

Gazette
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DU Québec

Part

2

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Laws and Regulations

Volume 146

Summary

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Contents

Part 2 contains:

- (1) Acts assented to, before their publication in the annual collection of statutes;
- (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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- (6) rules of practice made by judicial courts and quasi-judicial tribunals;
- (7) drafts of the texts mentioned in paragraph 3 whose publication in the *Gazette officielle du Québec* is required by law before their adoption or approval by the Government.

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Regulations and other Acts

Gouvernement du Québec

O.C. 970-2014, 12 November 2014

An Act respecting the exercise of certain municipal powers in certain urban agglomerations (chapter E-20.001)

Rectification of the territorial boundaries of Ville de Saint-Bruno-de-Montarville

WHEREAS, under section 123 of the Act respecting the exercise of certain municipal powers in certain urban agglomerations (chapter E-20.001), the Government reconstituted Ville de Saint-Bruno-de-Montarville by Order in Council 966-2005 dated 19 October 2005, as of 1 January 2006;

WHEREAS the Order in Council provides that the territory of the town is the territory whose description, attached as a schedule, was prepared by the Minister of Natural Resources and Wildlife on 28 February 2005;

WHEREAS the Order in Council was published in Part 2 of the *Gazette officielle du Québec* of 2 November 2005, page 4770;

WHEREAS the description does not mention a part of territory that was part of the territory of the former Ville de Saint-Bruno-de-Montarville before the constitution of Ville de Longueuil on 1 January 2002;

WHEREAS the part of territory concerns the territorial boundaries between Ville de Saint-Bruno-de-Montarville and Ville de Saint-Basile-le-Grand;

WHEREAS the omission happened during the preparation of the official description of the boundaries of the territory of the new Ville de Saint-Bruno-de-Montarville;

WHEREAS section 121 of the Act respecting the exercise of certain municipal powers in certain urban agglomerations allows the Government to amend an Order in Council made under section 123 of the Act to rectify an obvious omission;

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

THAT the boundaries of the territory of Ville de Saint-Bruno-de-Montarville, the description of which is attached to the Schedule to Order in Council 966-2005

dated 19 October 2005, published in Part 2 of the *Gazette officielle du Québec* of 2 November 2005, page 4770, be rectified as provided for in the document prepared by the Minister of Natural Resources on 11 December 2013, attached to this Order in Council;

THAT this Order in Council come into force on the date of its publication in the *Gazette officielle du Québec*.

JUAN ROBERTO IGLESIAS,
Clerk of the Conseil exécutif

SCHEDULE

ERRATUM

Prepared for the purpose of rectifying the description accompanying Order in Council 966-2005 dated 19 October 2005 published in the *Gazette officielle du Québec*, Part 2, 2 November 2005, Vol. 137, No. 44, page 4770

The official description of the reconstituted territory of Municipalité de Saint-Bruno-de-Montarville, at the fourteenth line of the second column of page 4771, instead of reading: "...; generally southwesterly, the broken line bordering to the southeast lots 2 420 724, 2 419 137, 2 419 134, 2 419 133, ...", should have read: "...; southwesterly, the southeast limit of lot 2 420 724; southerly, the east limit of lot 3 152 185; westerly, the south limit of lots 3 152 185 and 3 152 186; northwesterly, the southwest limit of said lot 3 152 186; generally southwesterly, the broken line bordering to the southeast lots 2 419 133, 2 419 132, 2 419 129, ...".

Ministère des Ressources naturelles
Office of the Surveyor-General of Québec
Service des levés officiels et des limites administratives

Prepared in Québec, on 11 December 2013, under number 8 of my minutes.

By: _____
RICHARD BLANCHETTE,
Land Surveyor

BAGQ record: 526310

3534

Gouvernement du Québec

O.C. 972-2014, 15 November 2014

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

Civil Code of Québec

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

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

WHEREAS, under subparagraph 5 of the first paragraph of section 108 of the Act respecting the Régie du logement (chapter R-8.1), the Government may make regulations making the inclusion of certain particulars mandatory in a lease, writing or notice referred to in articles 1895 and 1896 of the Civil Code, and in the case of the lease or writing referred to in the first paragraph of article 1895 of the Civil Code, prescribing the mandatory use of the lease form from the Régie du logement or of the writing produced by the board, and fixing the sales price thereof;

WHEREAS, under the first paragraph of article 1895 of the Civil Code, within 10 days after entering into the lease, the lessor is bound to give the lessee a copy of the lease or, in the case of an oral lease, a writing setting forth the name and address of the lessor, the name of the lessee, the rent and the address of the leased property, and containing the text of the particulars prescribed by the regulations of the Government and, in addition, the lease or writing is to be made on the form the use of which is made mandatory by the regulations of the Government;

WHEREAS, under article 1896 of the Code, at the time of entering into a lease, the lessor must give a notice to the new lessee, indicating the lowest rent paid in the 12 months preceding the beginning of the lease or the rent fixed by the court during the same period, as the case may be, and containing any other particular prescribed by the regulations of the Government, except in the case of the lease of an immovable referred to in articles 1955 and 1956;

WHEREAS, under those provisions, the Government made the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee (chapter R-8.1, r. 3) by Order in Council 907-96 dated 17 July 1996;

WHEREAS it is expedient to amend 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 mandatory lease forms and the particulars of a notice to a new lessee was published in Part 2 of the *Gazette officielle du Québec* of 27 November 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 with amendments;

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

THAT the Regulation to amend the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee, attached to this Order in Council, be made.

JUAN ROBERTO IGLESIAS,
Clerk of the Conseil exécutif

**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, 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 24 February 2015.

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 LESSOR (WRITE LEGIBLY) (EDUCATIONAL INSTITUTION)	AND THE LESSEE (WRITE LEGIBLY) (STUDENT)
	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 educational institution and the student 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	
	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 _____ <input type="checkbox"/> Couch(es) Number _____ <input type="checkbox"/> Armchair(s) Number _____ <input type="checkbox"/> Bed(s) Number Size _____
	Other <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 _____ <small>Specify number of weeks or months Day Month Year Day Month Year</small>	

0000000000

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

The rent is \$ _____ Per month Per week
 The total cost of services is \$ _____ Per month Per week
 The total rent is \$ _____ Per month Per week

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 student agrees to give the educational institution postdated cheques for the term of the lease.
 Yes No _____
Initials of student

PLACE OF PAYMENT
 The rent is payable at _____
Place of payment (specify if the payment is made by mail, if applicable)

E SERVICES AND CONDITIONS

BY-LAWS OF THE IMMOVABLE
 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

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) _____

THE FOLLOWING SERVICES WILL BE BORNE BY:

	Educational institution	Student		Educational institution	Student
Heating of room	<input type="checkbox"/>	<input type="checkbox"/>	Laundry	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Wired Internet access	<input type="checkbox"/>	<input type="checkbox"/>
Electricity (other than for heating)	<input type="checkbox"/>	<input type="checkbox"/>	Wireless Internet access	<input type="checkbox"/>	<input type="checkbox"/>
Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	<input type="checkbox"/>
Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>			

OTHER CONDITIONS

F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)

The educational institution and the student 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:

The room is located in an immovable erected five years ago or less.
 The immovable became ready for habitation on _____
Day Month Year

OR

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

However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).

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 room and of the common premises.
 If such by-laws exist, the educational institution must give a copy of them to the student before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).
 The by-laws may not contradict the lease or violate the law.
 Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the student is presumed to have received the room in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).



G NOTICE TO A NEW STUDENT (arts. 1896 and 1950 C.C.Q.)

Mandatory notice to be given by the educational institution at the time the lease 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 room 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 by the educational institution 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 or removal of a service):

Signature of the education institution's mandatory _____ Day Month Year

H SIGNATURES

Signature of the educational institution's mandatory _____ Day Month Year Signature of student (or his or her mandatory) _____ Day Month Year

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. surety).

Name (write LEGIBLY) _____ Signature _____ Capacity _____

Address of signatory _____ Day Month Year

The educational institution must give the student a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).

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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 educational institution-lessors and student-lessees. 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 do so 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 documents 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 educational institution and the student 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 (arts. 1922 to 1929 C.C.Q.)

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 educational institution and the student (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.).

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 LESSOR

Name _____

No. Street Apt. Municipality Postal code _____

Telephone No. Other telephone No. (cell phone) Email address _____

Represented by: _____

THE LESSEE

Name _____

No. Street Apt. Municipality Postal code _____

Telephone No. Other telephone No. (cell phone) Email address _____

THE LESSEE

Name _____

No. Street Apt. Municipality Postal code _____

Telephone No. Other telephone No. (cell phone) Email address _____

The names indicated in the lease must be those that the lessor and the lessee 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

The total cost of services is \$ _____ . Per month Per week

The total rent is \$ _____ . Per month Per week

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, enter the cost of services of a personal nature in Schedule 6 to 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.
 Yes No _____
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, if applicable)

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.

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.).

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



E ACCESSORIES, DEPENDENCIES, 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 lessee

ACCESSORIES, DEPENDENCIES, SERVICES AND CONDITIONS
 (Other than those provided for in the leasing conditions set by the regulations)

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.).
 The by-laws may not contradict the lease or violate the law.

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 _____

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 mandatory Day Month Year Initials of lessee Initials of lessee Day Month Year

F SCHEDULES
 This lease is supplemented by the following schedules, _____
 _____, which form an integral part of the lease.

G SIGNATURES

Signature of lessor (or his or her mandatory) Day Month Year
 Signature of lessee (or his or her mandatory) Day Month Year Signature of lessee (or his or her mandatory) Day Month Year

The lessees undertake to be solidarily liable for the lease (particulars Nos. 16 and 17). 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).

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.).

H 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, terminate the lease where the lessor has been notified, by either of the spouses, that the dwelling leased 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 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 to 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 the lessors and lessees. 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 documents 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 to 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, 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 supplementary, 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. 1995 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 lessor and the lessee 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 1974.1 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.
- 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.

Notices

- Article 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.

- Article 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.).

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 Land Intended for
the Installation of a
Mobile Home

RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN (WRITE LEGIBLY)

THE LESSOR

Name _____

No. Street Apt. Municipality Postal code _____

Telephone No. Other telephone No. (cell phone) Email address _____

Where applicable, represented by: _____

THE LESSEE

Name _____

No. Street Apt. _____

Municipality Postal code _____

Telephone No. Other telephone No. (cell phone) _____

Email address _____

THE LESSEE

Name _____

No. Street Apt. _____

Municipality Postal code _____

Telephone No. Other telephone No. (cell phone) _____

Email address _____

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

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

Address

No. Street Apt. _____

Municipality Postal Code _____

Site No. Size of the land _____

The land is leased for residential purposes only. Yes No

If the "No" box is checked off, the land is leased for the combined purposes of housing and _____, but
no more than one-third of the total area will be used for that second purpose (art. 1892 C.C.Q.).
Specify (e.g. professional activities, commercial activities)

Outdoor parking Number of places _____ Parking space(s) _____

Other accessories and dependencies

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

FIXED TERM LEASE

The term of the lease is _____ .
Specify number of weeks, months or years

From _____ to _____
Day Month Year Day Month Year

INDETERMINATE TERM LEASE

The term of the lease is indeterminate,
beginning on _____ .
Day Month Year

Neither the lessor nor the lessee 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.

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D	RENT (arts. 1855, 1903 and 1904 C.C.Q.)	
The rent is \$ _____ . <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total cost of services is \$ _____ . <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total rent is \$ _____ . <input type="checkbox"/> Per month <input type="checkbox"/> Per week		Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less. 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.). 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. 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.). Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).
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 <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____ . Specify		
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 _____		
The lessee agrees to give the lessor postdated cheques for the term of the lease. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ 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, if applicable)		
E	SERVICES AND CONDITIONS	
BY-LAWS OF THE MOBILE HOME PARK 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		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. 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.). <div style="border: 1px solid black; padding: 2px;"> The by-laws may not contradict the lease or violate the law. </div> 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 lessor and the lessee 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 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.). 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.).
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 land _____ _____ _____ ■ During the lease _____ _____ _____		
SERVICES AND CONDITIONS The lessee has the right to keep one or more animals. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____ Other (e.g. water and sewer services, snow and ice removal) _____ _____ _____		
The contact information for the supervisor of the mobile home park or the person to contact if necessary is as follows: Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____		
F	RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)	
The lessor and the lessee 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: <input type="checkbox"/> The land was developed for residential purposes five years ago or less, i.e. on _____ . Day Month Year OR <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. Date of change of destination _____ . Day Month Year		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). 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).
However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).		



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 lessor (or his or her mandatary) _____ Day | Month | Year

Signature of lessee (or his or her mandatary) _____ Day | Month | Year Signature of lessee (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 lessor, 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 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** 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

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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 lessors and lessees. 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 "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 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, 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.

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.).

Suretyship 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). An indemnity may be payable (arts. 1965 and 1967 C.C.Q.).

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 falling 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.

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.

Notices

- Article 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.

- Article 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 mandatory or that he or she select the person to act as the mandatory 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 mandatory 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.).

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 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	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 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		
See particular No. 41: Exception			

STEPS FOR REPOSSESSING THE LAND 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 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 land.	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 LAND 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 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 land. 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 land 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 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).

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
in a Cooperative

RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN (WRITE LEGIBLY)

THE LESSOR

Name _____

No. Street Apt. Municipality Postal code _____

Telephone No. Other telephone No. (cell phone) Email address _____

Represented by: _____

THE LESSEE

Name _____

No. Street Apt. Municipality Postal code _____

Telephone No. Other telephone No. (cell phone) Email address _____

THE LESSEE

Name _____

No. Street Apt. Municipality Postal code _____

Telephone No. Other telephone No. (cell phone) Email address _____

The names indicated in the lease must be those that the lessor and the lessee 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 _____

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 mandatory _____ Day _____ Month _____ Year _____

Initials of lessee _____ Initials of lessee _____ Day _____ Month _____ Year _____

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

FIXED TERM LEASE
 The term of the lease is _____.
 Specify number of weeks, months or years
 From _____ Day _____ Month _____ Year _____ to _____ Day _____ Month _____ Year _____

INDETERMINATE TERM LEASE
 The term of the lease is indeterminate,
 beginning on _____ Day _____ Month _____ Year _____.

Neither the cooperative nor the lessee 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

The total cost of services is \$ _____ . Per month Per week

The total rent is \$ _____ . Per month Per week

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

The lessee is a beneficiary of a rent subsidy program. Yes No

Specify _____

Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.

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.).

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



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. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ 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, if applicable)</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>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> <p>Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 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>■ During the lease _____</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> <p>The by-laws may not contradict the lease or violate the law.</p> <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 cooperative and the lessee 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;">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>Water consumption tax for dwelling</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil</td> <td></td> <td></td> <td>Snow and ice removal</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>■ Parking area</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Electricity } other than for heating</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> </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>■ Entrance, walkway, driveway</td> <td style="text-align: center;"><input type="checkbox"/></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>■ Stairs</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"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Snow and ice removal	<input type="checkbox"/>	Gas	<input type="checkbox"/>	<input type="checkbox"/>	■ Parking area	<input type="checkbox"/>	Electricity } other than for heating	<input type="checkbox"/>	<input type="checkbox"/>	■ Balcony	<input type="checkbox"/>	Hot water heater (rental fees)	<input type="checkbox"/>	<input type="checkbox"/>	■ Entrance, walkway, driveway	<input type="checkbox"/>	Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	■ Stairs	<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> <p>_____</p> <p>_____</p>																																				



F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)

The cooperative and the lessee 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 (arts. 1896 and 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 the cooperative's mandatary _____ Day _____ Month _____ Year _____

Signature of lessee (or his or her mandatary) _____ Day _____ Month _____ Year _____

Signature of lessee (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, 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 (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 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 to the lease: Services Offered to the Lessee by the Lessor.

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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 lessors and lessees. 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 to 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, 1885, 1886, 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.).

Suretyship 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. 1854 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 in 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 cooperative and the lessee (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

- to accept the requested modification(s); or
- to refuse the requested modification(s) and will continue to occupy the dwelling (see "Exception" below); or
- to 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.

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.

Notices

- Article 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.

- Article 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 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.).

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 lease 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 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 lessee is not a member of the cooperative 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.
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		

END OF MANDATORY PARTICULARS

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 LESSOR (WRITE LEGIBLY)	AND THE LESSEE (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><small>The names indicated in the lease must be those that the lessor and the lessee are legally authorized to use. The term "lessor" in the <i>Civil Code of Québec</i> generally refers to the owner of the immovable.</small></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 _____ <small>Specify (e.g. professional activities, commercial activities)</small> 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 _____ <small>Specify</small></p>																					
<p>Other accessories and dependencies _____ <small>Specify</small></p>																					
<p>Furniture is leased and included in the rent. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>																					
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Appliances</td> <td style="width: 33%;"><input type="checkbox"/> Washer</td> <td style="width: 33%;"><input type="checkbox"/> Chest(s) of drawers _____ <small>Number</small></td> <td style="width: 33%;">Other</td> </tr> <tr> <td><input type="checkbox"/> Stove</td> <td><input type="checkbox"/> Dryer</td> <td><input type="checkbox"/> Couch(es) _____ <small>Number</small></td> <td><input type="checkbox"/> _____</td> </tr> <tr> <td><input type="checkbox"/> Microwave oven</td> <td>Furniture</td> <td><input type="checkbox"/> Armchair(s) _____ <small>Number</small></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Dishwasher</td> <td><input type="checkbox"/> Table(s) _____ <small>Number</small></td> <td><input type="checkbox"/> Bed(s) _____ <small>Number Size</small></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Refrigerator</td> <td><input type="checkbox"/> Chair(s) _____ <small>Number</small></td> <td></td> <td></td> </tr> </table>		Appliances	<input type="checkbox"/> Washer	<input type="checkbox"/> Chest(s) of drawers _____ <small>Number</small>	Other	<input type="checkbox"/> Stove	<input type="checkbox"/> Dryer	<input type="checkbox"/> Couch(es) _____ <small>Number</small>	<input type="checkbox"/> _____	<input type="checkbox"/> Microwave oven	Furniture	<input type="checkbox"/> Armchair(s) _____ <small>Number</small>		<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Table(s) _____ <small>Number</small>	<input type="checkbox"/> Bed(s) _____ <small>Number Size</small>		<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Chair(s) _____ <small>Number</small>		
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<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Chair(s) _____ <small>Number</small>																				
<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 _____ Initials of lessee _____ Initials of lessee _____ Day _____ Month _____ Year _____</p>																					
C TERM OF LEASE (art. 1851 C.C.Q.)																					
<p>FIXED TERM LEASE</p> <p>The term of the lease is _____ <small>Specify number of weeks, months or years</small></p> <p>From _____ to _____ <small>Day Month Year Day Month Year</small></p>	<p>INDETERMINATE TERM LEASE</p> <p>The term of the lease is indeterminate, beginning on _____ <small>Day Month Year</small></p>																				
<p><small>Neither the lessor nor the lessee 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.</small></p>																					



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

The rent is \$ _____ Per month Per week
 The total cost of services is \$ _____ Per month Per week
 The total rent is \$ _____ Per month Per week

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

The lessee is a beneficiary of a rent subsidy program. Yes No

Specify _____
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.
 Yes No _____ 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, if applicable) _____

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 lessee _____

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 lessee _____

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"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Snow and ice removal		
Gas } other than for heating Electricity }	<input type="checkbox"/>	<input type="checkbox"/>	■ Parking area	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	■ Balcony	<input type="checkbox"/>	<input type="checkbox"/>
Hot water heater (rental fees)	<input type="checkbox"/>	<input type="checkbox"/>	■ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>
Hot water (user fees)	<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 lessor and the lessee 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.).

Initials of lessor _____ Initials of lessee _____



F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)

The lessor and the lessee 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:

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 _____.

However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).

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).

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).

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 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 _____

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):

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.

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.

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.

Signature of lessor _____ Day _____ Month _____ Year _____

H SIGNATURES

Signature of lessor (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 _____
Signature of lessee (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 lessor, 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 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 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.

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 dwelling covered by the lease will be used as the family residence.

Signature of the 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 to 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 lessors and lessees. 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, 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 documents 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 to 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.).
Suretyship 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 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.).

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). An indemnity may be payable (arts. 1965 and 1967 C.C.Q.).

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 sub-lessee, 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 (CRSLD), 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.

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.

Notices

- Article 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.

- Article 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

OOOOOOOOOO

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).

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.

SCHEDULE 6 TO THE LEASE

Services Offered to the Lessee by the Lessor

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.). In addition, Revenu Québec may require the schedule in order to grant a lessee a tax credit for home-support services.

The provisions pertaining to the rights and obligations of lessors and lessees 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 dwelling, as well as the part of 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 certification or a temporary certificate of compliance 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.	
<p>TYPE OF RESIDENCE PRIVATE SENIORS' RESIDENCE OFFERING SERVICES FOR: <input type="checkbox"/> independent persons <input type="checkbox"/> semi-independent persons</p> <p>OTHER LODGING FACILITY - specify: _____ <input type="checkbox"/></p> <p>DESCRIPTION OF PREMISES AND SERVICES <input type="checkbox"/> dwelling with _____ rooms <input type="checkbox"/> room - private <input type="checkbox"/> - shared <input type="checkbox"/></p> <p>BATHROOM <input type="checkbox"/> private <input type="checkbox"/> shared</p> <p>GRAB BARS/HANDRAILS <input type="checkbox"/> bathroom <input type="checkbox"/> corridors (common areas)</p> <p>HEATING <input type="checkbox"/> central system <input type="checkbox"/> individual control</p> <p>AIR CONDITIONING <input type="checkbox"/> central system <input type="checkbox"/> individual control <input type="checkbox"/> authorized personal air-conditioning system - type: _____</p> <p>TELECOMMUNICATION SERVICES <input type="checkbox"/> telephone <input type="checkbox"/> cable television <input type="checkbox"/> wireless Internet <input type="checkbox"/> wired Internet <input type="checkbox"/> other: _____</p> <p>CALL-FOR-HELP SYSTEM <input type="checkbox"/> fixed - bed <input type="checkbox"/> - bathroom <input type="checkbox"/> - washroom <input type="checkbox"/> - other: _____ <input type="checkbox"/> mobile</p> <p>MANUAL OR POWERED WHEELCHAIR <input type="checkbox"/> accessible dwelling</p> <p>FURNITURE AND APPLIANCES (THE LESSEE HAS THE RIGHT TO BRING) <input type="checkbox"/> household appliances - specify: _____ <input type="checkbox"/> television <input type="checkbox"/> furniture - specify: _____</p> <p>BALCONY <input type="checkbox"/> private <input type="checkbox"/> shared</p> <p>LOCKED STORAGE SPACE - location: _____ <input type="checkbox"/></p> <p>LAUNDRY ROOM <input type="checkbox"/> shared laundry room - service payable on a per-use basis Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>ELEVATOR <input type="checkbox"/></p>	<p>RECREATION SERVICES ACCESS TO RECREATIONAL ACTIVITIES <input type="checkbox"/> - specify: _____</p> <p>SOCIAL DIRECTOR <input type="checkbox"/></p> <p>INDOOR COMMON AREAS <input type="checkbox"/> library <input type="checkbox"/> shared kitchen <input type="checkbox"/> private area for receiving visitors <input type="checkbox"/> pool <input type="checkbox"/> fitness room <input type="checkbox"/> billiard room <input type="checkbox"/> home theatre room <input type="checkbox"/> multifunctional recreation room <input type="checkbox"/> bowling alley <input type="checkbox"/> reception room - may be rented for \$ _____ <input type="checkbox"/> Internet room <input type="checkbox"/> other: _____</p> <p>OUTDOOR COMMON AREAS <input type="checkbox"/> recreation area <input type="checkbox"/> rest area <input type="checkbox"/> garden <input type="checkbox"/> pool <input type="checkbox"/> other: _____</p> <p>OTHER SERVICES OFFERED</p> <p>RELIGIOUS ACTIVITIES <input type="checkbox"/> - specify: _____</p> <p>DINING ROOM OPEN TO VISITORS <input type="checkbox"/></p> <p>MEDICAL SERVICES <input type="checkbox"/> - specify: _____</p> <p>NURSING CARE (SERVICES OFFERED BY THE LESSOR) <input type="checkbox"/> nurse - specify: _____ - schedule: _____ <input type="checkbox"/> nursing assistant - specify: _____ - schedule: _____</p> <p>CARE ATTENDANT (SERVICES OFFERED BY THE LESSOR) <input type="checkbox"/> - specify: _____ - schedule: _____</p> <p>SECURITY <input type="checkbox"/> <input type="checkbox"/> schedule: _____ <input type="checkbox"/> staff member <input type="checkbox"/> nurse <input type="checkbox"/> nursing assistant <input type="checkbox"/> care attendant <input type="checkbox"/> guard <input type="checkbox"/> receptionist <input type="checkbox"/> other: _____</p> <p>TRANSPORTATION <input type="checkbox"/> shuttle service <input type="checkbox"/> other: _____ - service payable on a per-use basis Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>OTHER _____ _____ _____</p>

PART 2 SERVICES OF A PERSONAL NATURE	
<p>The lessor must specify 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. 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: _____ <input type="checkbox"/> \$ _____</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 <input type="checkbox"/> \$ _____</p> <p>■ number of snacks per day: _____</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>_____</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>_____</p> <p>_____</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>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>OTHER: <input type="checkbox"/> \$ _____</p> <p>_____</p> <p>TOTAL MONTHLY COST: \$ _____</p> <p>TOTAL MONTHLY COST OF SERVICES \$ _____</p> <p>+ BASIC RENT (see mandatory lease form) \$ _____</p> <p>TOTAL RENT \$ _____</p>
SIGNATURES	
<p>_____ Signature of lessor (or his or her mandatory) Day Month Year</p> <p>_____ Signature of lessor (or his or her mandatory) Day Month Year</p> <p>_____ Other signatory (e.g. witness or other) Day Month Year</p>	<p>_____ Signature of lessee (or his or her mandatory) Day Month Year</p> <p>_____ Signature of lessee (or his or her mandatory) Day Month Year</p> <p>_____ Person to contact in case of emergency (name, address and telephone No.)</p>

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.

MANDATORY WRITING

in the Case of an Oral Lease

RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES

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.).

A BETWEEN THE LESSOR (WRITE LEGIBLY)	AND THE LESSEE (WRITE LEGIBLY)
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
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
Where applicable, represented by: _____	
ADDRESS OF LEASED DWELLING	
No. Street Apt. Municipality Postal code	
<small>The names indicated in the lease must be those that the lessor and the lessee are legally authorized to use. The term "lessor" in the Civil Code of Québec generally refers to the owner of the immovable.</small>	

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

The rent and the total cost of services are \$ _____ . Per month Per week

If the lease includes services of a personal nature, complete Schedule 6 to the lease: Services Offered to the Lessee by the Lessor.

C RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)

The lessor and the lessee 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:

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

However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).

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).

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).

D 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 C is checked off.

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 _____.

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 lessor _____ Day Month Year

0000000000

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 lessors and lessees. 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 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, rescission 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 from 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 to 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 rescission 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 lessor and the lessee 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.).

Suretyship 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

23. 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.).

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 lessor

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). An indemnity may be payable (arts. 1965 and 1967 C.C.Q.).

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 sub-lessee, 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.

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.

Notices

- Article 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.

- Article 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	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. 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).

Gouvernement du Québec

O.C. 991-2014, 12 November 2014

Highway Safety Code
(chapter C-24.2)

Licences

— Amendment

Regulation to amend the Regulation respecting licences

WHEREAS, under paragraph 6 of section 619 of the Highway Safety Code (chapter C-24.2), the Government may by regulation prescribe the conditions and formalities for obtaining and renewing a licence according to the nature, class or category of the licence and the documents and information which must be produced with an application for the issue or renewal of the licence;

WHEREAS, under sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting licences was published in Part 2 of the *Gazette officielle du Québec* of 9 July 2014 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 with amendment;

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

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

JUAN ROBERTO IGLESIAS,
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting licences

Highway Safety Code
(chapter C-24.2, s. 619, par. 6)

1. The Regulation respecting licences (chapter C-24.2, r. 34) is amended by adding the following after paragraph 6 of section 30:

“(7) a class 1 driver’s licence also allows the holder to drive a road train of more than 25 metres in length for the sole purpose of learning to drive it even if the indication to that effect is not entered in the licence holder’s file, provided that the licence holder is accompanied as required by section 99 of the Highway Safety Code (chapter C-24.2).”

2. Section 46.1 is replaced by the following:

“**46.1.** A person wishing to have the indication “road train” entered in his or her file must:

(1) have held a class 1 driver’s licence for at least 5 years;

(2) have successfully completed the instruction program for driving a road train of more than 25 metres in length provided by a heavy vehicle driving school under a school board.”

3. This Regulation comes into force on 15 December 2014.

3536

Gouvernement du Québec

O.C. 992-2014, 12 November 2014

Highway Safety Code
(chapter C-24.2)

Highway Safety Code

— Tariff for the purposes of section 194 — Amendment

Regulation to amend the Tariff for the purposes of section 194 of the Highway Safety Code

WHEREAS, under subparagraph 52 of the first paragraph of section 621 of the Highway Safety Code (chapter C24.2), the Government may by regulation fix, on the basis of the costs borne by the Société de l’assurance automobile du Québec for the purposes of section 194 of the Code, the amount to be used to determine the amount to be paid to the Société by the Government, every municipality and every Native entity pursuant to section 648.2 of the Code;

WHEREAS, under the second paragraph of section 621 of the Code, the publication requirement set out in section 8 of the Regulations Act (chapter R-18.1) does not apply to a regulation made under subparagraph 52 of the first paragraph of section 621 of the Code;

WHEREAS, under that same paragraph, the Minister of Transport consults with the bodies representing municipalities, more particularly, the Union des municipalités du Québec and the Fédération québécoise des municipalités locales et régionales before submitting a draft of the regulation to the Government. The Minister may also seek any other consultation the Minister considers appropriate;

WHEREAS the Minister of Transport has consulted the two abovementioned bodies as well as the Association des greffiers de cours municipales du Québec and the Bureau des infractions et amendes, which is a government agency under the Minister of Justice of Québec, regarding the draft Regulation;

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

THAT the Regulation to amend the Tariff for the purposes of section 194 of the Highway Safety Code, attached to this Order in Council, be made.

JUAN ROBERTO IGLESIAS,
Clerk of the Conseil exécutif

Regulation to amend the Tariff for the purposes of section 194 of the Highway Safety Code

Highway Safety Code
(chapter C-24.2, s. 621, 1st par., subpar. 52)

1. The Tariff for the purposes of section 194 of the Highway Safety Code (chapter C-24.2, r. 42) is amended in section 1 by replacing “\$22” by “\$27”.

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

Draft Regulations

Draft Regulation

An Act respecting Access to documents held by public bodies and the Protection of personal information (chapter A-2.1)

Information distribution and protection of personal information

—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 the distribution of information and the protection of personal information, appearing below, may be made by the Government on the expiry of 45 days following this publication.

The draft Regulation proposes to ensure that public bodies be required to distribute through their websites certain information, insofar as the information has been made accessible by law, on travel and official expenses, executive vehicles, training expenses, conference and convention expenses, and expenses related to hospitality, publicity and promotion, telecommunications and the leasing of space occupied by the public body, as well as certain information on the annual salaries, indemnities and allowances of ministers, executive secretaries and holders of full-time senior positions.

The draft Regulation also provides for the distribution of all documents sent under requests for access to information, together with the decision of the person in charge of access, subject to considerations concerning the protection of personal information, third-person information and other information whose release must be refused, in accordance with the Act respecting Access to documents held by public bodies and the Protection of personal information (chapter A-2.1). Currently, the Regulation provides for the distribution of the documents sent under requests for access, whose distribution is of interest for the purposes of public information.

Lastly, the draft Regulation proposes that information concerning subsidies granted under the discretionary budgets of ministers be distributed.

These various measures promote government transparency through the proactive distribution of information related to the management of the financial resources of public bodies and enable citizens to follow Government

activities and expenditures. In particular, the information and documents whose proactive distribution is provided for in the draft Regulation are regularly the subject of requests for access, and are generally made accessible. The measures proposed would prevent processing requests one by one and facilitate access to the information for all citizens.

Further information may be obtained by contacting Fernande Rousseau, Secrétariat à l'accès à l'information et à la réforme des institutions démocratiques, Ministère du Conseil exécutif, 875, Grande Allée Est, 3^e étage, Québec (Québec) G1R 4Y8, telephone: 418 643-4294.

Any person wishing to comment on the matter is requested to submit written comments within the 45-day period to Fernande Rousseau, Secrétariat à l'accès à l'information et à la réforme des institutions démocratiques, Ministère du Conseil exécutif, 875, Grande Allée Est, 3^e étage, Québec (Québec) G1R 4Y8.

JEAN-MARC FOURNIER,
*Minister responsible for Access to Information
and the Reform of Democratic Institutions*

Regulation to amend the Regulation respecting the distribution of information and the protection of personal information

An Act respecting Access to documents held by public bodies and the Protection of personal information (chapter A-2.1, ss. 16.1 and 155)

1. The Regulation respecting the distribution of information and the protection of personal information (chapter A-2.1, r. 2) is amended in section 4

(1) by replacing subparagraph 8 of the first paragraph by the following:

“(8) the documents sent under a request for access, together with the anonymized decision of the person in charge of access to information, except for documents containing

(a) personal information, unless the information is considered public information within the meaning of section 57 of the Act;

(b) third-person information within the meaning of section 23 or 24 of the Act; and

(c) information whose communication must be refused under section 28, 28.1, 29 or 29.1 of the Act;”;

(2) by replacing subparagraph 14 of the first paragraph by the following:

“(14) a list of its financial commitments sent to the secretary of the Conseil du trésor and forwarded by the secretary to the National Assembly, in accordance with paragraph 7 of section 5 of the Directive numéro 4-80 concernant certains engagements de 25 000 \$ et plus et les règles relatives aux paiements faits sur le fonds consolidé du revenu (C.T. 128500, 80-08-26);”;

(3) by inserting the following after subparagraph 15 of the first paragraph:

“(16) the total travel expenses:

(a) for the personnel of the public body;

(b) for the office staff of the ministers;

(17) the information pertaining to travel expenses in Québec for each of the activities of the ministers or the holders of full-time senior positions within the public body, invoiced directly to the public body or paid by the ministers or the holders of full-time senior positions and reimbursed by the public body, namely:

(a) for ministers:

i. the name and position of the person who travelled;

ii. the date of travel;

iii. the city or municipality of travel;

iv. the purpose of travel;

v. the travel expenses incurred for the use of a public or a chartered means of transport;

vi where applicable, the amount of the lump sum allowance or the lodging and meal expenses; and

vii the amount and a description of other related expenses;

(b) for holders of full-time senior positions:

i. the name and position of the person who travelled;

ii. the date of travel;

iii. the city or municipality of travel;

iv. the purpose of travel;

v. the travel expenses incurred for the use of a public or a chartered means of transport and, as the case may be, a personal vehicle;

vi. where applicable, the amount of the lump sum allowance or the lodging and meal expenses; and

vii. the amount and a description of other related expenses;

(18) the information pertaining to travel expenses outside Québec for each of the activities of the ministers or the holders of full-time senior positions within the public body, invoiced directly to the public body or paid by the ministers or the holders of full-time senior positions and reimbursed by the public body, namely:

(a) the name and position of the person who travelled;

(b) the date of travel;

(c) the city or municipality of travel;

(d) the purpose of travel;

(e) the travel expenses incurred for the use of a public or a chartered means of transport and, as the case may be, a personal vehicle;

(f) the name and position of the persons accompanying them, namely, the members of the personnel of the public body and the office staff, and the total travel, lodging, meal and other related expenses for these persons;

(g) as the case may be, the amount of the lump sum allowance or the lodging and meal expenses;

(h) the amount and a description of other related expenses; and

(i) when travelling outside Canada, the fees related to meeting halls and the services of a photographer or an interpreter, and the mission reports;

also indicating, where applicable, the expenses that are borne by another public body and which public body;

(19) for each executive vehicle of the ministers and the holders of full-time senior positions within the public body:

- (a) the leasing costs;
 - (b) the amount of the gasoline expenses;
 - (c) the amount of the maintenance expenses;
- (20) the information pertaining to each official expense of holders of full-time senior positions within the public body and executive secretaries, namely, the name and position of the person concerned, a description of each expense, the date and the cost;
- (21) the information pertaining to the expenses for each hospitality activity held in accordance with the Directive numéro 4-79 concernant les Règles sur les réceptions et les frais d'accueil (C.T. 116900. 1979-02-06), namely, a description of the activity, the date, the cost and the number of expected participants;
- (22) the information pertaining to the expenses for each attendance, by a member of the personnel of a public body, at a training activity, a conference or a convention, namely, the name of the administrative unit to which the member of the personnel belongs, the date, place and a description of the training conference or convention, and the registration cost;
- (23) the information pertaining to training contracts, namely, the name of the supplier and the amount of the contract, and, for each training activity, a description, the date and place, and the number of expected participants;
- (24) the following information pertaining to publicity and promotion contracts, namely, contracts for the distribution of printed material such as advertising signs or posters, or the distribution of publicity in magazines, in newspapers, on radio, on television or on the Internet:
- (a) the date of the contract;
 - (b) the name of the supplier;
 - (c) a description of the contract;
 - (d) the amount of the contract;
- (25) the information pertaining to telecommunications contracts, namely, the name of the supplier and the types of devices, and, for each type of device, the number of devices, the number of active users, the acquisition costs and the monthly service costs;
- (26) the information pertaining to each subsidy granted under the discretionary budgets of ministers, namely, the name of the beneficiary, the project concerned, the amount granted and the electoral division in which the principal residence or establishment of the beneficiary is located;

(27) the information pertaining to each lease of space occupied by the public body, namely, the address, the name of the lessor, the leased area and the annual amount of rent;

(28) a list of the annual salaries, indemnities and allowances of ministers, executive secretaries and holders of full-time senior positions within the public body.”;

(4) by inserting the following paragraph after the first paragraph:

“A public body is not required to publish the information referred to in subparagraphs 23 to 25 of the first paragraph in the case of a contract involving confidential or protected information within the meaning of subparagraph 3 of the first paragraph of section 13 of the Act respecting contracting by public bodies or a contract for which no waiver of professional secrecy has been obtained.”;

(5) by replacing the second paragraph by the following:

“The documents or information referred to in subparagraphs 1 to 9 and 16 to 27 must be accessible directly on the website of the public body. Those referred to in the other subparagraphs may be accessible through a hyperlink to another website.”; and

(6) by adding the following at the end of section 4:

“For the purposes of this section, the expression “holders of senior positions” designates one of the following persons where the person carries on his or her duties on a full time basis:

(a) the Secretary-General of the Conseil exécutif, an associate secretary-general or a deputy secretary of the Conseil exécutif, the secretary of the Conseil du trésor, an assistant or associate secretary of the Conseil du trésor, a deputy minister or an assistant or associate deputy minister, or a person hired under contract to hold one of those positions;

(b) a delegate-general, delegate or head of delegation;

(c) the chief executive officer or a vice-president of a public body.”.

2. Section 5 is replaced by the following:

5. A public body must promptly distribute a document or information referred to in section 4 through a section reserved for that purpose and accessible from the home page of its website and leave it there for as long as it is up-to-date or until it acquires the status of a semi-active document according to its retention schedule.

The documents referred to in subparagraph 8 must be distributed within 5 business days following the date on which they are sent to the applicant.

The documents or information referred to in subparagraphs 16 to 26 must be distributed within 45 days following the end of each quarter, in connexion with the expenses incurred during the quarter.

The information referred to in subparagraph 27 must be distributed within 45 days following the end of each fiscal year of the public body, in connexion with the expenses incurred during the fiscal year.

The document referred to in subparagraph 28 must be distributed within 45 days following the end of each fiscal year of the Government, in connexion with the salaries, indemnities and allowances relating to the fiscal year.”.

3. This Regulation comes into force on 1 April 2015.

3538

Draft Regulation

Professional Code
(chapter C-26)

Agrologists — Code of ethics — 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 Code of ethics of agrologists, made by the board of directors of the Ordre des agronomes 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 adapts certain rules of conduct to the practice of agrology within a partnership or joint-stock company, as provided for in the draft Regulation respecting the practice of agrology within a partnership or a joint-stock company.

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

Further information may be obtained by contacting Louise Richard, Ordre des agronomes du Québec, 1001, rue Sherbrooke Est, bureau 810, Montréal (Québec) H2L 1L3; telephone: 514 596-3833; fax: 514 596-2974; email: agronome@oaq.qc.ca

Any person wishing to comment on the matter 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 to amend the Code of ethics of agrologists

Professional Code
(chapter C-26, s. 87)

1. The Code of ethics of agrologists (chapter A-12, r. 6) is amended by replacing the heading of Division I by “GENERAL”.

2. Section 1 is replaced by the following:

“**1.** This Code sets out, pursuant to section 87 of the Professional Code (chapter C-26), the duties and obligations to be discharged by every agrologist towards the public, clients and the profession.

The duties and obligations of the agrologists under the Agrologists Act, the Professional Code and their regulations are not changed or reduced by the fact that an agrologist practises the profession within a partnership or joint-stock company.”.

3. The following is added after section 1:

“**1.1.** Agrologists must take reasonable measures to ensure that persons who collaborate with them in the practice of the profession and any partnership or joint-stock company within which they practise comply with the Agrologists Act (chapter A-12), the Professional Code and their regulations.

Agrologists must ensure that their obligations towards the partnership or joint-stock company within which they act as director or officer are not incompatible with their obligations towards their client.”.

4. Section 13 is replaced by the following:

“**13.** Agrologist must avoid any false, misleading or incomplete representations, in particular as to their level of competence or the effectiveness of their services and, where applicable, the level of competence or the effectiveness of the services offered under their supervision or by persons carrying on their activities within the same partnership or joint-stock company.”.

5. Section 18 is amended by inserting the following after the first paragraph:

“If the agrologist carries on professional activities within a partnership or joint-stock company, the agrologist must take reasonable measures to ensure that the partnership or joint-stock company complies with the requirements prescribed in the first paragraph when property is entrusted to the care of the partnership or joint-stock company.”

6. Section 19 is replaced by the following:

“**19.** Agrologists must assume full civil liability in the practice of their profession. They may not evade or attempt to evade the liability, by any means whatsoever, in particular by invoking the liability of the partnership or joint-stock company within which they carry on their professional activities or that of another person practising within the partnership or joint-stock company or by requesting that their client or the client’s representative renounce any recourse in case of professional negligence on their part.”

7. Section 25 is amended by inserting “or, where applicable, that of his employer or the partnership or joint-stock company within which he carries on his professional activities or within which he has interests, and the interest of any other person practising in that partnership or joint-stock company,” after “personal interest”.

8. The following is inserted after section 29:

“**29.1.** As soon as the agrologist notices that a partner, a shareholder, a director, a director or an employee of a partnership or joint-stock company within which the agrologist carries on professional activities or within which the agrologist has interests is in a conflict of interest, the agrologist must take necessary measures to ensure that the information and the documents protected by professional secrecy are not disclosed to that person.

The following factors must be taken in particular account in assessing the effectiveness of such measures:

- (1) the size of the partnership or joint-stock company;
- (2) the precautions taken to prevent access to the agrologist’s file by the person in the conflict of interest;
- (3) the instruction given to protect confidential information or documents relating to the conflict of interest;
- (4) the isolation of the person in the conflict of interest with respect to the agrologist.”

9. Section 30 is replaced by the following:

“**30.** Agrologists may only share their fees with another agrologist or a partnership or joint-stock company within which the agrologist carries on professional activities to the extent that such sharing corresponds to a distribution of services or responsibilities.”

10. Section 31 is amended by replacing “, nor shall he pay, offer to pay or agree to pay any such benefit, rebate or commission.” by the following:

“However, the agrologist may accept customary tokens of appreciation and gifts of small value.

The agrologist must refrain from paying, offering to pay or agreeing to pay any such benefit, rebate or commission.”

11. The following is inserted after section 44:

“**44.1.** An agrologist must ensure that an invoice issued by a third party for the agrologist’s professional services complies with the conditions set out in this subdivision.”

12. Section 49 is revoked.

13. Section 52 is amended by replacing “his accounts receivable, except to a colleague” by “or otherwise transfer his or her accounts of professional fees, except to an agrologist or a partnership or joint-stock company within which the agrologist is authorized to carry on professional activities pursuant to the Regulation respecting the practice of the profession of agrology within a partnership or a joint-stock company (insert the reference of the regulation)”.

14. Section 54 is replaced by the following:

“**54.** An agrologist who practises within a partnership or joint-stock company must ensure that professional fees related to professional services rendered by the agrologist are listed separately on any invoice or statement of fees given by the partnership or joint-stock company to the client.”

15. Section 55 is amended

(1) by replacing “contemplated in sections 59 and 59.1 of the Professional Code (chapter C-26)” in the first paragraph by “referred to in sections 57, 58, 58.1, 59.1 and 59.1.1 of the Professional Code (chapter C-26) and those determined pursuant to the second paragraph of section 152 of the Code”;

(2) by striking out paragraph 2;

(3) by replacing “complainant” in paragraph 3 by “person requesting the inquiry”;

(4) by replacing paragraph 9 by the following:

“(9) failing to ensure the appropriate monitoring of a person who carries on an activity reserved for agrologists pursuant to subparagraph *c* of the second paragraph of section 28 of the Agrologists Act (chapter A-12);”;

(5) by replacing paragraph 10 by the following:

“(10) in the practice of the profession, signing or affixing the agrologist’s seal to any document that was not prepared by the agrologist or under the agrologist’s supervision;”;

(6) by adding the following after paragraph 10:

“(11) carrying on professional activities within a partnership or joint-stock company that holds itself out as or implies that it is a partnership or joint-stock company within the meaning of Chapter VI.3 of the Professional Code (chapter C-26), when the requirements of the Code or the Regulation respecting the practice of the profession of agronomy within a partnership or a joint-stock company (*insert the reference of the regulation*) are not met;

(12) entering into an agreement or permitting an agreement to be entered into, within a partnership or joint-stock company in which an agrologist is a partner or a shareholder, including a unanimous shareholders’ agreement, if the agreement operates to threaten the independence, objectivity and integrity required to practise the profession or to comply with the Agrologists Act, the Professional Code and their regulations;

(13) carrying on activities within a partnership or joint-stock company when the agrologist is no longer authorized to do so.”.

16. The following is inserted after section 63:

“**DIVISION IV.1**
SEAL AND SIGNATURE”.

17. Section 65 is amended

(1) by inserting “and, where applicable, the name of the partnership or joint-stock company within which the agrologist carries on professional activities,” in the first paragraph after “agrologist’s title”;

(2) by striking out “advice,”;

(3) by replacing the second paragraph by the following:

“The agrologist must also ensure that his or her name and agrologist’s title, and, where applicable, the name of the partnership or joint-stock company within which the agrologist carries on professional activities, are clearly indicated on any document referred to in the first paragraph that is produced under the agrologist’s supervision.”.

18. The following is inserted after section 65:

“**65.1.** Where agrologists sign a document referred to in section 65, they must do so according to one of the following methods:

(1) sign the document by hand;

(2) sign the document using a technological means that guarantees the document’s integrity, within the meaning of the Act to establish a legal framework for information technology (chapter C-1.1).”.

19. Section 66 is amended by striking out “advice,”.

20. Section 73 is amended by inserting “and, where applicable, the name of the partnership or joint-stock company within which the agrologist carries on professional activities” after “agrologist”.

21. Section 76 is amended by replacing “who are partners in the practice of their profession” by “carrying out their professional activities within a same partnership or joint-stock company”.

22. Section 77 is replaced by the following:

“**77.** An agrologist may not carry on professional activities alone or within a partnership or joint-stock company under a name, corporate name or designation which is misleading or derogatory to the honour or dignity of the profession or is a number name.”.

23. The heading of Division VI is amended by replacing “COAT OF ARMS AND GRAPHIC SYMBOL OF THE ORDER” by “GRAPHIC SYMBOL”.

24. Section 79 is revoked.

25. Section 80 is replaced by the following:

“**80.** Where agrologists or a partnership or joint-stock company within which they carry on professional activities use the graphic symbol of the Order in their advertisement and documents, they must ensure that the symbol conforms to the original and is not represented in such a manner as to imply that the advertisement or documents come from the Order or are approved by the Order.”.

26. The following is inserted after section 80:

“**80.1.** An agrologist must ensure that a partnership or joint-stock company within which the agrologist carries on professional activities does not use the graphic symbol of the Order in connection with its advertising or name unless all the services provided by such partnership or joint-stock company are professional services rendered by agrologists.

In the case of a partnership or joint-stock company which provides the professional services of agrologists and the professional services of persons other than agrologists with whom the agrologist is authorized to carry on professional activities, the graphic symbol of the Order may be used in connection with the name of the partnership or joint-stock company or in its advertising provided the graphic symbol identifying each of the professional orders or organizations to which such persons belong is also used.

However, the graphic symbol of the Order may always be used in connection with the name of an agrologist.”

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

3541

Draft Regulation

Professional Code
(chapter C-26)

Agrologists — Practice within a partnership or a joint-stock company

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation respecting the practice of agrology within a partnership or a joint-stock company, made by the board of directors of the Ordre des agronomes 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 authorizes a member of the Order to carry on his or her professional activities within a joint-stock company or a limited liability partnership.

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

Further information may be obtained by contacting Louise Richard, Ordre des agronomes du Québec, 1001, rue Sherbrooke Est, bureau 810, Montréal (Québec) H2L 1L3; telephone: 514 596-3833; fax: 514 596-2974; email: agronome@oaq.qc.ca

Any person wishing to comment on the matter 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 practice of agrology within a partnership or a joint-stock company

Professional Code
(chapter C-26, s. 93, pars. *g* and *h*, and s. 94, par. *p*)

DIVISION I TERMS AND CONDITIONS OF PRACTICE

1. An agrologist may carry on professional activities within a partnership or joint-stock company within the meaning of Chapter VI.3 of the Professional Code (chapter C-26), if

(1) more than 50% of the voting rights attached to the shares of the partnership or joint-stock company are held by

(a) at least one agrologist;

(b) a legal person, trust or any other enterprise whose voting rights attached to the shares or other rights are held wholly by at least one agrologist; or

(c) both a person, a trust or other enterprise referred to in subparagraphs a and b;

(2) a majority of the directors of the joint-stock company, the partners or, where applicable, the managers appointed by the partners to manage the activities of the limited liability partnership are agrologists;

(3) the board of directors or, where applicable, the internal management board, is formed of a majority of agrologists who constitute at all times the majority of the quorum of such boards; and

(4) the chair of the board of directors of the joint-stock company or the person who performs similar duties within the limited liability partnership is an agrologist.

An agrologist must ensure that the conditions set out in the first paragraph appear in the articles of constitution of the joint-stock company or are stipulated in the contract constituting the limited liability partnership, in the unanimous shareholders' agreement or in any other document relating to the constitution and operation of the partnership or joint-stock company. The agrologist must also ensure that it is also provided that the partnership or joint-stock company is constituted for the purposes of carrying on professional activities.

2. An agrologist may carry on professional activities within a partnership or joint-stock company referred to in section 1 that does not hold itself out to be a partnership or joint-stock company of agrologists if

(1) more than 50% of the voting rights attached to the shares of the partnership or joint-stock company are held by

- (a) professionals governed by the Professional Code;
- (b) persons holding a legal authorization to practice the profession issued in another Canadian province or territory;
- (c) a legal person, trust or any other enterprise whose voting rights attached to the shares or other rights are held in a majority by a person or a number of persons referred to in subparagraphs *a* and *b*; or
- (d) both a person, a trust or other enterprise referred to in subparagraphs *a* to *c*;

(2) a majority of the directors of the joint-stock company, the partners or, where applicable, the managers appointed by the partners to manage the activities of the limited liability partnership are persons referred to in subparagraphs *a* and *b* of subparagraph 1; and

(3) the board of directors or, where applicable, the internal management board, is constituted of persons referred to in subparagraphs *a* and *b* of subparagraph 1 who constitute at all times the majority of the quorum of such boards.

An agrologist must ensure that the conditions set out in the first paragraph appear in the articles of constitution of the joint-stock company or are stipulated in the contract constituting the limited liability partnership, in the unanimous shareholders' agreement or in any other

document relating to the constitution and operation of the partnership or joint-stock company. The agrologist must also ensure that it is also provided that the partnership or joint-stock company is constituted for the purposes of carrying on professional activities.

3. An agrologist who is struck off the roll for more than 90 days or whose permit has been revoked may not, during the period of the striking off or revocation, be a director, officer or representative of the partnership or joint-stock company and may not directly or indirectly hold any share in the partnership or joint-stock company.

4. An agrologist may carry on professional activities within a partnership or joint-stock company only after transmitting to the Order:

(1) a declaration complying with the provisions of section 5 with the fees prescribed by the board of directors of the Order;

(2) where applicable, a certified true copy of the declaration from the competent authority indicating that the general partnership has been continued as a limited liability partnership;

(3) an irrevocable written authorization from the partnership or joint-stock company entitling a person, a committee, a disciplinary body or a tribunal referred to in section 192 of the Professional Code to require any person to produce a document mentioned in section 13;

(4) a written document from a competent authority certifying that the partnership or joint-stock company complies with the security requirements of Division III;

(5) a written document from a competent authority certifying that the partnership or joint-stock company is duly registered in Québec; and

(6) a written document from a competent authority certifying that the partnership or joint-stock company maintains an establishment in Québec.

5. The declaration provided for in subparagraph 1 of the first paragraph of section 4 must be made on the form provided by the Order and contain

(1) the name of the partnership or joint-stock company and any other names used in Québec and the business number assigned to it by the competent authority;

(2) the agrologist's name and home address, member number and status within the partnership or joint-stock company;

(3) the legal form of the partnership or joint-stock company;

(4) in the case of a joint-stock company, the address of the head office of the company and establishments in Québec, the names and home addresses of the shareholders with voting rights, the names and home addresses of the directors and officers of the joint-stock company, and the professional order or equivalent body of which they are members, if applicable;

(5) in the case of a limited liability partnership, the address of the establishments of the partnership in Québec, specifying the address of the principal establishment, the names and home addresses of the partners and, where applicable, the names and home addresses of the managers appointed by the partners to manage the partnership, whether or not they reside in Québec, and the professional order or equivalent body of which they are members, if applicable; and

(6) an attestation certifying that the shares held and the rules of administration of the partnership or joint-stock company comply with the conditions set out in this Regulation.

6. To retain the right to carry on professional activities within a partnership or joint-stock company, an agrologist must update the declaration referred to in subparagraph 1 of the first paragraph of section 4 and provide the declaration to the Order, before 31 March of each year.

The agrologist must also inform the Order without delay of any change in the security under Division III or in the information provided in the declaration under section 4 that may affect compliance with the conditions set out in this Regulation.

DIVISION II **REPRESENTATIVE**

7. If two or more agrologists carry on professional activities within the same partnership or joint-stock company, a representative must be designated to act on behalf of all the agrologists in order to comply with the terms and conditions provided for in sections 4 and 6.

The representative must be a member of the Order carrying on professional activities within the partnership or joint-stock company and be a shareholder and director of the board of directors or a partner and a manager appointed to manage the partnership or joint-stock company.

Except for the information provided for in paragraph 2 of section 5, the representative must ensure the accuracy of the information provided in the declaration.

The representative is also designated by the agrologists carrying on professional activities within a partnership or joint-stock company to reply to requests made by the syndic, an inspector, an investigator or any other representative of the Order and to provide, where applicable, the documents that the agrologists are required to submit.

8. Where an agrologist becomes aware that a condition set out in section 1 or 2 is no longer met, the agrologist must, within 21 days, make sure the situation is remedied, failing which the agrologist is no longer authorized to carry on activities within the partnership or joint-stock company.

DIVISION III **PROFESSIONAL LIABILITY COVERAGE**

9. To be authorized to carry on professional activities within a partnership or joint-stock company in accordance with this Regulation, an agrologist must furnish and maintain security for that partnership or joint-stock company, by an insurance or suretyship contract, by participation in group insurance contracted by the Order or by subscribing to a professional liability insurance fund established in accordance with section 86.1 of the Professional Code, against the liability that the partnership or joint-stock company may incur as the result of a fault on the part of the agrologists committed while practising within the partnership or joint-stock company.

10. The security must include the following minimum conditions:

(1) coverage of at least \$1,000,000 per claim and of at least \$3,000,000 for all claims filed against the partnership or joint-stock company during a coverage period of 12 months; the amount must be of at least \$4,000,000 when the partnership or joint-stock company has four or more agrologists;

(2) an undertaking by the insurer or surety to pay in lieu of the partnership or joint-stock company, up to the amount of the security, any sum that the partnership or joint-stock company may be legally bound to pay in damages to a third person on a claim filed during the coverage period and arising from fault on the part of the agrologist committed while practising within the partnership or joint-stock company;

(3) an undertaking by the insurer or surety to take up the cause of the partnership or joint-stock company and defend it in any action against it and to pay, in addition to the amounts covered by the security, all costs and expenses of proceedings against the partnership or joint-stock company, including the costs of the inquiry and defence and the interest on the amount of the security;

(4) an undertaking by the insurer or surety to extend the security to any claim filed against the partnership or joint-stock company within 5 years following the end of the coverage;

(5) an undertaking by the insurer or surety to provide the secretary of the Order with a 30-day notice prior to any cancellation or amendment to the security if the amendment affects a condition set out in this section or to any non-renewal of the security.

11. The suretyship contract must be entered into with a bank, savings and credit union, trust or insurance company domiciled in Canada. The surety must also maintain sufficient property in Québec to honour the coverage provided for in this Chapter.

The surety must undertake to provide security in accordance with the conditions of this Chapter and to pay the amount due on behalf of the partnership or joint-stock company by waiving the benefit of division and discussion, up to the amount of the coverage.

DIVISION IV ADDITIONAL INFORMATION

12. Where a general partnership is continued as a limited liability partnership or where a joint-stock company is constituted, agrologists who carry on professional activities within the partnership or joint-stock company must, on the date of the constitution or continuation, send a notice to their clients informing them of the nature and effects of the status change of the partnership or joint-stock company, in particular with respect to the agrologist's professional liability and that of the partnership or joint-stock company.

13. The documents that may be required from the partnership or joint-stock company pursuant to subparagraph 3 of the first paragraph of section 4 are the following:

(1) if the agrologist carries on professional activities within a joint-stock company:

(a) an up-to-date register of the articles of constitution and by-laws of the joint-stock company;

(b) any unanimous shareholder's agreement, voting agreements and amendments;

(c) the declaration of registration and certificate of constitution of the joint-stock company and any update;

(d) an up-to-date register of the securities of the joint-stock company;

(e) an up-to-date register of the directors of the joint-stock company;

(f) an up-to-date list of the principal officers of the joint-stock company and their home addresses;

(2) if the agrologist carries on activities within a limited liability partnership:

(a) the partnership agreement and amendments;

(b) the declaration of registration of the partnership and any update;

(c) an up-to-date register of the partners;

(d) where applicable, an up-to-date register of the managers of the partnership; and

(e) a list of the principal officers of the partnership and their home addresses.

DIVISION V TRANSITIONAL AND FINAL

14. An agrologist carrying on professional activities within a joint-stock company constituted for the purpose before the date of coming into force of this Regulation must comply with the requirements set out in this Regulation at the latest within 1 year following that date.

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

3542

Draft Regulation

Professional Code
(chapter C-26)

Physiotherapy

— Certain professional activities in physiotherapy — 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 in physiotherapy, adopted by the board of directors of the Ordre professionnel de la physiothérapie 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 determines, among the professional activities that may be engaged in by physical therapists and physical rehabilitation therapists, those that may be engaged in by a person for the completion of the compensatory measures prescribed by the Règlement sur la délivrance d'un permis de l'Ordre professionnel de la physiothérapie du Québec pour donner effet à l'arrangement conclu par l'Ordre en vertu de l'Entente entre le Québec et la France en matière de reconnaissance mutuelle des qualifications professionnelles, as well as those that may be engaged in by physical therapists for the completion of training provided for in the Règlement sur des activités de formation des physiothérapeutes pour procéder à des manipulations vertébrales et articulaires (chapter C-26, r. 192.1).

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

Further information may be obtained by contacting Marie-France Salvat, advocate at the legal service of the Ordre professionnel de la physiothérapie du Québec, 7151, rue Jean-Talon Est, bureau 1000, Anjou (Québec) H1M 3N8; telephone: 514 351-2770; toll-free number: 1 800 361-2001; fax: 514 351-2658; email: physio@oppq.qc.ca

Any person wishing to comment on the matter 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 to amend the Regulation respecting certain professional activities in physiotherapy

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

1. The Regulation respecting certain professional activities in physiotherapy (chapter C-26, r. 193) is amended by inserting the following after section 2:

“**2.1.** Among the professional activities that may be engaged in by physical therapists or physical rehabilitation therapists, the activities required for the completion of the compensatory measures that would allow a person to obtain a licence may be engaged in by a person referred

to in sections 2 and 3 of the Règlement sur la délivrance d'un permis de l'Ordre professionnel de la physiothérapie du Québec pour donner effet à l'arrangement conclu par l'Ordre en vertu de l'Entente entre le Québec et la France en matière de reconnaissance mutuelle des qualifications professionnelles (*insert the date of coming into force of this Regulation*), on the condition that the person does so under the supervision of a teacher or training supervisor who is available to intervene at short notice.”.

2. Section 3 is amended by replacing “and 2” in the first paragraph by “, 2 and 2.1”.

3. The following is inserted after section 3.1:

“**3.2.** A physical therapist may, within the scope of the training provided for in the Règlement sur des activités de formation des physiothérapeutes pour procéder à des manipulations vertébrales et articulaires (chapter C-26, r. 192.1), perform spinal and joint manipulations in the presence of a training instructor or training supervisor, physical therapist, who holds a certificate allowing the practice of the activity referred to in subparagraph *i* of paragraph 3 of section 37.1 of the Professional Code and who has more than 2 years of experience.”.

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

3544

Draft Regulation

Professional Code
(chapter C-26)

Disciplinary councils of professional orders — Rules of evidence and practice for the conduct of proceedings relating to complaints lodged

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Rules of evidence and practice for the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders, made by the Office des professions 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 determines the rules of evidence and practice for the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders.

There are no impacts on enterprises, including small and medium-sized businesses.

Further information may be obtained by contacting Jean-Luc Hunlédé, Direction des affaires juridiques, Office des professions du Québec, 800, place D'Youville, 10^e étage, Québec (Québec) G1R 5Z3; telephone: 418 643-6912 or 1 800 643-6912; fax: 418 643-0973.

Any person wishing to comment on the matter 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 interested persons, departments and bodies.

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

Rules of evidence and practice for the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders

Professional Code
(chapter C-26, s. 184.3)

DIVISION I SCOPE AND PURPOSE

1. These Rules apply to the conduct of proceedings relating to complaints lodged with the disciplinary councils of professional orders.

The purpose of the Rules is to promote the expeditious handling of complaints and related proceedings in keeping with the principles of natural justice.

DIVISION II GENERAL PROVISIONS

2. Articles 6 to 8 of the Code of Civil Procedure (chapter C-25) apply, with the necessary modifications, to determine non-judicial days and compute time limits.

3. Each party must inform the secretary of the disciplinary council

(1) of a change of address, telephone number and, as the case may be, electronic address and fax number; and

(2) of the name of the advocate who, as the case may be, represents or assists the party, and indicate the advocate's address, telephone number, electronic address and fax number.

DIVISION III COMPLAINTS

4. Every complaint lodged against a professional must be made in writing, supported by the oath of the complainant and, where applicable, a notice of disclosure of the exhibits invoked in its support. The complaint must set out concisely the facts on which it is based.

In addition to what is provided for in sections 127 and 129 of the Professional Code (chapter C-26), the complaint must indicate

(1) the name and address of the complainant, his or her telephone number, electronic address and, where applicable, fax number; and

(2) the name, title and address of the respondent.

The complaint must be sent to the secretary of the disciplinary council at the head office of the order by any means of transmission providing the original document.

5. The date of filing of a complaint is the date on which the secretary of the disciplinary council receives it.

The secretary of the disciplinary council allows a complainant whose complaint does not comply with section 4 to complete the complaint, failing which the complaint is refused.

6. Where a person other than a syndic lodges a complaint, the secretary of the disciplinary council sends the person, within 10 days from the reception of the complaint, an acknowledgement of receipt indicating the record number attributed to the complaint and a copy of this Regulation.

DIVISION IV APPLICATIONS AND OTHER PROCEEDINGS

7. Every application to the disciplinary council must be made in writing, and notified to the opposite party and the secretary of the disciplinary council by any means of transmission providing the original document, not less than 5 clear days before the date of the hearing.

A request may be presented orally during the hearing, if the disciplinary council authorizes it.

8. The disciplinary council proceeds with the hearing of a request in the presence of the parties. Where possible and with the consent of the parties, the disciplinary council may hear a request by telephone conference call, videoconference or any other appropriate means of communication.

9. All proceedings must be legibly written on one side only of a sheet measuring 21.59 cm by 27.94 cm (8.5 in. x 11 in.), must indicate the names of the parties and the record number, and must state their purpose and the conclusions sought. The proceedings must be accompanied by, where applicable, the exhibits invoked in their support. They are notified to the other party and the secretary of the disciplinary council.

DIVISION V POSTPONEMENT

10. The disciplinary council may, for cause, upon its own initiative or upon application by one of the parties, postpone the hearing to another date.

The disciplinary council may attach certain conditions to the postponement.

11. As soon as the reasons to be invoked are known, the party wishing to postpone the hearing must submit a written application to the disciplinary council. The request is sent to the secretary of the disciplinary council and notified to the other party.

A postponement may be granted if it is based on serious grounds.

No postponement is granted solely by the consent of the parties.

DIVISION VI CESSATION OF REPRESENTATION BY AN ADVOCATE

12. Before a date of hearing has been set, an advocate who wishes to cease representing a party may do so after notifying the party, the other parties and the secretary of the disciplinary council.

If a date of hearing has been set, the advocate cannot cease representing the party, nor may another advocate be brought in as a substitute, without the authorization of the council.

DIVISION VII CASE MANAGEMENT CONFERENCE

13. The chair of a disciplinary council that holds a case management conference in accordance with section 143.2 of the Professional Code may do so in the presence of the parties or by telephone conference call, videoconference or any other appropriate means of communication.

14. The minutes of a case management conference drawn up by the secretary of the disciplinary council must record the discussions held and the decisions made during the conference. The minutes set out the specific terms and conditions of management of the hearing agreed to by the parties, where applicable, the procedure and time limit for the disclosure of exhibits and other evidence, the list of witnesses and the subject of the testimonies.

The secretary of the disciplinary council sends a copy of the minutes to the parties, who are bound by their content.

DIVISION VIII DISCLOSURE OF EXHIBITS AND OTHER EVIDENCE

15. Unless the procedure and the time limit for the disclosure of exhibits and other evidence are determined during the case management conference, a party who intends to refer to an exhibit in its possession at the hearing, whether the exhibit be real evidence or a document, must communicate it in accordance with the provisions of this Division.

16. A party who intends to refer to an exhibit in its possession at the hearing must, not less than 15 days before the hearing, forward a copy to the other party and to the Bureau des présidents des conseils de discipline and file 6 copies at the hearing.

Documents written in a language other than French or English must be accompanied with a translation in French or in English. The translation must be certified to be true to the original by a translator who is a member of the Ordre des traducteurs, terminologues et interprètes agréés du Québec or, if the translator is not from Québec, by a translator recognized as such by the competent authority in the translator's province or country.

17. A party that is unable to deliver a copy of an exhibit, because of circumstances or the nature of the exhibit, is required to provide access to the exhibit by some other means not less than 15 days before the hearing.

18. A party may, before a hearing, request the other party to file an exhibit in its possession for examination, whether the exhibit be real evidence or a document.

If the party refuses or disagrees, the president of the disciplinary council issues any appropriate orders.

19. If it is relevant and offers reasonable safeguards of reliability, hearsay evidence is admissible, including at the hearing of a request for immediate provisional striking off the roll or immediate provisional restriction of the right to engage in professional activities.

20. Unless the disciplinary council decides otherwise, a party who intends to adduce an expert's report as evidence must, not less than 15 days before the hearing, send the other party a copy of the report and the résumé of the expert. The party must also file proof of the communication with the other party to the secretary of the disciplinary council.

21. In the absence of a report and unless the disciplinary council decides otherwise, an expert witness may be heard provided that, not less than 15 days before the hearing, the party who intends to have the expert witness testify sends the other party a sufficiently reasoned and detailed summary of the expert's testimony and a résumé evidencing the expert's professional competence. The party must also file with the secretary of the disciplinary council proof of the communication with the other party.

DIVISION IX SUMMONING WITNESSES

22. Articles 280 and 284 of the Code of Penal Procedure apply, with the necessary modifications, to the summoning of witnesses in accordance with section 146 of the Professional Code.

DIVISION X HEARING ROLL

23. A hearing roll held by the secretary of a disciplinary council in accordance with section 120.1 of the Professional Code must mention:

- (1) the names of the members of the disciplinary council, indicating the member who is the chair;
- (2) the record number;
- (3) the names of the parties and, where applicable, the names of their advocates;
- (4) the object of the complaint;
- (5) the object of the hearing;
- (6) the date and time of the hearing;
- (7) the place of the hearing, indicating the room, where applicable.

DIVISION XI HEARING AND DECISION

24. The chair of the disciplinary council sees to the orderly progress of the hearing.

25. Persons attending the hearing must behave with dignity and respect. They must not interfere with the conduct of the hearing or do anything that would adversely affect the decorum and good order.

The following, among other things, are prohibited: practice of photography, making of audio or video recordings and the use of pagers and cellular telephones in a resonant mode.

26. The secretary of the disciplinary council or any other person designated by the secretary draws up the minutes of the hearing.

In addition to what is set out in section 153 of the Professional Code, the minutes include the following information:

- (1) the names of the members of the disciplinary council, indicating the member who is the chair;
- (2) the record number;
- (3) the name of the person who draws up the minutes;
- (4) the name of the person who makes the recording and the means of recording;
- (5) the names and addresses of the parties and an indication that they swore an oath;
- (6) the names and addresses of the parties' advocates, where applicable;
- (7) the names and addresses of the witnesses heard and an indication that they swore an oath;
- (8) the date, place and time of the beginning and the end of the hearing;
- (9) the date and time of any stay or resumption of the hearings;
- (10) the surname and first name of any interpreter and an indication that the interpreter swore an oath;
- (11) the presence or absence of the parties;
- (12) a plea of guilty, where applicable;
- (13) the various steps of the hearing;
- (14) the code and a description of the exhibits filed;
- (15) the incidents and objections;

- (16) the orders and decisions rendered at the hearing;
- (17) the admissions, agreements and undertakings of the parties;
- (18) the date the matter is taken under advisement.

DIVISION XII
FINAL

27. 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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Notices

Notice

Natural Heritage Conservation Act
(chapter C-61.01)

Tyre-Macfarlane 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 and the Fight Against Climate Change has recognized as a nature reserve a private property situated on the territory of the Municipality of Potton Township, Regional County Municipality of Memphrémagog, known and designated as a part of the lot number 736 and as two parts of the lot number 741 of the Potton Township cadastre, Brome registry division. This property covering an area of 12,17 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 Ecology and conservation

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Abbreviations: **A**: Abrogated, **N**: New, **M**: Modified

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