number _____ <input type="checkbox"/> Armchair(s) Number _____ <input type="checkbox"/> Bed(s) Number Size _____ <input type="checkbox"/> Smoke detector(s) Number _____ <input type="checkbox"/> Other _____		
C TERM OF LEASE (art. 1851 C.C.Q.)				
<p>FIXED TERM LEASE</p> <p>The term of the lease is _____ (Specify number of weeks, months or years)</p> <p>From _____ Day _____ Month _____ Year _____ To _____ Day _____ Month _____ Year _____</p>	<p>INDETERMINATE TERM LEASE</p> <p>The term of the lease is indeterminate,</p> <p>beginning on _____ Day _____ Month _____ Year _____</p>			
<p>Neither the lessee nor the lessor may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 51). However, they may terminate the lease by mutual consent.</p>				



D RENT (art. 1855, 1903 and 1904 C.C.Q.)

The rent is \$ _____ Per month Per week
 for a total amount of \$ _____, for the full term of the lease (if it is a fixed term lease).
 The lessee is a beneficiary of a rent subsidy program. Yes No

Specify _____
 Where applicable, include the cost of services of a personal nature in Schedule 6 of the lease: Services Offered to the Lessee by the Lessor.

DATE OF PAYMENT
■ FIRST PAYMENT PERIOD
 The rent will be paid on _____.
 Day Month Year
■ OTHER PAYMENT PERIODS
 The rent will be paid on the 1st day Of the month Of the week
 Or on _____
 Specify _____

METHOD OF PAYMENT
 The rent is payable in accordance with the following method of payment:
 Cash Cheque Electronic bank transfer Other _____
 The lessee agrees to give the lessor postdated cheques for the term of the lease.

 Initials of lessee Initials of lessor

PLACE OF PAYMENT
 The rent is payable at _____
 Place of payment (specify if the payment is made by mail)

E SERVICES AND CONDITIONS

BY-LAWS OF THE IMMOVABLE
 A copy of the by-laws of the immovable was given to the lessee before entering into the lease.
 Given on _____
 Day Month Year Initials of lessee Initials of lessor

DIVIDED CO-OWNERSHIP
 A copy of the by-laws of the immovable was given to the lessee.
 Given on _____
 Day Month Year Initials of lessee Initials of lessor

WORK AND REPAIRS
 The work and repairs to be done by the lessor and the timetable for performing them are as follows:
■ Before the delivery of the dwelling _____

■ During the lease _____

JANITORIAL SERVICES
 Specify _____
 The contact information for the janitor or the person to contact if necessary is as follows:
 Name _____ Telephone No. _____
 Email address _____ Other telephone No. (cell phone) _____

SERVICES, TAXES AND CONSUMPTION COSTS

Will be borne by:	Lessor	Lessee		Lessor	Lessee
Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Hot water heater (rental fees)	<input type="checkbox"/>	<input type="checkbox"/>	Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>
Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	■ Parking area	<input type="checkbox"/>	<input type="checkbox"/>
Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/>	■ Balcony	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	■ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>
Fuel oil	<input type="checkbox"/>	<input type="checkbox"/>	■ Stairs	<input type="checkbox"/>	<input type="checkbox"/>

CONDITIONS
 The lessee has a right of access to the land. Yes No
 Specify _____
 The lessee has the right to keep one or more animals. Yes No
 Specify _____

OTHER SERVICES, CONDITIONS AND RESTRICTIONS (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room)

By-laws of the immovable: The rules to be observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.
 If such by-laws exist, the lessor must give a copy of them to the lessee before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).
 If the dwelling is located in an immovable under divided co-ownership, the by-laws will apply as soon as a copy of them has been given to the lessee by the lessor or by the syndicate of the co-ownership (art. 1057 C.C.Q.).
The by-laws may not contradict the lease or violate the law.
 Work and repairs: On the date fixed for the delivery of the dwelling, the lessor must deliver it in a good state of repair in all respects. However, the lessee and the lessor may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).
 However, the lessor may not release himself or herself from the obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).
 Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the dwelling in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).



F	RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)
<p>The lessee and the lessor may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:</p> <p><input type="checkbox"/> The dwelling is located in an immovable erected five years ago or less.</p> <p style="margin-left: 40px;">The immovable became ready for habitation on _____.</p> <p style="margin-left: 80px;">Day Month Year</p> <p style="text-align: center;">OR</p> <p><input type="checkbox"/> The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.</p> <p style="margin-left: 40px;">The immovable became ready for habitation on _____.</p> <p style="margin-left: 80px;">Day Month Year</p> <p>However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	
<p>If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the lessee who refuses a modification in his or her lease requested by the lessor, such as an increase in the rent, must vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).</p> <p>If neither of the two boxes opposite is checked off and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue to live in the dwelling, the lease is then renewed. The lessor may apply to the Régie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 41 and 42).</p>	
G	NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896 and 1950 C.C.Q.)
<p>Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, except when one of the two boxes in Section F is checked off.</p> <p>I hereby notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was \$ _____.</p> <p><input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____</p> <p>The property leased, the services offered by the lessor and the conditions of your lease are the same.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating):</p> <p>_____</p> <p>_____</p> <p style="text-align: right;">Signature of lessor _____</p> <p style="text-align: right;">Day Month Year</p>	
<p>If the new lessee or the sublessee pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease or sublease is entered into, apply to the Régie du logement to have the rent fixed.</p> <p>If the lessor did not give such notice at the time the lease or sublease was entered into, the new lessee or the sublessee may, within two months after the beginning of the lease, apply to the Régie du logement to have his or her rent fixed.</p> <p>The new lessee or the sublessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.</p>	
H	SIGNATURES
<p>Signature of lessor (or his or her mandatary) _____ Day Month Year</p> <p>Signature of lessee (or his or her mandatary) _____ Day Month Year</p> <p>Signature of lessor (or his or her mandatary) _____ Day Month Year</p> <p>Signature of lessee (or his or her mandatary) _____ Day Month Year</p> <p>The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12). <input type="checkbox"/> Yes <input type="checkbox"/> No _____</p> <p style="text-align: right;">Initials of lessee Initials of lessee</p> <p>Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. another lessee, another lessor, surety). (Particular No. 12)</p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____</p> <p>Address of signatory _____ Day Month Year</p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____</p> <p>Address of signatory _____ Day Month Year</p>	
The lessor must give the lessee a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).	
I	NOTICE OF FAMILY RESIDENCE (arts. 403 and 521.6 C.C.Q.)
<p>A lessee who is married or in a civil union may not, without the written consent of his or her spouse, sublease his or her dwelling, assign the lease or terminate the lease where the lessor has been notified, by either of the spouses, that the dwelling leased is used as the family residence.</p> <p>Notice to lessor</p> <p>I hereby declare that I am married to or in a civil union with _____.</p> <p style="margin-left: 40px;">Name of spouse</p> <p>I hereby notify you that the dwelling covered by the lease will be used as the family residence.</p> <p>Signature of the lessee or lessee's spouse _____</p> <p style="margin-left: 40px;">Day Month Year</p>	
If the lease includes services in addition to those indicated on this form, including services of a personal nature, complete Schedule 6 of the lease: Services Offered to the Lessee by the Lessor.	



PARTICULARS

In the case of differences between this document and the laws that apply to dwellings, the laws take priority.

GENERAL INFORMATION

These particulars describe most of the rights and obligations of lessees and lessors. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.).

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the *Civil Code of Québec*. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the dwelling, whether or not they are included in the lease of the dwelling or in another lease. Some exceptions apply (arts. 1892 and 1892.1 C.C.Q.).

Except if the size of the dwelling justifies it, a lessor may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he or she so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the Régie du logement* (art. 1899 C.C.Q.).

No person may harass a lessee in such a manner as to limit the lessee's right to peaceable enjoyment of the premises or to induce him or her to leave the dwelling. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, restitution of the lease, damages and, in certain cases, punitive damages.

Charter of human rights and freedoms

These rights and obligations shall be exercised in compliance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her property, except to the extent provided by law, and that a person's home is inviolable.

The Charter also prohibits any discrimination and harassment based on race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

Any person who is a victim of discrimination or harassment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits de la jeunesse.

Access to and protection of personal information

If the lessor is a public body, he or she shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. Otherwise, the lessor shall comply with the prescriptions of the *Act respecting the Protection of personal information in the private sector*.

Other leases and Schedule 6

Special rules apply to the lease of a dwelling in low-rental housing, the lease of a dwelling in an educational institution, the lease of land intended for the installation of a mobile home and the lease of a dwelling in a cooperative.

If the lease includes services in addition to those indicated on this form, including services of a personal nature, Schedule 6 of the lease, *Services Offered to the Lessee by the Lessor*, shall be completed.

ENTERING INTO THE LEASE

Language of the lease and of the by-laws of the immovable

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the lessor and the lessee may expressly agree to use another language (art. 1897 C.C.Q.).

Clauses of the lease

2. The lessor and the lessee may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.

The legal rules contained in particulars Nos. 13, 14 and 52 to 54 are suppletive, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1984 to 1995 of the Code are without effect.

For instance, no one may, in the lease:

- waive his or her right to maintain occupancy (art. 1936 C.C.Q.);
- waive his or her right to sublease the dwelling or to assign the lease (art. 1870 C.C.Q.).

A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
- a clause whereby the lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The lessee may apply to the Régie du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

5. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a **personal right to maintain occupancy in his or her dwelling** (art. 1936 C.C.Q.). The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the repossession of the dwelling, eviction and the resiliation of the lease by the lessor. In addition, the lessor may give notice that the lease is not being renewed where the lessee has subleased the dwelling for more than 12 months and where the lessee lived alone and has died (art. 1944 C.C.Q.).

6. The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.). However, those persons are not considered to be new lessees (art. 1951 C.C.Q.).

New lessor

7. The new lessor of an immovable is bound to respect the lease of the lessee. The lease is continued and may be renewed in the same manner as any other lease (art. 1937 C.C.Q.).

8. Where the lessee has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the lessee may, with the authorization of the Régie du logement, deposit the rent with it (art. 1908 C.C.Q.).

Death

9. A lease is not terminated by the death of the lessor or the lessee (art. 1884 C.C.Q.).

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she continues to occupy the dwelling and gives notice to that effect in writing to the lessor within two months after the death. Otherwise, the liquidator of the succession or, if there is no liquidator, an heir may, in the month that follows the expiry of the two-month period, terminate the lease by giving notice of one month to that effect to the lessor.

If no one was living with the lessee at the time of his or her death, the liquidator of the succession or, if there is no liquidator, an heir may resiliate the lease by giving the lessor two months' notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or the heir and the lessor so agree or when the dwelling is re-leased by the lessor during that same period.

In all cases, if the lessee received services of a personal nature, whether or not he or she lived alone, the liquidator, the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts. 1938 and 1939 C.C.Q.).

Non-payment of rent

10. Non-payment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee.

Frequent late payment of the rent may also warrant the resiliation of the lease if the lessor suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil union

11. A married or civil union spouse who rents a dwelling for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the lessor of his or her unwillingness to be bound for the debt (arts. 397 and 521.6 C.C.Q.).

Liability of co-lessees and surety

12. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, i.e. each of them is liable for his or her own share only (art. 1518 C.C.Q.).

However, the co-lessees and the lessor may agree that the liability will be solidary. In such case, each lessee may be held liable for all the obligations of the lease (art. 1523 C.C.Q.).

Solidarity between co-lessees is not presumed. It exists only where it is expressly stipulated in the lease (art. 1525 C.C.Q.).

Surety securing the performance of the obligations of the lessee does not extend to the renewal of the lease, unless otherwise provided between the parties (art. 1881 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352 C.C.Q.).

ENJOYMENT OF PREMISES

13. The lessor shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

14. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

15. The lessee may not, without the consent of the lessor, use or keep in the dwelling a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the lessor (art. 1919 C.C.Q.).

16. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

17. The lessee and the persons he or she allows to use or to have access to the dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

18. During the term of the lease, the lessor and the lessee may not change the form or destination of the dwelling (art. 1856 C.C.Q.).

MAINTENANCE OF DWELLING AND REPAIRS

Obligation of maintenance

19. The lessor is bound to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

20. The lessee shall keep the dwelling in clean condition. Where the lessor carries out work in the dwelling, he or she shall restore it to clean condition (art. 1911 C.C.Q.).

21. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the lessor within a reasonable time (art. 1866 C.C.Q.).

22. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

Dwelling unfit for habitation

23. A lessor may not offer a dwelling that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The lessee may refuse to take possession of such a dwelling. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

24. The lessee may abandon the dwelling if it becomes unfit for habitation. In such case, he or she shall inform the lessor of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

25. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the dwelling temporarily.

In the case of urgent repairs, the lessor may require the lessee to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

26. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, the lessee may do so only if he or she has informed or attempted to inform the lessor of the situation and if the latter has not acted in due course.

The lessor may intervene at any time to pursue the work.

The lessee shall render an account to the lessor of the repairs undertaken and the expenses incurred and shall deliver the invoices to the lessor. The lessee may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

Major non-urgent work

(arts. 1922 to 1929 C.C.Q.)

27. The lessor shall give notice to the lessee before undertaking in the dwelling major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the dwelling temporarily, the lessor shall offer him or her an indemnity equal to the reasonable expenses the lessee will have to incur during the work. Such indemnity is payable to the lessee on the date he or she vacates the dwelling.

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than one week. In such case, at least three months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him or her to vacate the dwelling temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the indemnity, if any.

ACCESS TO AND VISIT OF DWELLING

28. To exercise rights of access to the dwelling, the lessor and the lessee are bound to act in good faith:

- the lessee shall facilitate access to the dwelling and shall not refuse access without justification;
- the lessor shall not abuse his or her rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

29. The lessor may have access to the dwelling during the lease:

- to ascertain the condition of the dwelling between 9 a.m. and 9 p.m.;
- to show the dwelling to a prospective acquirer between 9 a.m. and 9 p.m.;
- to carry out work between 7 a.m. and 7 p.m.

In all three cases, the lessor shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

30. A lessee who gives notice to the lessor of his or her intention to vacate the dwelling shall, from that time, allow the lessor to show the dwelling to prospective lessees between 9 a.m. and 9

p.m., and allow the lessor to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The lessor is not required to notify the lessee 24 hours in advance of a visit by a prospective lessee.

31. The lessee may require the presence of the lessor or his or her representative during a visit to or a verification of the dwelling (art. 1932 C.C.Q.).

32. Except in case of emergency, the lessee may deny access to the dwelling if the conditions fixed by law are not satisfied.

Where the lessee denies access to the dwelling for a reason other than those provided for by law, the lessor may file an application with the Régie du logement to obtain an order for access.

Abuse of the right of access by the lessor or unjustified denial of access by the lessee may also, depending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

33. No lock or other device restricting access to a dwelling may be installed or replaced without the consent of the lessor and the lessee (art. 1934 C.C.Q.).

34. The lessor may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the immovable or dwelling for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

NOTICES

35. Every notice relating to the lease, given by the lessor (e.g. notice of modification of the lease to increase the rent) or by the lessee (e.g. notice of non-renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception: Only a notice by the lessor for the purpose of having access to the dwelling may be given orally.

36. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

37. A lease with a fixed term is "renewed of right" when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

However, a lease with a term of more than 12 months is renewed for one year only (art. 1941 C.C.Q.).

The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.). However, the lessor may modify the lease at the time of renewal, provided that he or she gives notice to the lessee.

The lessee may avoid such renewal, provided that he or she gives notice to the lessor.

Non-renewal of lease by the lessee

38. A lessee who wishes to vacate the dwelling upon termination of a lease with a fixed term, or to terminate a lease with an indeterminate term, shall give notice to the lessor or reply to the lessor's notice within the time periods indicated in **Table A** (arts. 1942, 1945 and 1946 C.C.Q.).

Modification of lease

39. The lessor may modify the conditions of the lease at the time of its renewal. For instance, the lessor may modify its term or increase the rent. To that end, he or she shall give notice of the modification to the lessee within the time periods indicated in **Table B** (art. 1942 C.C.Q.).

40. The lessor shall, in the notice of modification, indicate to the lessee:

- the modification(s) requested;
- the new term of the lease, if he or she wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if he or she wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

Reply to a notice of modification
(art. 1945 C.C.Q.)

41. A lessee who receives a notice of modification of the lease from the lessor has one month after receiving it to reply and notify the lessor that he or she:

- accepts the requested modification(s); or
- refuses the requested modification(s) and will continue to occupy the dwelling (see "Exception" below); or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he or she accepts the modification(s) requested by the lessor.

If the lessee refuses the modification(s), he or she is entitled to remain in the dwelling because the lease is renewed. In case of refusal, see particular No. 42.

Exception: Where one of the two boxes in Section F is checked off, the lessee who refuses the requested modification(s) shall vacate the dwelling upon termination of the lease (art. 1955 C.C.Q.).

A model of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and a model of the lessee's reply to such notice are found at the end of these particulars and on the Régie du logement's website (www.rdl.gouv.qc.ca).

Fixing of conditions of the lease by the Régie du logement

42. The lessee has one month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (see Table B). If the lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

Agreement on modifications

43. Where the lessor and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the lessor shall give the lessee a writing evidencing the modifications to the previous lease before the beginning of the renewal (art. 1895 C.C.Q.).

Contestation of an adjustment of rent

44. Where a lease with a term of more than 12 months contains a clause providing for an adjustment of the rent, the lessee or the lessor may contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within one month following the date on which the adjustment is to take effect (art. 1949 C.C.Q.).

REPOSESSION OF DWELLING AND EVICTION (arts. 1957 to 1970 C.C.Q.)

45. Where the lessor of the dwelling is the owner, he or she may repossess the dwelling in order to live in it or to allow one of the beneficiaries provided for by law to live in it.

If the immovable belongs to more than one person, the dwelling may generally be repossessed only if there is only one other co-owner and the two co-owners are spouses.

A legal person may not avail itself of the right to repossess a dwelling.

Beneficiaries may be:

- the lessor, his or her father, mother, children or any other relative or person connected by marriage or a civil union of whom the lessor is the main support;
- the spouse of whom the lessor remains the main support after a separation from bed and board or divorce or the dissolution of a civil union.

To repossess the dwelling, the lessor shall give notice within the prescribed time periods. The steps for the repossession of the dwelling and the time periods for giving notice are presented in Table C.

The notice shall contain the following:

- the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the lessor, if any;
- the date fixed for the repossession.

The lessor may evict the lessee to divide the dwelling, enlarge it substantially or change its destination. The notice shall indicate the date of and the reason for the eviction and respect the time periods presented in Table D (arts. 1959 to 1961 C.C.Q.).

A lessee who objects to the repossession of the dwelling or to eviction from it shall do so in accordance with the rules provided for in the *Civil Code of Québec* (see Tables C and D).

ASSIGNMENT AND SUBLEASING

46. Where a lessee assigns his or her lease, the lessee abandons all of his or her rights and transfers all of his or her obligations in respect of the dwelling to a person called the "assignee", as a result, the lessee is released from his or her obligations towards the lessor (art. 1873 C.C.Q.).

A lessee who subleases all or part of his or her dwelling binds himself or herself towards the sublessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.Q.).

47. The lessee is entitled to assign the lease or to sublease the dwelling with the consent of the lessor. However, the latter may not refuse to give his or her consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

48. The lessee shall give the lessor notice of his or her intention to assign the lease or to sublease the dwelling. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the dwelling (art. 1870 C.C.Q.).

If the lessor refuses, he or she shall inform the lessee of his or her reasons for refusing within 15 days after receiving the notice. Otherwise, the lessor is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

49. A lessor who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

50. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the dwelling before receiving notice of 10 days to that effect from the sublessor or, failing him or her, from the lessor (art. 1940 C.C.Q.).

RESILIATION OF LEASE BY THE LESSEE

51. Pursuant to article 1974 of the *Civil Code of Québec*, a lessee may resiliate his or her lease if:

- he or she is allocated a dwelling in low-rental housing; or
- he or she can no longer occupy the dwelling because of a handicap; or
- in the case of a senior, he or she is permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or

to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

Notice (art. 1974 C.C.Q.)

The resiliation takes effect two months after a notice is sent to the lessor or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree or when the dwelling, having been vacated by the lessee, is re-leased during that same period.

The notice shall be sent with an attestation from the authority concerned.

In the case of a senior, the notice of resiliation shall also be sent with a certificate from an authorized person stating that the conditions requiring admission to the facility have been met.

Pursuant to article 1974.1 of the *Civil Code of Québec*, a lessee may also resiliate his or her lease if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

Notice (art. 1974.1 C.C.Q.)

The resiliation takes effect two months after a notice is sent to the lessor or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree or when the dwelling, having been vacated by the lessee, is re-leased during that same period.

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exists a situation involving violence or sexual aggression, and other factual elements or documents supporting the lessee's statement provided by persons in contact with the victims, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act promptly.

Services (arts. 1974 and 1974.1 C.C.Q.)
If the rent includes services of a personal nature provided to the lessee or, where applicable, to his or her child, the lessee is only required to pay that part of the rent that relates to the services provided before he or she vacated the dwelling, whether or not such services were provided under a contract separate from the lease.

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

52. The lessee shall vacate the dwelling upon termination of the lease; no grace period is provided for by law.

When vacating the dwelling, the lessee shall remove any furniture or object other than those belonging to the lessor (art. 1890 C.C.Q.).

53. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he or she received it, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the dwelling may be established by the description made or the photographs taken by the parties; otherwise, the lessee is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

54. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he or she has made. If they cannot be removed without deteriorating the dwelling, the lessor may retain them by paying the value thereof or compel the lessee to remove them and to restore the property to the condition in which he or she received it. Where the dwelling cannot be restored to the condition in which the lessee received it, the lessor may retain them without compensation to the lessee (art. 1891 C.C.Q.).

NON-RENEWAL OF LEASE BY THE LESSEE: PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1946 C.C.Q.)

TABLE A	Lessee who has not received a notice of modification of the lease	Lessee of a room who has not received a notice of modification of the lease	Lessee (including the lessee of a room) who has received a notice of modification of the lease
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Between 10 and 20 days before termination of the lease	Within 1 month after receiving the lessor's notice
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease	Between 10 and 20 days before desired termination of the lease	

STEPS FOR MODIFYING THE LEASE AND PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1947 C.C.Q.)

TABLE B	Step 1: Notice by lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the lessor
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Within 1 month after receiving the notice of modification. If the lessee fails to reply, he or she is deemed to have accepted the modification.	Within 1 month after receiving the lessee's refusal. Otherwise, the lease is renewed of right on the same conditions.
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months before proposed modification		
Lease for a room	Between 10 and 20 days before the termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term		
See particular No. 41: Exception			

STEPS FOR REPOSSESSING THE DWELLING AND PERIODS FOR GIVING NOTICE (arts. 1960, 1962 and 1963 C.C.Q.)

TABLE C	Step 1: Notice by owner-lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the owner-lessor
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the owner-lessor's notice. If the lessee fails to reply, he or she is deemed to have refused to vacate the dwelling.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
Lease of 6 months or less	1 month before termination of the lease		
Lease with an indeterminate term	6 months before intended date of repossession		

STEPS FOR EVICTING THE LESSEE FOR THE PURPOSE OF DIVIDING, ENLARGING OR CHANGING THE DESTINATION OF THE DWELLING AND PERIODS FOR GIVING NOTICE (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1: Notice by lessor	Step 2: Application to the Régie du logement by the lessee
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the lessor's notice. If the lessee does not object, he or she is deemed to have agreed to vacate the dwelling. If the lessee objects, the lessor shall show the tribunal that he or she truly intends to divide, enlarge or change the destination of the dwelling and that he or she is permitted to do so by law.
Lease of 6 months or less	1 month before termination of the lease	
Lease with an indeterminate term	6 months before intended date of eviction	

END OF MANDATORY PARTICULARS

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MODEL OF NOTICE

NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (arts. 1942 and 1943 C.C.Q.)

Notice to _____
 Name of lessee _____ Address _____

UPON RENEWAL OF YOUR LEASE, I INTEND TO MODIFY THE FOLLOWING CONDITION(S):

1 – Amount of rent (check off ONE of the boxes below)

- Your current rent of \$ _____ will be increased to \$ _____. (Indicate new rent)
 Or
 Your current rent of \$ _____ will be increased by \$ _____. (Indicate amount of increase)
 Or
 Your current rent of \$ _____ will be increased by _____ %. (Indicate percentage of increase)
 Or
 Your rent under the lease ending on _____, that has given rise to an application for the fixing or review of the rent,
 Day Month Year
 will be increased by _____ % of the rent to be determined by the tribunal.

2 – Term of lease

Your lease will be renewed from _____ to _____
 Day Month Year Day Month Year

3 – Other modification(s)

To the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.

Name of lessor or mandatory _____ Address _____
 Telephone No. _____ Signature of lessor or mandatory _____
 Day Month Year

ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND

I acknowledge receipt of this notice, on:

 Day Month Year Signature of lessee _____

The lessor should always keep a copy and proof of delivery of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).

To reply to this notice, the lessee may use the model of reply proposed by the Régie du logement, which is available on its website (www.rdl.gouv.qc.ca), at all of the Régie's offices or by mail.

MODEL OF REPLY

LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)

Notice to _____
 Name of lessor or mandatory _____ Address of lessor or mandatory _____

Address of leased dwelling _____

IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT:
 (choose one of the three responses below)

- I accept the renewal of the lease and its modifications.
 I refuse the proposed modifications and I am renewing my lease.
 I am not renewing my lease and will vacate the dwelling upon termination of the lease.

If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).

 Day Month Year Signature of lessee _____

ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND

I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:

 Day Month Year Signature of lessor or mandatory _____

The lessee should always keep a copy and proof of delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).

SCHEDULE 6

(s. 2)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT

SCHEDULE 6 TO THE LEASE: SERVICES OFFERED TO THE LESSEE BY THE LESSOR

Régie
du logement
Québec

SCHEDULE 6
TO THE LEASE

Services Offered to the Lessee
by the Lessor

www.rdl.gouv.qc.ca
Montréal area: 514 873-BAIL*
Elsewhere in Québec: 1 800 683-BAIL*

*An automated information service is available around the clock.

RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES

IN REFERENCE TO LEASE NO.

This schedule must be used when a lessor offers services in addition to those indicated in the lease, including services of a personal nature pursuant to articles 1892.1 and 1895.1 of the *Civil Code of Québec (C.C.Q.)*.

The provisions pertaining to the rights and obligations of lessees and lessors in articles 1851 to 2000 of the C.C.Q., as well as certain provisions pertaining to persons living in a private seniors' residence, pursuant to the *Act respecting health services and social services (AHSSS)* and the *Regulation respecting the conditions for obtaining a certificate of compliance and the operating standards for a private seniors' residence*, apply not only to a leased dwelling or room, but also to services (e.g. meals, nursing care, laundry service), accessories and dependencies.

The lessor may not, by means of a clause in the lease, limit the lessee's right to purchase property or to obtain services from such persons as he or she chooses and on such terms and conditions as he or she sees fit.

COST OF SERVICES OF A PERSONAL NATURE PROVIDED TO THE LESSEE

If the lease provides for services of a personal nature to be provided to the lessee, the lessor must complete this schedule and specify the part of the rent that relates to the cost of each of those services. The same applies to a senior admitted to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided.

NOTICE OF RESILIATION OF THE LEASE (arts. 1938, 1939, 1974 and 1974.1 C.C.Q.)

A lessor who receives a written notice of resiliation during the term of the lease may claim only the rent that relates to the cost of the services that are provided for in the lease, in this schedule or in a separate contract, and that were provided to the lessee before he or she vacated the dwelling, if the lessee vacated it for one of the following reasons:

1. he or she is allocated a dwelling in low-rental housing; or
2. he or she is relocated in an equivalent dwelling corresponding to his or her needs, following a decision of the tribunal; or
3. he or she can no longer occupy his or her dwelling because of a handicap; or
4. if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party; or
5. if he or she has died, in which case the notice of resiliation may be given by one of the persons provided for by law (see the particular respecting death in the mandatory lease forms); or
6. if the person is a senior permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the person already resides in such a place at the time of admission.

PRIVATE SENIORS' RESIDENCE

The operator of a private seniors' residence must obtain a certificate of compliance pursuant to the AHSSS, which defines the term "private seniors' residence". Only an operator who has obtained a certificate or a temporary certificate may call his or her lodging facility by that name.

To keep the certificate, the operator must meet a series of health and social criteria and operating standards. These criteria and standards are defined in the *Regulation respecting the conditions for obtaining a certificate of compliance and the operating standards for a private seniors' residence*.

They concern, in particular, residents' rights, the exchange of information between the operator and the lessees on their health and safety, diet, medication and third party liability insurance. In some cases and on the conditions provided for in the AHSSS, the lease may be resiliated or the lessee relocated (arts. 346.0.18 and 346.0.20.2 to 346.0.20.4 of the AHSSS).

■ Services for independent elderly persons

The lessor of a private seniors' residence offering services for independent elderly persons provides services in at least two of the following categories: meal services, domestic help services, security services and recreation services (see Parts 1 and 2 below). In addition, the operator of such a residence must give to a prospective resident or the prospective resident's representative, if applicable, a document stating in particular that no nursing services and no personal assistance services are provided.

■ Services for semi-independent elderly persons

The lessor of a private seniors' residence offering services for semi-independent elderly persons provides services in at least two of the following categories: meal services, domestic help services, security services, recreation services, personal assistance services and nursing care (see Parts 1 and 2 below). In addition, at least one of the services provided to the lessee must be in the category of personal assistance services or the category of nursing care. Nursing care is a professional activity exercised by a nurse or a nursing assistant, in accordance with the law or an enabling regulation, or by any other person authorized to exercise that activity under a statute or a regulation.

The same residence may offer services for both independent and semi-independent elderly persons.

COMPLIANCE WITH THE LEASE

Before entering into a lease, the lessor must identify with the prospective resident or the prospective resident's representative, if applicable, all of the services that the prospective resident wishes to obtain. During the term of the lease, the lessor must offer and maintain the services listed in the lease, this schedule or a separate contract, without increasing the cost or diminishing the quality of the services. The cost of the services may be included in the rent or may be payable in accordance with another method provided for in the lease, this schedule or a separate contract.

CHARTER OF HUMAN RIGHTS AND FREEDOMS

The rights and obligations arising from the lease shall be exercised in compliance with the Charter, which prescribes, among other things, that every elderly person and every handicapped person has a right to protection against any form of exploitation.

In the case of differences between this document and the laws that apply to dwellings, the laws take priority.


PART 1 DETAILED DESCRIPTION OF DWELLING, ACCESSORIES, DEPENDENCIES AND SERVICES OTHER THAN THOSE OF A PERSONAL NATURE	
The lessor must provide the dwelling and maintain all the services, accessories and dependencies for which the lessee undertakes to pay rent.	
Check off if included in the lease.	
TYPE OF RESIDENCE	RELIGIOUS ACTIVITIES <input type="checkbox"/>
PRIVATE SENIORS' RESIDENCE OFFERING SERVICES FOR:	- specify: _____
<input type="checkbox"/> independent persons	RECREATION SERVICES
<input type="checkbox"/> semi-independent persons	ACCESS TO RECREATIONAL ACTIVITIES <input type="checkbox"/>
OTHER LODGING FACILITY <input type="checkbox"/>	- specify: _____
- specify: _____	SOCIAL DIRECTOR <input type="checkbox"/>
DESCRIPTION OF PREMISES	INDOOR COMMON AREAS
<input type="checkbox"/> dwelling with _____ rooms	<input type="checkbox"/> library
<input type="checkbox"/> room	<input type="checkbox"/> shared kitchen
- private <input type="checkbox"/>	<input type="checkbox"/> private area for receiving visitors
- shared <input type="checkbox"/>	<input type="checkbox"/> pool
BATHROOM	<input type="checkbox"/> fitness room
<input type="checkbox"/> private	<input type="checkbox"/> billiard room
<input type="checkbox"/> shared	<input type="checkbox"/> home theatre room
GRAB BARS/HANDRAILS	<input type="checkbox"/> multifunctional recreation room
<input type="checkbox"/> bathroom	<input type="checkbox"/> bowling alley
<input type="checkbox"/> corridors (common areas)	<input type="checkbox"/> reception room
HEATING	- may be rented for \$ _____
<input type="checkbox"/> central system	<input type="checkbox"/> Internet room
<input type="checkbox"/> individual control	<input type="checkbox"/> other: _____
AIR CONDITIONING	OUTDOOR COMMON AREAS
<input type="checkbox"/> central system	<input type="checkbox"/> recreation area
<input type="checkbox"/> individual control	<input type="checkbox"/> rest area
<input type="checkbox"/> authorized personal air-conditioning system	<input type="checkbox"/> garden
- type: _____	<input type="checkbox"/> pool
TELECOMMUNICATION SERVICES	<input type="checkbox"/> other: _____
<input type="checkbox"/> telephone	OTHER SERVICES OFFERED
<input type="checkbox"/> cable television	DINING ROOM OPEN TO VISITORS <input type="checkbox"/>
<input type="checkbox"/> wireless Internet	MEDICAL SERVICES <input type="checkbox"/>
<input type="checkbox"/> wired Internet	- specify: _____
<input type="checkbox"/> other: _____	NURSING CARE (SERVICES OFFERED BY THE LESSOR)
CALL-FOR-HELP SYSTEM	<input type="checkbox"/> nurse
<input type="checkbox"/> fixed	- specify: _____
- bed <input type="checkbox"/>	- schedule: _____
- bathroom <input type="checkbox"/>	<input type="checkbox"/> nursing assistant
- washroom <input type="checkbox"/>	- specify: _____
- other: _____ <input type="checkbox"/>	- schedule: _____
<input type="checkbox"/> mobile	CARE ATTENDANT (SERVICES OFFERED BY THE LESSOR) <input type="checkbox"/>
MANUAL OR POWERED WHEELCHAIR	- specify: _____
<input type="checkbox"/> accessible dwelling	- schedule: _____
FURNITURE AND APPLIANCES (THE LESSEE HAS THE RIGHT TO BRING)	SECURITY <input type="checkbox"/>
<input type="checkbox"/> household appliances	<input type="checkbox"/> schedule: _____
- specify: _____	<input type="checkbox"/> staff member
<input type="checkbox"/> television	- nurse <input type="checkbox"/>
<input type="checkbox"/> furniture	- nursing assistant <input type="checkbox"/>
- specify: _____	- care attendant <input type="checkbox"/>
BALCONY	- guard <input type="checkbox"/>
<input type="checkbox"/> private	- receptionist <input type="checkbox"/>
<input type="checkbox"/> shared	- other: _____ <input type="checkbox"/>
LOCKED STORAGE SPACE <input type="checkbox"/>	TRANSPORTATION
- location: _____	<input type="checkbox"/> shuttle service
LAUNDRY ROOM	<input type="checkbox"/> other: _____
<input type="checkbox"/> shared laundry room	- service payable on a per-use basis Yes <input type="checkbox"/> No <input type="checkbox"/>
- service payable on a per-use basis Yes <input type="checkbox"/> No <input type="checkbox"/>	OTHER _____
ELEVATOR <input type="checkbox"/>	_____

PART 2 SERVICES OF A PERSONAL NATURE	
<p>The lessor must specify the part of the rent that relates to the cost of each of the services of a personal nature to be provided to the lessee. These services fall into the following categories: meal services, domestic help services, security services, recreation services, personal assistance services and nursing care.</p> <p>Services of a personal nature in addition to those included in this schedule may be used on a temporary or permanent basis depending on the lessee's needs and whether the lessee requests them, at the cost provided for in the list of all the services offered that is given to the lessee or his or her representative, if applicable, by the operator of a private seniors' residence before entering into the lease. The lessor undertakes to provide these services at the cost indicated in the list and throughout the term of the lease.</p> <p>Check off the appropriate box for each of the services selected. Specify the cost of each service.</p>	
<p>FOOD SERVICES</p> <p>MEALS</p> <p>■ number of meals per day: _____</p> <p>- breakfast <input type="checkbox"/> \$ _____</p> <p>- lunch <input type="checkbox"/> \$ _____</p> <p>- supper <input type="checkbox"/> \$ _____</p> <p>■ type of meals:</p> <p>- daily specials <input type="checkbox"/> \$ _____</p> <p>- à la carte meals <input type="checkbox"/> \$ _____</p> <p>- special diet meals <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>MEAL HOURS</p> <p>■ breakfast from _____ to _____</p> <p>■ lunch from _____ to _____</p> <p>■ supper from _____ to _____</p> <p>SNACKS</p> <p>■ number of snacks per day: _____ <input type="checkbox"/> \$ _____</p> <p>- schedule: _____</p> <p>MEALS AND SNACKS ARE SERVED:</p> <p>■ in the dining-room <input type="checkbox"/></p> <p>■ in the cafeteria <input type="checkbox"/></p> <p>■ in the dwelling or room <input type="checkbox"/> \$ _____</p> <p>TOTAL MONTHLY COST: \$ _____</p> <p>PERSONAL ASSISTANCE SERVICES</p> <p>EATING ASSISTANCE <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>ASSISTANCE WITH DAILY PERSONAL HYGIENE</p> <p>■ daily hygiene <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>■ bathing <input type="checkbox"/> \$ _____</p> <p>_____ times a week</p> <p>■ dressing <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>■ other: _____ <input type="checkbox"/> \$ _____</p> <p>MEDICATION</p> <p>■ distribution of medication <input type="checkbox"/> \$ _____</p> <p>■ administration of medication <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>INVASIVE CARE SERVICES INVOLVED IN ASSISTANCE WITH ACTIVITIES OF DAILY LIVING <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>TOTAL MONTHLY COST: \$ _____</p>	<p>NURSING CARE</p> <p>NURSE <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>- number of hours: _____</p> <p>NURSING ASSISTANT <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>- number of hours: _____</p> <p>CARE ATTENDANT <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>- number of hours: _____</p> <p>TOTAL MONTHLY COST: \$ _____</p> <p>DOMESTIC HELP SERVICES</p> <p>LAUNDRY</p> <p>■ household linen _____ times a week or _____ times a month <input type="checkbox"/> \$ _____</p> <p>■ clothing _____ times a week or _____ times a month <input type="checkbox"/> \$ _____</p> <p>HOUSEKEEPING</p> <p>■ cleaning of dwelling or room _____ times a week or _____ times a month <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>TOTAL MONTHLY COST: \$ _____</p> <p>OTHER SERVICES OFFERED</p> <p>HELP WITH GETTING AROUND <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>ESCORT SERVICE</p> <p>■ medical appointments <input type="checkbox"/> \$ _____</p> <p>■ errands <input type="checkbox"/> \$ _____</p> <p>OTHER: _____ <input type="checkbox"/> \$ _____</p> <p>SECURITY DEVICE (for persons at risk of wandering) / <input type="checkbox"/> \$ _____</p> <p>- specify: _____</p> <p>ASSISTANCE FOR COMPLETING FORMS RELATED TO THE TAX CREDIT FOR HOME-SUPPORT SERVICES FOR SENIORS <input type="checkbox"/> \$ _____</p> <p>TOTAL MONTHLY COST: \$ _____</p> <p>TOTAL MONTHLY COST OF SERVICES INCLUDED \$ _____</p> <p>+ BASIC RENT (see mandatory lease form) \$ _____</p> <p>TOTAL RENT \$ _____</p>
SIGNATURES	
<p>Signature of lessor (or his or her mandatory) _____</p> <p style="text-align: right;">Day Month Year</p>	<p>Signature of lessee (or his or her mandatory) _____</p> <p style="text-align: right;">Day Month Year</p>
<p>Signature of lessor (or his or her mandatory) _____</p> <p style="text-align: right;">Day Month Year</p>	<p>Signature of lessee (or his or her mandatory) _____</p> <p style="text-align: right;">Day Month Year</p>
<p>Other signatory (e.g. witness or other) _____</p> <p style="text-align: right;">Day Month Year</p>	<p>Person to contact in case of emergency (name, address and telephone No.) _____</p>

SCHEDULE 7

(s. 3)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT IN THE CASE
OF AN ORAL LEASE

		<h1 style="margin: 0;">MANDATORY WRITING</h1> <p style="margin: 0;">in the Case of an Oral Lease</p>	
<p>www.rdl.gouv.qc.ca Montréal area: 514 873-BAIL* Elsewhere in Québec: 1 800 683-BAIL*</p> <p><small>*An automated information service is available around the clock.</small></p>			
RÉGIE DU LOGEMENT MANDATORY FORM TWO COPIES			
<small>When the lease is oral, the lessor must give this form to the lessee within 10 days after entering into the lease (art. 1895 C.C.Q.).</small>			
A BETWEEN THE LESSEE (WRITE LEGIBLY)		AND THE LESSOR (WRITE LEGIBLY)	
<p>Name</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p>		<p>Name</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p>	
<p>Name</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p>		<p>Name</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p>	
<p>ADDRESS OF LEASED DWELLING</p> <p>No. Street Apt. Municipality Postal code</p>			
<small>The names indicated in the lease must be those that the lessee and the lessor are legally authorized to use. The term "lessor" in the Civil Code of Québec generally refers to the owner of the immovable.</small>			
<p>B RENT (arts. 1855, 1903 and 1904 C.C.Q.)</p> <p>The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week for a total amount of \$ _____, for the full term of the lease (if it is a fixed term lease).</p> <p style="text-align: center;"><small>If the lease includes services of a personal nature, complete Schedule 6 of the lease: Services Offered to the Lessee by the Lessor.</small></p>			
<p>C RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)</p> <p>The lessee and the lessor may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:</p> <p><input type="checkbox"/> The dwelling is located in an immovable erected five years ago or less. The immovable became ready for habitation on ____/____/____. <small>Day Month Year</small></p> <p>OR</p> <p><input type="checkbox"/> The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less. The immovable became ready for habitation on ____/____/____. <small>Day Month Year</small></p> <p>However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>			
<p>D NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896 and 1950 C.C.Q.)</p> <p>Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, except when one of the two boxes in Section C is checked off.</p> <p>I hereby notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was \$ _____.</p> <p><input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____.</p> <p>The property leased, the services offered by the lessor and the conditions of your lease are the same. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating): _____</p> <p>Signature of lessor _____ Day Month Year</p>			
		<p><small>If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the lessee who refuses a modification in his or her lease requested by the lessor, such as an increase in the rent, must vacate the dwelling upon termination of the lease (particulars Nos. 48 and 50).</small></p> <p><small>If neither of the two boxes opposite is checked off and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue to live in the dwelling, the lease is then renewed. The lessor may apply to the Régie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 50 and 51).</small></p>	
		<p><small>If the new lessee or the sublessee pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease or sublease is entered into, apply to the Régie du logement to have the rent fixed.</small></p> <p><small>If the lessor did not give such notice at the time the lease or sublease was entered into, the new lessee or the sublessee may, within two months after the beginning of the lease, apply to the Régie du logement to have his or her rent fixed.</small></p> <p><small>The new lessee or the sublessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.</small></p>	

Régie du logement

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PARTICULARS

In the case of differences between this document and the laws that apply to dwellings, the laws take priority.

GENERAL INFORMATION

These particulars describe most of the rights and obligations of lessees and lessors. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.).

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the *Civil Code of Québec*. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

Except if the size of the dwelling justifies it, a lessor may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he or she so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the Act respecting the Régie du logement (art. 1899 C.C.Q.).

No person may harass a lessee in such a manner as to limit the lessee's right to peaceful enjoyment of the premises or to induce him or her to leave the dwelling. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages.

Charter of human rights and freedoms

These rights and obligations shall be exercised in compliance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her property, except to the extent provided by law, and that a person's home is inviolable.

The Charter also prohibits any discrimination and harassment based on race, colour, sex, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

Any person who is a victim of discrimination or harassment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits de la jeunesse.

Act respecting the Protection of personal information in the private sector

The lessor shall comply with the prescriptions of this Act.

Other leases and Schedule 6

Special rules apply to the lease of:

- a room to a student by an educational institution (arts. 1979 to 1983 C.C.Q.);
- a dwelling in a cooperative (art. 1955 C.C.Q.);
- a dwelling in low-rental housing (arts. 1984 to 1995 C.C.Q.);
- land for the installation of a mobile home (arts. 1996 to 2000 C.C.Q.).

If the lease includes services in addition to those indicated on this form, including services of a personal nature, Schedule 6 of the lease, Services Offered to the Lessee by the Lessor, shall be completed.

DWELLING

1. The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the dwelling, whether or not they are included in the lease of the dwelling or in another lease. Some exceptions apply (arts. 1892 and 1892.1 C.C.Q.).

ENTERING INTO THE LEASE

2. A lease is a contract to lease a dwelling. A lease is entered into when the lessor undertakes to lease a dwelling to a lessee, who in turn undertakes to pay the rent agreed upon for a fixed term or an indeterminate term. The contract may be written or oral (art. 1851 C.C.Q.).

By-laws of the immovable

3. The rules to be observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

If such by-laws exist, the lessor must give a copy of them to the lessee before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).

If the dwelling is located in an immovable under divided co-ownership, the by-laws will apply as soon as a copy of them has been given to the lessee by the co-owner or by the syndicate (art. 1057 C.C.Q.).

The by-laws may not contradict the lease or violate the law.

Language of the writing and of the by-laws of the immovable

4. The writing and the by-laws of the immovable shall be drawn up in French. However, the lessor and the lessee may expressly agree to use another language (art. 1897 C.C.Q.).

Conditions of the lease

5. The lessor and the lessee may agree on various conditions of the lease, but they may not disregard the provisions of public order.

The legal rules contained in particulars Nos. 23, 24 and 61 to 63 are suppletive, i.e. they apply if the parties do not decide otherwise.

6. Pursuant to article 1893 of the *Civil Code of Québec*, conditions that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, and 1992 to 2000 of the Code are without effect.

For instance, no one may, at the time of entering into the lease:

- waive his or her right to maintain occupancy (art. 1936 C.C.Q.);
- waive his or her right to sublease the dwelling or to assign the lease (art. 1870 C.C.Q.).

A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).

The following conditions are also without effect:

- a condition limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.);
- a condition that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.Q.);
- a condition that modifies the rights of the lessee by reason of an increase in the number of occupants, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a condition providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a condition in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);

- a condition whereby the lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);
- a condition providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a condition limiting the right of the lessee to purchase property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

7. The lessee may apply to the Régie du logement to have a condition in the lease recognized as abusive, in which case the condition may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

8. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a **personal right to maintain occupancy in his or her dwelling** (art. 1936 C.C.Q.).

The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the repossession of the dwelling, eviction and the resiliation of the lease by the lessor. In addition, the lessor may give notice that the lease is not being renewed where the lessee has subleased the dwelling for more than 12 months and where the lessee lived alone and has died (art. 1944 C.C.Q.).

9. The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.). However, those persons are not considered to be new lessees (art. 1951 C.C.Q.).

New lessor

10. The new lessor of an immovable is bound to respect the lease of the lessee. The lease is continued and may be renewed in the same manner as any other lease (art. 1937 C.C.Q.).

11. Where the lessee has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the lessee may, with the authorization of the Régie du logement, deposit the rent with it (art. 1908 C.C.Q.).

Death

12. A lease is not terminated by the death of the lessor or the lessee (art. 1884 C.C.Q.).

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she continues to occupy the dwelling and gives notice to that effect in writing to the lessor within two months after the death. Otherwise, the liquidator of the succession or, if there is no liquidator, an heir may, in the month that follows the expiry of the two-month period, terminate the lease by giving notice of one month to that effect to the lessor.

If no one was living with the lessee at the time of his or her death, the liquidator of the succession or, if there is no liquidator, an heir may resiliate the lease by giving the lessor two months' notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or the heir and the lessor so agree or when the dwelling is re-leased by the lessor during that same period.

In all cases, if the lessee received services of a personal nature, whether or not he or she lived alone, the liquidator, the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts. 1938 and 1939 C.C.Q.).



DELIVERY OF DWELLING AT THE BEGINNING OF THE LEASE

13. On the date fixed for the delivery of the dwelling, the lessor shall deliver it in a good state of repair in all respects. However, the lessee and the lessor may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the lessor may not release himself or herself from the obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

14. A lessor may not offer a dwelling that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The lessee may refuse to take possession of such a dwelling. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

PAYMENT OF RENT

15. At the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent.

The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys) (art. 1904 C.C.Q.).

16. The lessor may not require payment of the rent by means of a postdated cheque or any other postdated instrument, unless otherwise agreed (art. 1904 2nd par. C.C.Q.).

17. The lessee shall pay the rent on the first day of each payment period (e.g. month, week), unless otherwise agreed. The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564, 1568, 1855 and 1903 C.C.Q.).

18. The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less (arts. 1903 and 1904 C.C.Q.).

A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months (art. 1906 C.C.Q.).

19. The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).

20. Non-payment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee.

Frequent late payment of the rent may also warrant the resiliation of the lease if the lessor suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil union

21. A married or civil union spouse who rents a dwelling for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the lessor of his or her unwillingness to be bound for the debt (arts. 397 and 521.6 C.C.Q.).

Liability of co-lessees and surety

22. If more than one lessee is bound by the oral lease, the lessees are jointly liable for the obligations arising out of the lease, i.e. each of them is liable for his or her own share only (art. 1518 C.C.Q.).

However, the co-lessees and the lessor may agree that the liability will be solidary. In such case, each lessee may be held liable for all the obligations of the lease (art. 1523 C.C.Q.).

Solidarity between co-lessees is not presumed. It exists only where it is expressly stipulated in the lease (art. 1525 C.C.Q.).

Surety securing the performance of the obligations of the lessee does not extend to the renewal of the lease, unless otherwise provided between the parties (art. 1891 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352 C.C.Q.).

ENJOYMENT OF PREMISES

23. The lessor shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

24. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

25. The lessee may not, without the consent of the lessor, use or keep in the dwelling a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the lessor (art. 1919 C.C.Q.).

26. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

27. The lessee and the persons he or she allows to use or to have access to the dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

28. During the term of the lease, the lessor and the lessee may not change the form or destination of the dwelling (art. 1856 C.C.Q.).

MAINTENANCE OF DWELLING AND REPAIRS

Obligation of maintenance

29. The lessor is bound to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

30. The lessee shall keep the dwelling in clean condition. Where the lessor carries out work in the dwelling, he or she shall restore it to clean condition (art. 1911 C.C.Q.).

31. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the lessor within a reasonable time (art. 1866 C.C.Q.).

32. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).

33. The lessee may abandon the dwelling if it becomes unfit for habitation. In such case, he or she shall inform the lessor of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

Urgent and necessary repairs

34. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the dwelling temporarily.

In the case of urgent repairs, the lessor may require the lessee to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

35. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, the lessee may do so only if he or she has informed or attempted to inform the lessor of the situation and if the latter has not acted in due course.

The lessor may intervene at any time to pursue the work.

The lessee shall render an account to the lessor of the repairs undertaken and the expenses incurred and shall deliver the invoices to the lessor. The lessee may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

Major non-urgent work

(arts. 1922 to 1929 C.C.Q.)

36. The lessor shall give notice to the lessee before undertaking in the dwelling major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the dwelling temporarily, the lessor shall offer him or her an indemnity equal to the reasonable expenses the lessee will have to incur during the work. Such indemnity is payable to the lessee on the date he or she vacates the dwelling.

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than one week. In such case, at least three months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him or her to vacate the dwelling temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Régie du logement may be required to rule on the reasonableness of the work, the conditions relating to its performance, the necessity of the vacancy and the indemnity, if any.

ACCESS TO AND VISIT OF DWELLING

37. To exercise rights of access to the dwelling, the lessor and the lessee are bound to act in good faith:

- the lessee shall facilitate access to the dwelling and shall not refuse access without justification;
- the lessor shall not abuse his or her rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

38. The lessor may have access to the dwelling during the lease:

- to ascertain the condition of the dwelling between 9 a.m. and 9 p.m.;
- to show the dwelling to a prospective acquirer between 9 a.m. and 9 p.m.;
- to carry out work between 7 a.m. and 7 p.m.

In all three cases, the lessor shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

39. A lessee who gives notice to the lessor of his or her intention to vacate the dwelling shall, from that time, allow the lessor to show the dwelling to prospective lessees between 9 a.m. and 9 p.m., and allow the lessor to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The lessor is not required to notify the lessee 24 hours in advance of a visit by a prospective lessee.

40. The lessee may require the presence of the lessor or his or her representative during a visit to or a verification of the dwelling (art. 1932 C.C.Q.).

41. Except in case of emergency, the lessee may deny access to the dwelling if the conditions fixed by law are not satisfied.

Where the lessee denies access to the dwelling for a reason other than those provided for by law, the lessor may file an application with the Régie du logement to obtain an order for access.

Abuse of the right of access by the lessor or unjustified denial of access by the lessee may also, depending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

42. No lock or other device restricting access to a dwelling may be installed or replaced without the consent of the lessor and the lessee (art. 1934 C.C.Q.).

43. The lessor may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the immovable or dwelling for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

NOTICES

44. Every notice relating to the lease, given by the lessor (e.g. notice of modification of the lease to increase the rent) or by the lessee (e.g. notice of non-renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception: Only a notice by the lessor for the purpose of having access to the dwelling may be given orally.

45. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

46. A lease with a fixed term is "renewed of right" when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

However, a lease with a term of more than 12 months is renewed for one year only (art. 1941 C.C.Q.).

The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.). However, the lessor may modify the lease at the time of renewal, provided that he or she gives notice to the lessee.

The lessee may avoid such renewal, provided that he or she gives notice to the lessor.

Non-renewal of lease by the lessee

47. A lessee who wishes to vacate the dwelling upon termination of a lease with a fixed term, or to terminate a lease with an indeterminate term, shall give notice to the lessor or reply to the lessor's notice within the time periods indicated in Table A (arts. 1942, 1945 and 1946 C.C.Q.).

Modification of lease

48. The lessor may modify the conditions of the lease at the time of its renewal. For instance, the lessor may modify its term or increase the rent. To that end, he or she shall give notice of the modification to the lessee within the time periods indicated in Table B (art. 1942 C.C.Q.).

49. The lessor shall, in the notice of modification, indicate to the lessee:

- the modification(s) requested;
- the new term of the lease, if he or she wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if he or she wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Régie du logement;

- the time granted to the lessee to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

Reply to a notice of modification (art. 1945 C.C.Q.)

50. A lessee who receives a notice of modification of the lease from the lessor has one month after receiving it to reply and notify the lessor that he or she:

- accepts the requested modification(s); or
- refuses the requested modification(s) and will continue to occupy the dwelling (see "Exception below"); or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he or she accepts the modification(s) requested by the lessor.

If the lessee refuses the modification(s), he or she is entitled to remain in the dwelling because the lease is renewed. In case of refusal, see particular No. 51.

Exception: Where one of the two boxes in Section C is checked off, the lessee who refuses the requested modification(s) shall vacate the dwelling upon termination of the lease (art. 1955 C.C.Q.).

A model of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and a model of the lessee's reply to such notice are found at the end of these particulars and on the Régie du logement's website (www.rdl.gouv.qc.ca).

Fixing of conditions of the lease by the Régie du logement

51. The lessor has one month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (see Table B). If the lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

Agreement on modifications

52. Where the lessor and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the lessor shall give the lessee a writing evidencing the modifications to the previous lease before the beginning of the renewal (art. 1895 C.C.Q.).

Contestation of an adjustment of rent

53. Where a lease with a term of more than 12 months provides for an adjustment of the rent, the lessee or the lessor may contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within one month following the date on which the adjustment is to take effect (art. 1949 C.C.Q.).

REPOSESSION OF DWELLING AND EVICTION (arts. 1957 to 1970 C.C.Q.)

54. Where the lessor of the dwelling is the owner, he or she may repossess the dwelling in order to live in it or to allow one of the beneficiaries provided for by law to live in it.

If the immovable belongs to more than one person, the dwelling may generally be repossessed only if there is only one other co-owner and the two co-owners are spouses.

A legal person may not avail itself of the right to repossess a dwelling.

Beneficiaries may be:

- the lessor, his or her father, mother, children or any other relative or person connected by marriage or a civil union of whom the lessor is the main support;
- the spouse of whom the lessor remains the main support after a separation from bed and board or divorce or the dissolution of a civil union.

To repossess the dwelling, the lessor shall give notice within the prescribed time periods. The steps for the repossession of the dwelling and

the time periods for giving notice are presented in Table C.

The notice shall contain the following:

- the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the lessor, if any;
- the date fixed for the repossession.

The lessor may evict the lessee to divide the dwelling, enlarge it substantially or change its destination. The notice shall indicate the date of and the reason for the eviction and respect the time periods presented in Table D (arts. 1959 to 1961 C.C.Q.).

A lessee who objects to the repossession of the dwelling or to eviction from it shall do so in accordance with the rules provided for in the *Civil Code of Québec* (see Tables C and D).

ASSIGNMENT AND SUBLEASING

55. Where a lessee assigns his or her lease, the lessee abandons all of his or her rights and transfers all of his or her obligations in respect of the dwelling to a person called the "assignee"; as a result, the lessee is released from his or her obligations towards the lessor (art. 1873 C.C.Q.).

A lessee who subleases all or part of his or her dwelling binds himself or herself towards the sublessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.Q.).

56. The lessee is entitled to assign the lease or to sublease the dwelling with the consent of the lessor. However, the latter may not refuse to give his or her consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

57. The lessee shall give the lessor notice of his or her intention to assign the lease or to sublease the dwelling. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the dwelling (art. 1870 C.C.Q.).

If the lessor refuses, he or she shall inform the lessee of his or her reasons for refusing within 15 days after receiving the notice. Otherwise, the lessor is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

58. A lessor who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

59. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the dwelling before receiving notice of 10 days to that effect from the sublessor or, failing him or her, from the lessor (art. 1940 C.C.Q.).

RESILIATION OF LEASE BY THE LESSEE

60. Pursuant to article 1974 of the *Civil Code of Québec*, a lessee may resiliate his or her lease if:

- he or she is allocated a dwelling in low-rental housing; or
- he or she can no longer occupy the dwelling because of a handicap; or
- in the case of a senior, he or she is permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

Notice (art. 1974 C.C.Q.)

The resiliation takes effect two months after a notice is sent to the lessor or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree or when the dwelling, having been vacated by the lessee, is re-leased during that same period.

The notice shall be sent with an attestation from the authority concerned.

In the case of a senior, the notice of resiliation shall also be sent with a certificate from an authorized person stating that the conditions requiring admission to the facility have been met.

Pursuant to article 1974.1 of the *Civil Code of Québec*, a lessee may also resiliate his or her lease if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

Notice (art. 1974.1 C.C.Q.)

The resiliation takes effect two months after a notice is sent to the lessor or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree

or when the dwelling, having been vacated by the lessee, is re-leased during that same period.

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exists a situation involving violence or sexual aggression, and other factual elements or documents supporting the lessee's statement provided by persons in contact with the victims, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act promptly.

Services (arts. 1974 and 1974.1 C.C.Q.)

If the rent includes services of a personal nature provided to the lessee or, where applicable, to his or her child, the lessee is only required to pay that part of the rent that relates to the services provided before he or she vacated the dwelling, whether or not such services were provided under a contract separate from the lease.

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

61. The lessee shall vacate the dwelling upon termination of the lease; no grace period is provided for by law.

When vacating the dwelling, the lessee shall remove any furniture or object other than those belonging to the lessor (art. 1890 C.C.Q.).

62. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he or she received it, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the dwelling may be established by the description made or the photographs taken by the parties; otherwise, the lessee is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

63. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he or she has made. If they cannot be removed without deteriorating the dwelling, the lessor may retain them by paying the value thereof or compel the lessee to remove them and to restore the property to the condition in which he or she received it.

Where the dwelling cannot be restored to the condition in which the lessee received it, the lessor may retain them without compensation to the lessee (art. 1891 C.C.Q.).

NON-RENEWAL OF LEASE BY THE LESSEE: PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1946 C.C.Q.)

TABLE A	Lessee who has not received a notice of modification of the lease	Lessee of a room who has not received a notice of modification of the lease	Lessee (including the lessee of a room) who has received a notice of modification of the lease
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Between 10 and 20 days before termination of the lease	Within 1 month after receiving the lessor's notice
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease		

STEPS FOR MODIFYING THE LEASE AND PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1947 C.C.Q.)

TABLE B	Step 1: Notice by lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the lessor
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Within 1 month after receiving the notice of modification. If the lessee fails to reply, he or she is deemed to have accepted the modification.	Within 1 month after receiving the lessee's refusal. Otherwise, the lease is renewed of right on the same conditions.
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months before proposed modification		
Lease for a room	Between 10 and 20 days before the termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term		
		See particular No. 50: Exception	

STEPS FOR REPOSSESSING THE DWELLING AND PERIODS FOR GIVING NOTICE (arts. 1960, 1962 and 1963 C.C.Q.)

TABLE C	Step 1: Notice by owner-lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the owner-lessor
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the owner-lessor's notice. If the lessee fails to reply, he or she is deemed to have refused to vacate the dwelling.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
Lease of 6 months or less	1 month before termination of the lease		
Lease with an indeterminate term	6 months before intended date of repossession		

STEPS FOR EVICTING THE LESSEE FOR THE PURPOSE OF DIVIDING, ENLARGING OR CHANGING THE DESTINATION OF THE DWELLING AND PERIODS FOR GIVING NOTICE (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1: Notice by lessor	Step 2: Application to the Régie du logement by the lessee
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the lessor's notice. If the lessee does not object, he or she is deemed to have agreed to vacate the dwelling. If the lessee objects, the lessor shall show the tribunal that he or she truly intends to divide, enlarge or change the destination of the dwelling and that he or she is permitted to do so by law.
Lease of 6 months or less	1 month before termination of the lease	
Lease with an indeterminate term	6 months before intended date of eviction	

END OF MANDATORY PARTICULARS

MODEL OF NOTICE

NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (arts. 1942 and 1943 C.C.Q.)

Notice to _____
Name of lessee Address

UPON RENEWAL OF YOUR LEASE, I INTEND TO MODIFY THE FOLLOWING CONDITION(S):

1 – Amount of rent (check off ONE of the boxes below)

- Your current rent of \$ _____ will be increased to \$ _____. (Indicate new rent)
 Or
 Your current rent of \$ _____ will be increased by \$ _____. (Indicate amount of increase)
 Or
 Your current rent of \$ _____ will be increased by _____ %. (Indicate percentage of increase)
 Or
 Your rent under the lease ending on _____, that has given rise to an application for the fixing or review of the rent,
Day Month Year
 will be increased by _____ % of the rent to be determined by the tribunal.

2 – Term of lease

Your lease will be renewed from _____ to _____
Day Month Year Day Month Year

3 – Other modification(s)

To the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.

Name of lessor or mandatary _____ Address _____

Telephone No. _____ Signature of lessor or mandatary _____
Day Month Year

ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND

I acknowledge receipt of this notice, on:

Day Month Year Signature of lessee

The lessor should always keep a **copy and proof of delivery** of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).

To reply to this notice, the lessee may use the **model of reply** proposed by the Régie du logement, which is available on its website (www.rdl.gouv.qc.ca), at all of the Régie's offices or by mail.

MODEL OF REPLY

LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)

Notice to _____
Name of lessor or mandatary Address of lessor or mandatary

Address of leased dwelling _____

IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT:
 (choose one of the three responses below)

- I **accept** the renewal of the lease and its modifications.
 I **refuse** the proposed modifications and I **am renewing my lease**.
 I **am not renewing my lease** and will **vacate** the dwelling upon termination of the lease.

If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).

Day Month Year Signature of lessee

ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND

I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:

Day Month Year Signature of lessor or mandatary

The lessee should always keep a **copy and proof of delivery** of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).

Parliamentary Committees

Committee on Institutions

General consultation

Bill 60: Charter affirming the values of State secularism and religious neutrality and of equality between women and men, and providing a framework for accommodation requests

The Committee on Institutions will be holding public hearings beginning January 14, 2014, as part of its general consultation on Bill 60, Charter affirming the values of State secularism and religious neutrality and of equality between women and men, and providing a framework for accommodation requests. This bill is available on the National Assembly's web site; it may also be obtained by contacting the substitute clerk of the Committee. Any person wishing to voice an opinion on the subject may submit comments on line at www.assnat.qc.ca.

Individuals and organizations wishing to express their views during the public hearings must submit a brief to the substitute clerk of the Committee no later than December 20, 2013. Briefs must be on letter-size paper and include a summary of their contents. They may be sent by email (Word or unlocked PDF) or regular mail to the Committee's secretariat.

Individuals wishing to voice their views during public hearings without submitting a brief must file a request to that effect with the substitute clerk of the Committee no later than December 20, 2013. The request must include a short statement summarizing the nature of the presentation to be made.

On the basis of these briefs and requests, the Committee decides which individuals and organizations it will hear.

Unless the Committee decides otherwise, briefs will be made public and posted on the Committee's web page, along with any personal information they contain.

Deadlines for submitting briefs and requests are subject to change, as is the opening date for public hearings. If changes are made, the information will be made public via the National Assembly's website without further notice being published in the newspapers.

Briefs, requests, correspondence and inquiries should be addressed to Ms. Valérie Roy, Substitute Clerk of the Committee on Institutions, Édifice Pamphile-Le May, 1035, rue des Parlementaires, 3^e étage, Québec (Québec), G1A 1A3.

Telephone: 418-643-2722

Fax: 418-643-0248

Email: ci@assnat.qc.ca

Toll-free number: 1-866-337-8837

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Notices

Notice

Natural Heritage Conservation Act
(chapter C-61.01)

Bois-de-Brossard Nature Reserve (Nature-Action Québec) — Recognition

Notice is hereby given, in keeping with article 58 of the Natural Heritage Conservation Act (chapter C-61.01), that the Minister of Sustainable Development, Environment, Wildlife and Parks has recognized as a nature reserve, a private property of the area of 230,09 hectares, situated on the territory of the Municipality of Brossard, Communauté métropolitaine de Montréal, known and designated as being the lots number 2 702 160, 2 702 169, 2 702 189, 2 702 190, 2 702 191, 2 702 211, 4 712 573 et 4 809 097 of the Quebec Land Register, Laprairie Registry division.

This recognition, for perpetuity, takes effect on the date of the publication of this notice in the *Gazette officielle du Québec*.

PATRICK BEAUCHESNE,
Director of Ecological Heritage and Parks

3097

Notice

An Act respecting parental insurance
(chapter A-29.011)

Taxation Act
(chapter I-3)

An Act respecting the Québec Pension Plan
(chapter R-9)

Source deductions tables

Notice is hereby given, in accordance with the fourth paragraph of section 60 of the Act respecting parental insurance (chapter A-29.011), the ninth paragraph of section 1015 of the Taxation Act (chapter I-3) and the fourth paragraph of section 59 of the Act respecting the Québec

Pension Plan (chapter R-9), that the tables determining the amount that an employer must deduct from the remuneration it pays to its employees under section 60 of the Act respecting parental insurance and section 59 of the Act respecting the Québec Pension Plan, and the amount, including the health contribution, that a person must deduct or withhold in accordance with section 1015 of the Taxation Act come into force on 1 January 2014 and will be posted on the Revenu Québec website at the following address: revenuquebec.ca.

Québec, 13 November 2013

NICOLAS MARCEAU,
Minister of Finance and the Economy

3096

Notice

Natural Heritage Conservation Act
(chapter C-61.01)

Wild Wood Nature Reserve — Recognition

Notice is hereby given, in keeping with article 58 of the Natural Heritage Conservation Act (Chapter C-61.01), that the Minister of Sustainable Development, Environment, Wildlife and Parks has recognized as a nature reserve a private property, situated on the territory of the Municipality of Potton, Regional County Municipality of Memphrémagog, known and designated as a part of the lot number 745 of the Township of Potton cadastre, Brome registry division. This property covering an area of 5,96 hectares.

This recognition, for perpetuity, takes effect on the date of the publication of this notice in the *Gazette officielle du Québec*.

PATRICK BEAUCHESNE
Director of Ecological Heritage and Parks,

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Abbreviations: **A**: Abrogated, **N**: New, **M**: Modified

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