

# Gazette officielle du Québec

## Part 2 Laws and Regulations

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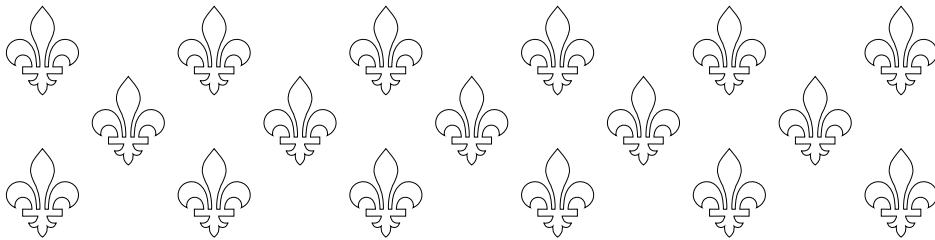
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# NATIONAL ASSEMBLY

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SECOND SESSION

THIRTY-FIFTH LEGISLATURE

Bill 33  
(1996, chapter 32)

**An Act respecting prescription  
drug insurance and amending  
various legislative provisions**

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**Introduced 15 May 1996  
Passage in principle 12 June 1996  
Passage 19 June 1996  
Assented to 20 June 1996**

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## EXPLANATORY NOTES

*This bill establishes a basic prescription drug insurance plan designed to provide all persons in Québec with reasonable and fair access to the medications required by their state of health.*

*Under the plan, every person residing in Québec who is registered with the Régie de l'assurance-maladie du Québec (the "Board") will benefit from basic coverage for the cost of pharmaceutical services and medications. Coverage will be provided by the Board for all persons who currently benefit from the pharmaceutical services plan administered by the Board and for persons who do not qualify for membership in a group to which a group insurance contract or employee benefit plan applies. Coverage for all other eligible persons will be provided by insurers transacting group insurance and by private-sector employee benefit plans.*

*The bill sets out the contributions to be made to the financing of the basic plan by the persons covered, who may be required to pay a co-insurance amount of not more than 25% of the cost of the pharmaceutical services and medications provided up to a maximum contribution of \$750 for a one-year reference period.*

*Under the bill, basic plan coverage is mandatory. Persons qualifying for membership in a group to which a group insurance contract or employee benefit plan including basic plan coverage applies are required to join the group and ensure coverage for their spouse, their children and, in certain cases, any handicapped persons domiciled with them. No group insurance contract or employee benefit plan providing coverage for accident, illness or invalidity may be established unless it also includes coverage for pharmaceutical services and medications at least equal to the coverage under the basic plan.*

*With respect to the coverage provided by the Board, the bill fixes the amount of the premium and the deductible amount and provides for reduced premiums, deductibles and maximum contributions for*

*low-income families. The Government is given the power to change the amount of the premium and the deductible annually.*

*With respect to the coverage provided under group insurance contracts or employee benefit plans, the bill provides that premiums and contributions will, where applicable, continue to be determined by the parties. The bill also contains provisions to ensure continuity of coverage.*

*The risks borne under group insurance contracts and employee benefit plans will be pooled using the methods determined by the insurers and plan administrators concerned and communicated to the Minister. If not so determined, the methods will be determined by the Government.*

*The bill requires the Minister of Health and Social Services to draw up a medication policy, the main objectives of which are set out in the bill, and authorizes the Minister to establish an advisory group in connection with the policy.*

*The bill reiterates, with some changes, the provisions of the Health Insurance Act relating to the list of medications. The list will be used as a reference for all the medications covered by the Board and by group insurance contracts and employee benefit plans; only the Board, however, will be bound by the prices set out in the list. The provisions concerning the advisory council known as the Conseil consultatif de pharmacologie are also reiterated in the bill, although the composition of the council is changed to include a pharmacoeconomics expert and a representative of the Minister.*

*A review committee on the use of medications is established, with the function of promoting the appropriate use of medications. The review committee will include representatives of various areas of medical practice, pharmacists and academics, and will, in particular, ensure that use review procedures for medications are assessed.*

*The bill requires the Minister to make a report to the Government, three years after the bill comes into force, on its implementation. The report will be tabled in the National Assembly and examined by the appropriate parliamentary committee.*

*Provisions are inserted into the Act respecting the Régie de l'assurance-maladie du Québec to govern collection of the premium for coverage provided by the Board, and the applicable reductions. The provisions will be applied by the Minister of Revenue.*

*The same Act is also amended to create the prescription drug insurance fund into which the amounts paid to the Minister of Revenue or recovered by the Board in connection with the prescription drug insurance plan will be paid, and out of which the amounts required to pay for the services and medications covered by the Board as regards its new clientele will be taken, together with administration and interest charges.*

*Lastly, the bill includes consequential amendments and penal provisions.*

**LEGISLATION AMENDED BY THIS BILL:**

- Health Insurance Act (R.S.Q., chapter A-29);
- Act respecting the Commission des affaires sociales (R.S.Q., chapter C-34);
- Act respecting the Régie de l'assurance-maladie du Québec (R.S.Q., chapter R-5);
- Act respecting health services and social services (R.S.Q., chapter S-4.2);
- Act respecting health services and social services for Cree Native persons (R.S.Q., chapter S-5);
- Act to amend the Health Insurance Act (1992, chapter 19).



## Bill 33

### **An Act respecting prescription drug insurance and amending various legislative provisions**

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

#### CHAPTER I

##### ESTABLISHMENT AND PURPOSE

**1.** A basic prescription drug insurance plan is hereby established.

**2.** The purpose of the basic plan is to ensure that all persons in Québec have reasonable and fair access to the medication required by their state of health.

To that end, the plan provides for a minimum level of coverage for the cost of pharmaceutical services and medications, and for the financial contribution required of persons or families covered by the plan depending, in particular, on their economic situation.

**3.** Coverage under the basic plan shall be provided by the Régie de l'assurance-maladie du Québec, hereinafter referred to as the Board, or by the insurers transacting group insurance or the administrators of private-sector employee benefit plans, as provided by this Act.

**4.** “Insurer” means a legal person holding a licence issued by the Inspector General of Financial Institutions that authorizes it to transact insurance of persons in Québec.

“Employee benefit plan” means a funded or unfunded uninsured employee benefit plan that provides coverage that may otherwise be obtained under an insurance contract of insurance of persons.

## CHAPTER II

### BASIC PLAN COVERAGE

#### DIVISION I

##### ELIGIBILITY

**5.** Every person who is a resident of Québec within the meaning of the Health Insurance Act (R.S.Q., chapter A-29) and who is duly registered with the Board in accordance with that Act is eligible for the basic plan.

**6.** The classes of persons determined by government regulation who are otherwise entitled to coverage under another Act of Québec, an Act of the Parliament of Canada or the laws of another province of Canada or another country or under a program administered by a government or by a government department or agency that is determined by government regulation to be at least equivalent to the coverage of the basic plan, are not covered by the basic plan.

#### DIVISION II

##### COVERAGE

**7.** The basic plan provides coverage to every eligible person for the cost of pharmaceutical services and medications provided in Québec, to the extent provided for in this Act, regardless of the risk associated with that person's state of health.

**8.** Coverage under the basic plan includes, to the extent provided for by this Act, the services required to fill or renew a prescription and the medications entered on the list of medications drawn up by the Minister under section 60, when provided in Québec by a pharmacist on the prescription of a physician, a medical resident or a dentist. Certain medications on the list, specified by government regulation, shall be covered only in the cases, on the conditions and for the therapeutic indications determined in the regulation.

The same coverage applies when a person obtains medications in a pharmacy outside Québec from a person legally authorized to practise as a pharmacist in the place concerned and with whom the Board has entered into an individual agreement for that purpose, if the pharmacy is situated in a region bordering on Québec and if no pharmacy situated in Québec within a radius of 32 kilometres of that pharmacy provides services to the public.

In addition, coverage includes, in the cases and on the conditions and for the classes of persons determined by government regulation, the medications specified in the regulation that are provided as part of the services provided by an institution within the meaning of the Act respecting health services and social services (R.S.Q., chapter S-4.2) or the Act respecting health services and social services for Cree Native persons (R.S.Q., chapter S-5) or any other institution recognized for that purpose by the Minister that is situated outside Québec in a region bordering on Québec.

**9.** Coverage under the basic plan does not include the cost of pharmaceutical services and medications that an eligible person may obtain, and to which that person is otherwise entitled, pursuant to an Act of Québec, an Act of the Parliament of Canada or the laws of another province of Canada or another country, or under a program administered by a government or by a government department or agency.

### DIVISION III

#### FINANCIAL PARTICIPATION

**10.** Unless exempted by the Act, an eligible person must pay any applicable annual premium or assessment.

**11.** A person may be required to make a contribution towards the payment of the cost of the pharmaceutical services and medications provided each time a prescription is filled or renewed, until the maximum contribution for the reference period is reached. The contribution may consist of a deductible amount and a co-insurance payment.

The deductible amount is the portion of the cost of pharmaceutical services and medications borne entirely by the person covered by the plan during the reference period.

The coinsurance payment is the portion of the cost of pharmaceutical services and medications borne by the person covered by the plan until the maximum contribution is reached.

The maximum contribution is the total amount borne by the person covered beyond which the cost of pharmaceutical services and medications is borne entirely by the Board or by an insurer or employee benefit plan, as the case may be.

**12.** The coinsurance percentage to be borne by an eligible person shall not exceed 25% of the cost of pharmaceutical services and medications.

**13.** The maximum contribution for a reference period of one year shall not exceed \$750 per adult; this amount includes any amounts paid by the adult as a deductible amount and coinsurance payment for a child of the adult or a person suffering from a functional impairment who is domiciled with the adult.

**14.** If a change occurs in an eligible person's situation, the contribution to be paid is the contribution applicable to the person's new situation at the time of obtaining a pharmaceutical service or medication.

### CHAPTER III

#### APPLICATION OF THE BASIC PLAN

##### DIVISION I

###### MANDATORY NATURE OF PLAN

**15.** The Board shall provide coverage for the following eligible persons:

(1) persons 65 years of age or over who are not members of a group insurance contract or employee benefit plan applicable to a group of persons determined on the basis of current or former employment status, profession or habitual occupation and that includes basic plan coverage, and who are not beneficiaries under such a contract or plan;

(2) persons or families receiving benefits under a last resort assistance program pursuant to the Act respecting income security (R.S.Q., chapter S-3.1.1), or receiving an allowance paid under the second paragraph of section 67 of the Social Aid Act (1969, chapter 63), and holding a valid claim booklet issued by the Minister of Income Security pursuant to section 70 of the Health Insurance Act;

(3) persons 60 years of age or over and less than 65 years of age who hold a valid claim booklet issued by the Minister of Income Security pursuant to section 71 of the Health Insurance Act;

(4) all other eligible persons who are not required to become members of a group insurance contract or employee benefit plan

applicable to a group of persons determined on the basis of current or former employment status, profession or habitual occupation, and in whose respect no person is required, in accordance with section 18, to ensure coverage as beneficiaries under such a contract or plan.

**16.** All eligible persons, other than persons to whom paragraphs 1 to 3 of section 15 apply, who by reason of current or former employment status, profession or habitual occupation qualify for membership in a group to which a group insurance contract or employee benefit plan including coverage for the cost of pharmaceutical services and medications applies, must become members of that group for at least the basic plan coverage.

The obligation to become a member of such a group does not apply to a person who, as a spouse, a child or a person suffering from a functional impairment, benefits from coverage for the cost of pharmaceutical services and medications under a group insurance contract or employee benefit plan referred to in the first paragraph.

**17.** For the purposes of this Act,

(1) “child” means

(1) an eligible person under 18 years of age in whose respect a person exercises parental authority;

(2) a spouseless eligible person 25 years of age or under who attends an educational institution on a full-time basis as a duly registered student, and in whose respect a person would exercise parental authority were the person a minor;

“person suffering from a functional impairment” means a spouseless eligible person of full age suffering from a functional impairment, referred to in a government regulation, that has existed since before the person’s eighteenth birthday, who receives no benefits under a last resort assistance program pursuant to the Act respecting income security, and who is domiciled with a person who would exercise parental authority were the person a minor;

“educational institution” means a legal person or a body providing instruction at the secondary, college or university level;

(2) “spouse” must be construed in accordance with section 2.2.1 of the Taxation Act (R.S.Q., chapter I-3).

**18.** Eligible persons other than persons to whom section 15 applies must ensure that the same coverage is provided to the following persons as beneficiaries of the group insurance contract or employee benefit plan of which they are members by reason of current or former employment status, profession or habitual occupation:

(1) their children;

(2) persons suffering from a functional impairment who are domiciled with them.

Such persons must also ensure that the same coverage is provided to their spouse, unless the latter is already a beneficiary under a group insurance contract or employee benefit plan referred to in the first paragraph.

The same applies to persons 65 years of age and over who are members of a group insurance contract or employee benefit plan referred to in paragraph 1 of section 15.

## DIVISION II

### PROVISIONS APPLICABLE TO PERSONS COVERED BY THE BOARD

#### § 1. — *Registration*

**19.** Persons to whom paragraph 4 of section 15 applies must register with the Board on the conditions and in the manner prescribed by government regulation.

Where pharmaceutical services or medications are provided to persons referred to in the said paragraph 4 who are not duly registered with the Board, they may apply to the Board for the reimbursement of the cost of the services or medications in the manner prescribed in section 33, provided that they register with the Board and that the services and medications were provided in the three months preceding registration.

**20.** Persons to whom paragraphs 1, 3 and 4 of section 15 apply must register their children and persons suffering from a functional impairment who are domiciled with them with the Board, unless another person is required to ensure that coverage is provided to the children or to the impaired persons as beneficiaries under a group insurance contract or employee benefit plan.

**21.** Any change relating to the information provided in support of the registration of a person, a child of the person or a person suffering from a functional impairment who is domiciled with the person must be notified to the Board, by the person, within 30 days of the change.

§ 2. — *Coverage*

**22.** The Board shall pay the cost of the pharmaceutical services determined by government regulation according to the tariff established by an agreement under section 19 of the Health Insurance Act, in addition to the cost of the services rendered to fill or renew a prescription.

It shall also pay the cost of medications according to the price indicated in the list of medications drawn up by the Minister pursuant to section 60 and, with respect to medications provided by an institution, according to the price established in that list.

§ 3. — *Premium and contribution*

**23.** The amount of the annual premium for persons to whom coverage is provided by the Board shall be determined in accordance with section 37.6 of the Act respecting the Régie de l'assurance-maladie du Québec. It shall not exceed \$175 per eligible person.

The \$175 limit may be revised annually by government regulation.

**24.** The following persons are exempted from payment of the premium for a given month:

(1) a child in whose respect parental authority, during that month, was exercised by a person to whom paragraph 1, 3 or 4 of section 15 applies, or would have been exercised had the child been a minor;

(2) a person suffering from a functional impairment who, during that month, was domiciled with a person to whom section 15 applies;

(3) a person to whom paragraph 2 or 3 of section 15 applies.

**25.** Eligible persons who remain outside Québec during an entire calendar year, and who retain their status as residents of Québec under the Health Insurance Act despite their absence from Québec, are exempted from payment of the premium for that year in the cases and on the conditions prescribed by government regulation.

**26.** The deductible amount shall be \$100 per year, divided into equal parts for each quarter. The amount may be revised annually by government regulation.

**27.** The coinsurance percentage shall be 25%.

**28.** The maximum contribution shall be \$200 per year, divided into equal parts for each quarter, for

(1) persons 65 years of age and over receiving the maximum amount of guaranteed monthly income supplement under the Old Age Security Act (R.S.C. 1985, chapter O-9);

(2) persons to whom paragraph 2 or 3 of section 15 applies.

The maximum contribution shall be \$500 per year, divided into equal parts for each quarter, for persons 65 years of age and over who receive a fraction of the maximum amount of guaranteed monthly income supplement under the Old Age Security Act.

The maximum contribution shall be \$750 per year, divided into equal parts for each quarter, for all other persons.

**29.** Children and persons suffering from a functional impairment are exempted from the payment of any contribution.

**30.** A person referred to in section 15 shall, unless exempted, contribute towards the payment of the cost of the pharmaceutical services and medications provided,

(1) by paying, when a prescription is filled or renewed, all or part of the cost of the pharmaceutical services and medications obtained, according to the terms and conditions prescribed by government regulation, until the applicable deductible amount for the quarter has been reached;

(2) by paying, once the deductible amount has been reached, only the portion of the cost to be borne as a coinsurance payment with respect to the cost of the pharmaceutical services and medications obtained, until the maximum contribution fixed for the quarter has been reached.

**31.** Any person providing pharmaceutical services and medications covered by the basic plan to a person referred to in section 15 must require from that person payment of the applicable contribution.



**32.** Once the maximum contribution required from a person for the quarter has been entirely paid, the person is exempted, for the remainder of the quarter, from any payment to a pharmacist or institution, as the case may be, for pharmaceutical services and medications covered by the basic plan, unless the amount of the maximum contribution applicable at the time the pharmaceutical services and medications are provided is greater than the contribution paid up to that time as a result of a change in the person's situation.

**33.** When a person referred to in section 15 exacts payment from the Board, in accordance with section 12 of the Health Insurance Act, of the cost of covered pharmaceutical services and medications furnished by a non-participating pharmacist referred to in section 30 of that Act, or the reimbursement of the cost of pharmaceutical services and medications obtained without presenting a health-insurance card or claim booklet in accordance with section 13.1 of that Act, the Board shall

(1) apply the deductible amount applicable to the beneficiary to the payment or reimbursement;

(2) deduct from the payment or reimbursement the portion of the cost to be borne by the beneficiary in the form of a coinsurance payment for those services and those medications until the maximum contribution for the quarter has been reached.

### DIVISION III

#### COVERAGE BY THE PRIVATE SECTOR

##### § 1. — *Application*

**34.** This division applies to all persons eligible for the basic plan to whom section 15 does not apply. It also applies to insurers transacting group insurance and to the administrators of an employee benefit plan.

##### § 2. — *Obligations relating to coverage*

**35.** Despite any stipulation to the contrary, every group insurance contract and every employee benefit plan providing coverage for the cost of pharmaceutical services and medications in case of illness, accident or disability is deemed to provide basic plan coverage.

**36.** Despite any stipulation to the contrary, a group insurance contract or an employee benefit plan that includes basic plan coverage is divisible for that part of the coverage.

**37.** No person may, as regards the part of coverage corresponding to the basic plan, refuse to allow a person to become a member of a group insurance contract or employee benefit plan on the grounds of the specific risk associated with the age, sex or state of health of the person, the person's spouse or child, or a person suffering from a functional impairment who is domiciled with the person.

**38.** No insurer may, in transacting insurance of persons, conclude or maintain in force a group insurance contract including coverage for accident, illness or disability for a group of persons referred to in section 16 unless, for the duration of the contract, coverage at least equal to the coverage under the basic plan is provided to the group under the clauses of

(1) the contract ;

(2) a group insurance contract otherwise binding the policyholder ; or

(3) an employee benefit plan administered by or on behalf of the policyholder.

In addition, insurers must accept the membership of every eligible person 65 years of age or over who applies therefor and of every eligible person required to become a member of such a contract pursuant to section 16, as regards basic plan coverage, on payment of the applicable premium.

Such insurers must also provide coverage to the persons to whom an eligible person referred to in the second paragraph is required, under section 18, to ensure that coverage is provided.

**39.** No person may establish or maintain in force an employee benefit plan including coverage for accident, illness or disability for a group of persons referred to in section 16 unless, for the period of application of the plan, coverage at least equal to the coverage under the basic plan is provided to the group under the clauses of

(1) the employee benefit plan ;

(2) an employee benefit plan otherwise binding the plan administrator; or

(3) a group insurance contract binding the plan administrator.

In addition, plan administrators must, as regards basic plan coverage, accept the membership of every eligible person 65 years of age or over who applies for membership and of every eligible person required to become a member of such a plan pursuant to section 16, on payment of the applicable contribution.

Such plan administrators must also provide coverage to the persons to whom an eligible person referred to in the second paragraph is required, under section 18, to ensure that coverage is provided.

**40.** Insurers must send to the Board, by way of electronic filing or of a computer-generated medium, in accordance with section 16.1 of the Act respecting the Régie de l'assurance-maladie du Québec, the information, prescribed by government regulation, that is required for the purposes of this Act in relation to a person's membership in a group insurance contract, in the manner determined by the regulation.

This section, adapted as required, applies to administrators of an employee benefit plan.

**41.** For the purposes of the basic plan, no person may, with respect to group insurance or an employee benefit plan, determine a group on the basis of the age, sex or state of health of plan members.

**42.** Where a group insurance contract or employee benefit plan includes coverage for the cost of pharmaceutical services and medications for a group of persons determined on the basis of current or former employment status, profession or habitual occupation, the insurer or plan administrator must provide coverage to all the persons having that current or former employment status, profession or habitual occupation.

In such a case, the insurer or plan administrator must provide coverage for all the persons to whom the members of the group are required to ensure that coverage is provided.

This section does not apply in the case of a person 65 years of age or over who elects not to become a member of such a contract.

### § 3. — *Pooling of risks*

**43.** All insurers transacting group insurance and all administrators of employee benefit plans who provide coverage for the cost of pharmaceutical services and medications must pool the risks arising from the basic plan coverage they provide according to the terms and conditions they determine.

The terms and conditions must be communicated by the representatives of the insurers and administrators, in writing, to the Minister not later than 1 November each year. Failing that, the terms and conditions shall be determined by government regulation for the period it indicates.

### § 4. — *Premiums and assessments*

**44.** The premium or assessment pertaining to basic plan coverage that is stipulated in a group insurance contract or employee benefit plan shall be negotiated or agreed to by the parties.

The same applies to any contribution in the form of a deductible amount or coinsurance payment, subject to sections 12 and 13.

### § 5. — *Continuity of coverage*

**45.** As regards basic plan coverage, every group insurance contract is renewed by operation of law each year on the contract's date of expiry, for the premium or assessment fixed pursuant to subdivision 4, unless the insurer, the policy-holder or the plan member has given notice to the contrary. Any notice of non-renewal or of a change in the premium or assessment from the insurer must be sent to the last known address of the plan member not later than 30 days preceding the date of expiry.

**46.** No insurer may, as regards that part of coverage that corresponds to the basic plan, invoke against a policy-holder, beneficiary or plan member any policy clause or Civil Code provision under which the insurer would otherwise be authorized to deny or reduce coverage.

**47.** No insurer may cancel a contract, with regard to the basic plan coverage, unless the policy-holder or the plan member fails to pay the premium or assessment. In such a case, the cancellation may not take effect until 30 days have elapsed since the date on which the insurer sent a notice of intent to the last known address of the policy-holder or plan member.

**48.** No administrator of an employee benefit plan may terminate basic plan coverage of the cost of pharmaceutical services and medications until 30 days have elapsed since the date on which the administrator sent a notice of intent to the last known address of all the members of the plan.

**49.** Where employees who are members of a group insurance contract or of an employee benefit plan providing basic plan coverage are involved in a lockout, strike or other work stoppage, the insurer or the administrator of the plan must maintain coverage during a period of at least 30 days from the date on which the lockout, strike or work stoppage began.

**50.** An eligible person must inform the insurer or the administrator of the employee benefit plan concerned of any change of address without delay. Where no notice of change of address has been received, the last address given by the plan member to the insurer or the administrator of the employee benefit plan is presumed accurate.

## CHAPTER IV

### ADMINISTRATIVE PROVISIONS

#### DIVISION I

##### POLICY RESPECTING MEDICATIONS

**51.** A policy respecting medications shall be drawn up by the Minister of Health and Social Services.

The policy shall endeavour to integrate the use of medications into the overall set of actions intended to improve the health and well-being of the population, in particular by means of a basic prescription drug insurance plan, and, subject to the availability of financial resources, shall pursue the following main objectives:

- (1) fair and reasonable access to the medications required by the state of health of each person;
- (2) appropriate use of medications;
- (3) better information and training for the public and health professionals;
- (4) the implementation of effective and efficient strategies and actions.

**52.** The Minister may establish an advisory group to advise the Minister on the policy, and designate its members.

## DIVISION II

### CONSEIL CONSULTATIF DE PHARMACOLOGIE

**53.** An advisory council on pharmacology, known as the Conseil consultatif de pharmacologie, is hereby established.

The advisory council shall be composed of a president and of six other members, of whom four must be experts in pharmacology, one an expert in pharmacoeconomics and one a representative of the Minister.

The president must be a physician and member of the Collège des médecins du Québec, or a pharmacist and member of the Ordre des pharmaciens du Québec.

**54.** The members of the advisory council shall be appointed by the Government for a term not exceeding three years and shall remain in office, at the expiry of their term of office, until reappointed or replaced.

**55.** The fees, allowances or salaries and, where applicable, additional salaries of the members of the advisory council shall be fixed by the Government, as shall the fees of any consultants and experts consulted by the advisory council.

**56.** The Minister shall assign a secretary to the advisory council together with the other public servants and employees necessary to its operations; they shall be selected from among the public servants and employees of the Ministère de la Santé et des Services sociaux.

**57.** The function of the advisory council shall be to assist the Minister in updating the list referred to in section 60 and, for that purpose, to advise the Minister on the therapeutic value of each medication and on the reasonableness of the price charged for it.

The functions of the advisory council shall also include making recommendations to the Minister on the use of medications and the evolution of prices and on any other matter submitted by the Minister to the council in the field of pharmacology.

**58.** In exercising its functions, the advisory council may require accredited manufacturers and wholesalers, or manufacturers and wholesalers who have applied for accreditation, to provide

information on the pharmacological and therapeutic aspects of a medication, and information on the price of the medications they offer for sale.

**59.** The advisory council shall have a right of access to the information obtained by the Board pursuant to section 20 of the Act respecting the Régie de l'assurance-maladie du Québec that it requires for the purposes of sections 63 and 65. Such information must not allow any eligible person to be identified.

### DIVISION III

#### LIST OF MEDICATIONS

##### § 1. — *Establishment and updating*

**60.** The Minister shall draw up a list of the medications the cost of which is covered by the basic plan. The list may also include certain supplies that the Minister considers essential for the proper administration of prescription drugs.

Only a medication from a manufacturer accredited by the Minister may be considered for entry on the list. However, the Minister may enter on the list the medication of a manufacturer who has not been granted accreditation if the medication is unique and essential.

The list shall, in particular, indicate generic names, brand names and manufacturer's names for each medication covered by the basic plan and the conditions on which the medication may be obtained from a manufacturer or wholesaler accredited by the Minister, and the manner in which the price of each medication provided as part of the services provided by an institution in accordance with the third paragraph of section 8 is established.

The list shall also, in cases where medications are provided by a pharmacist and coverage is provided by the Board, indicate the price of the medications sold by a manufacturer or wholesaler accredited by the Minister, the manner in which the price of each medication is established, and the maximum amount, where applicable, for which payment is covered under the basic plan, in the cases and on the conditions determined by the Minister.

The list shall also contain exceptional medications, determined by government regulation, the cost of which is covered by the basic plan in the cases and on the conditions prescribed in the regulation, in particular as regards therapeutic indications.

**61.** The list shall be updated periodically after consultation with the Conseil consultatif de pharmacologie.

The list and every update of the list shall be published by the Board in the manner it considers appropriate. They shall come into force on the date of publication by the Board.

§ 2. — *Accreditation of wholesalers and manufacturers*

**62.** The Minister may, for the purposes of the list of medications, grant accreditation to a manufacturer or wholesaler on the conditions he determines by regulation.

**63.** The Minister may, following a report from the Conseil consultatif de pharmacologie, temporarily withdraw accreditation from a drug manufacturer or wholesaler who fails to comply with the conditions or commitments prescribed by ministerial regulation.

In the case of a manufacturer, the withdrawal of accreditation shall entail the exclusion from the list of all the medications produced by the manufacturer for a period of three months.

In the case of a wholesaler, the Board, insurers and the administrators of employee benefit plans shall cease to reimburse the payment of the medications sold by the wholesaler, for a period of three months.

If the manufacturer or wholesaler has been subject to temporary discreditation in the five preceding years, the periods prescribed in the second and third paragraphs shall be extended to six months for any subsequent withdrawal.

**64.** A manufacturer or wholesaler referred to in section 63 shall, for the period of temporary withdrawal, repay to the Board,

(1) in the case of a manufacturer, the difference between the price paid by the Board and the price the manufacturer had undertaken to guarantee;

(2) in the case of a wholesaler, the difference between the price paid by the Board and the price corresponding to the wholesaler's commitment prescribed by ministerial regulation;

(3) in either case, the expenses incurred to advise health care professionals of the temporary withdrawal of recognition from the manufacturer or wholesaler.



The failure of a manufacturer or wholesaler to comply with the first paragraph is deemed to constitute a breach of commitment.

**65.** The Minister may also, following a report of the Conseil consultatif de pharmacologie, withdraw the accreditation of a manufacturer or wholesaler permanently if the manufacturer or wholesaler has, in the five preceding years, been subject to two temporary withdrawals and has again failed to comply with the conditions and commitments prescribed by ministerial regulation.

**66.** A manufacturer or wholesaler whose recognition has been permanently withdrawn may submit a new application for recognition. However, in addition to complying with the conditions prescribed by ministerial regulation, the manufacturer or wholesaler must, before being again granted recognition, repay the following amounts to the Board:

(1) in the case of a manufacturer, the difference between the price paid by the Board and the price the manufacturer had undertaken to guarantee;

(2) in the case of a wholesaler, the difference between the price paid by the Board and the price corresponding to the wholesaler's commitment prescribed by ministerial regulation;

(3) in either case, the expenses incurred to advise health care professionals of the permanent withdrawal of recognition from the manufacturer or wholesaler.

**67.** The Minister shall give prior notice of not less than 30 days of the acts alleged against a manufacturer or wholesaler before withdrawing accreditation.

The manufacturer or wholesaler may present observations before the expiry of the 30-day period.

**68.** A manufacturer or wholesaler whose accreditation has been temporarily or permanently withdrawn pursuant to section 63 or 65 may appeal to the Commission des affaires sociales within 30 days of notification of the decision.

**69.** A decision by the Minister to withdraw an accreditation shall take effect on the date of publication of a notice containing the decision in the *Gazette officielle du Québec*, and the three-month or six-month period of temporary withdrawal shall be calculated from that date.

**70.** No notice may be published by the Minister under section 69 before the expiry of the period of appeal provided for in section 68 or, if an appeal is filed, before the Commission has made a decision.

#### DIVISION IV

##### COMITÉ DE REVUE DE L'UTILISATION DES MÉDICAMENTS

**71.** A review committee on the use of medications, known as the Comité de revue de l'utilisation des médicaments, is hereby established.

The review committee shall be composed of a president, a vice-president and not more than seven other members.

The members of the review committee shall be appointed by the Government as follows:

(1) three members shall be physicians in clinical practice, of whom one shall be designated by the Collège des médecins du Québec, one by the Fédération des médecins omnipraticiens du Québec, and one by the Fédération des médecins spécialistes du Québec, but of whom none shall hold a full-time position with those organizations;

(2) two members shall be pharmacists in clinical practice, of whom one shall be designated by the Ordre des pharmaciens du Québec and one by the Association québécoise des pharmaciens propriétaires, but of whom neither shall hold a full-time position with those organizations;

(3) one member shall be designated by the deans of Québec's faculties of medicine;

(4) one member shall be designated by the directors or deans of Québec's schools and faculties of pharmacy;

(5) one member shall be a pharmacist designated by the body known as the Réseau de revue d'utilisation des médicaments en établissement.

A member of the Ordre des pharmaciens du Québec, designated by the Board, shall also be a member of the committee but without the right to vote.

The president and vice-president of the review committee must be either the physician designated by the Collège des médecins du

Québec or the pharmacist designated by the Ordre des pharmaciens du Québec.

**72.** The function of the review committee shall be to promote the appropriate use of medications. To that end, it shall

(1) engage in procedures for the review of the use of medications ;

(2) propose training, information and awareness programs to improve drug prescribing and dispensing practices in cooperation and in conjunction with various intervenors, including the professional orders and the Conseil consultatif de pharmacologie ;

(3) make recommendations to the various intervenors in order to improve the use of medications, without encroaching upon their respective responsibilities.

The review committee must ensure that the use review procedures are assessed by an independent person or body having regard to the expected results, efficiency, efficacy and economic and health impacts.

**73.** The members of the review committee shall be appointed for a term of not more than four years.

No member may serve more than three consecutive terms.

At the expiry of their term, the members of the review committee shall remain in office until reappointed or replaced.

**74.** The quorum at meetings of the review committee shall be five members, including the president or the vice-president. In the case of a tie-vote, the president or the vice-president shall have the casting vote.

**75.** The fees, allowances or salaries or, where applicable, the additional salaries of the members shall be fixed by the Government, as shall the fees of any consultants and experts consulted by the review committee.

**76.** The Board shall pay the fees, allowances and salaries referred to in section 75. It shall also, subject to the availability of resources, provide the administrative support and data processing services required for the work of the review committee.

**77.** The review committee shall provide all the information required by the Minister regarding its operations.

The review committee shall, each year, submit to the Minister a plan of its activities for the ensuing year and, not later than 31 March each year, submit a report on and assessment of its activities for the year ending on the preceding 31 December.

#### DIVISION V

#### REGULATIONS

**78.** In addition to the regulatory powers otherwise conferred on it by this Act, the Government may, after consulting the Board, make regulations to

(1) determine, for the purposes of section 6, the classes of persons who are otherwise entitled to coverage equivalent to basic plan coverage;

(2) determine, for the purposes of section 22, the services required for pharmaceutical reasons and provided by a pharmacist that are covered by the basic prescription drug insurance plan provided by the Board, and prescribe the frequency with which certain services must be provided to remain covered; the frequency may vary in the cases and on the conditions it determines;

(3) determine the cases, conditions and therapeutic indications in and for which the cost of certain medications included in the list drawn up by the Minister under section 60 is covered by the basic plan; the conditions may vary according to whether the coverage is provided by the Board or under a group insurance contract or an employee benefit plan;

(4) determine the cases in which and conditions on which the medications determined by the Government, that are provided as part of the services provided by an institution within the meaning of the Act respecting health services and social services or the Act respecting health services and social services for Cree Native persons or by any other institution recognized for that purpose by the Minister that is situated outside Québec in a region bordering on Québec, are covered for the classes of persons it determines;

(5) prescribe the cases in which and conditions on which eligible persons who remain outside Québec during the entire year, and who retain their status as persons resident in Québec under the Health

Insurance Act despite their absence from Québec, may be exempted from payment of the premium for that calendar year;

(6) list the types of impairment which constitute functional impairment for the purposes of section 17;

(7) revise the amount of the annual premium provided for in section 23;

(8) revise the amount of the deductible amount provided for in section 26;

(9) prescribe, for the purposes of section 40, the information that the Board may require from an insurer transacting group insurance or the administrator of an employee benefit plan, and prescribe the manner in which such information may be communicated;

(10) determine, for the purposes of section 43, the terms and conditions on which the risks arising from the basic plan coverage must be pooled, and the period during which they are to apply;

(11) determine the provisions of a regulation the contravention of which constitutes an offence.

A regulation made under this section shall have effect, with respect to health care professionals bound by a valid agreement and despite any contrary stipulation contained in the agreement, on the date or dates fixed in the regulation.

**79.** A regulation made under subparagraph 3 of the first paragraph of section 78 is not subject to the requirements concerning publication and date of coming into force contained in sections 8 and 17 of the Regulations Act (R.S.Q., chapter R-18.1).

**80.** The Minister may, after consulting the Conseil consultatif de pharmacologie, make regulations to

(1) determine the conditions governing the accreditation of a manufacturer or wholesaler of medications;

(2) determine the content of the commitment to be signed by a manufacturer or wholesaler to be granted accreditation;

(3) determine rules to regulate the practices of manufacturers and wholesalers with regard to medication pricing.

## CHAPTER V

## PENAL PROVISIONS

**81.** Every person making a statement that the person knows, or ought to have known, to be incomplete or to contain false or misleading information or transmitting an incomplete document or a document containing false or misleading information in order

(1) to obtain a pharmaceutical service or medication to which the person is not entitled, or

(2) to receive a payment or reimbursement without entitlement or in excess of the amount to which the person is entitled,

is guilty of an offence and is liable to a fine of not less than \$100 and not more than \$1,000.

**82.** Every person who assists or who incites, advises, encourages, allows, authorizes or orders another person to commit an offence referred to in section 81 is guilty of an offence.

A person convicted of an offence under this section is liable to the same penalty as that provided for in section 81.

**83.** Every person who contravenes a provision of sections 37 to 42 is guilty of an offence and is liable to a fine of not less than \$500 and not more than \$5,000.

**84.** Every insurer and every person administering an employee benefit plan who, in contravention of section 43, fails or neglects to pool the risks presented by insured members is guilty of an offence and is liable to a fine of not less than \$1,000 and not more than \$10,000.

**85.** Every person who contravenes a provision of a regulation the contravention of which constitutes an offence is liable to a fine of not less than \$100 and not more than \$1,000.

## CHAPTER VI

## MISCELLANEOUS PROVISIONS

**86.** The Minister shall, not later than (*insert here the date occurring three years after the date of coming into force of this section*), present a report to the Government on the application of this Act and on the opportunity of amending it.

The report shall be tabled in the National Assembly within 15 days or, if the Assembly is not sitting, within 15 days of resumption. The report shall be examined by the appropriate committee of the National Assembly.

**87.** The Minister of Health and Social Services is responsible for the administration of this Act.

## CHAPTER VII

### AMENDING PROVISIONS

#### HEALTH INSURANCE ACT

**88.** Section 1 of the Health Insurance Act (R.S.Q., chapter A-29) is amended by striking out the figure “69.1,” in the first line of subparagraph *k* of the first paragraph.

**89.** Section 3 of the said Act is amended

(1) by replacing the third paragraph by the following paragraph:

“The Board also assumes, in accordance with the provisions of this Act and the regulations and subject to the Act respecting prescription drug insurance and amending various legislative provisions (1996, chapter 32), the cost of the services determined by regulation that are required for pharmaceutical reasons and furnished by pharmacists, the cost of medications furnished by pharmacists on the prescription of a physician, a resident in medicine or a dentist and, where applicable, the cost of medications provided as part of the services provided by an institution in accordance with the third paragraph of section 8 of the Act respecting prescription drug insurance and amending various legislative provisions, on behalf of every beneficiary who is an eligible person within the meaning of that Act and who

(*a*) is 65 years of age or over and is not a member of a group insurance contract or employee benefit plan applicable to a group of persons determined on the basis of current or former employment status, profession or habitual occupation and that includes basic plan coverage, and is not a beneficiary under such a plan, or

(*b*) holds a valid claim booklet issued under section 70, or

(*c*) is not required to become a member of a group insurance contract or employee benefit plan referred to in paragraph *a* and in

whose respect no person is required, in accordance with section 18 of the said Act, to ensure coverage as a beneficiary under such a contract or plan.”;

(2) by replacing the fourth paragraph by the following paragraph:

“The Board also assumes, in accordance with the provisions of this Act and the regulations and subject to the Act respecting prescription drug insurance and amending various legislative provisions, the cost of the services determined by regulation that are required by pharmacy and furnished by pharmacists, the cost of medications furnished by pharmacists on the prescription of a physician, a resident in medicine or a dentist and, where applicable, the cost of medications provided as part of the services provided by an institution in accordance with the third paragraph of section 8 of the Act respecting prescription drug insurance and amending various legislative provisions, to every beneficiary who is an eligible person within the meaning of that Act and who holds a valid claim booklet issued under section 71.”;

(3) by replacing the words “and the Hospital Insurance Act (chapter A-28)” in the fourth line of the eleventh paragraph by the words “, the Hospital Insurance Act (chapter A-28) and the Act respecting prescription drug insurance and amending various legislative provisions.”

**90.** Sections 4 to 4.10 of the said Act are repealed.

**91.** Section 10 of the said Act is amended

(1) by inserting the words “, except the pharmaceutical services and medications referred to in the third and fourth paragraphs of section 3,” after the word “health” in the third line of the first paragraph;

(2) by inserting, after the first paragraph, the following paragraphs:

“Notwithstanding the first paragraph, the cost of filling or renewing a prescription and the cost of the medications provided to an eligible person, within the meaning of the Act respecting prescription drug insurance and amending various legislative provisions, outside Québec by a person legally authorized to practise as a pharmacist in the place concerned and with whom the Board has



entered into an individual agreement for that purpose, may be reimbursed if the services and medications are furnished in a pharmacy situated in a region bordering on Québec and if no pharmacy situated, in Québec, within a radius of 32 kilometres of that pharmacy provides services to the public.

The same applies to the cost of medications provided, outside Québec, to an eligible person within the meaning of the Act respecting prescription drug insurance and amending various legislative provisions, as part of the services provided by an institution, in accordance with the third paragraph of section 8 of that Act.”;

(3) by replacing the word “second” in the first line of the third paragraph by the word “fourth”.

**92.** Division II.0.1 of the said Act, comprising sections 14.3 to 14.8, is repealed.

**93.** Section 15 of the said Act is amended by replacing the words “section 14.3” in the fourth line of the fifth paragraph by the words “the Act respecting prescription drug insurance and amending various legislative provisions”.

**94.** Section 22.0.2 of the said Act is replaced by the following section:

**“22.0.2** The amount charged by the pharmacist pursuant to section 31 of the Act respecting prescription drug insurance and amending various legislative provisions is deemed to be charged as remuneration. The Board shall deduct that amount from the remuneration payable under an agreement entered into under section 19.”

**95.** Section 22.1.0.1 of the said Act is replaced by the following section:

**“22.1.0.1** To be entitled to remuneration by the Board, a pharmacist or, where applicable, an institution must indicate to the Board, on the statement of fees or claim for payment, that the contribution referred to in section 31 of the Act respecting prescription drug insurance and amending various legislative provisions has been collected.

The statement of fees or claim for payment must be submitted to the Board by the pharmacist or institution even if the entire cost of the insured services provided has been charged to that beneficiary

in accordance with the Act respecting prescription drug insurance and amending various legislative provisions.

Before providing an insured service to a beneficiary, a pharmacist or institution must, to be entitled to remuneration by the Board, obtain prior authorization for payment from the Board by transmitting a statement of fees or claim for payment to the Board by interactive electronic means, in accordance with the conditions prescribed by regulation under section 16.1 of the Act respecting the Régie de l'assurance-maladie du Québec (chapter R-5)."

**96.** Section 22.2 of the said Act is amended by adding, after the fifth paragraph, the following paragraph:

"For the purposes of this Act and within the scope of the basic prescription drug insurance plan, the second, third, fourth and fifth paragraphs, adapted as required, apply to an institution."

**97.** Section 37 of the said Act is amended by inserting the words "the third and fourth paragraphs of section 3 and" after the word "to" in the first line.

**98.** Division IV of the said Act, comprising sections 39 and 40, is repealed.

**99.** Section 66.0.1 of the said Act is amended

(1) by replacing the words "section 40" in the first line by the words "sections 57 and 58 of the Act respecting prescription drug insurance and amending various legislative provisions";

(2) by replacing the words "the third paragraph of that section" in the second line by the words "section 59 of that Act".

**100.** Section 67 of the said Act is amended by inserting, after the first paragraph, the following paragraph:

"No person may use, for purposes other than those provided for by this Act, any information obtained by the Board."

**101.** Section 69 of the said Act is amended

(1) by replacing the figure "4" in the second line of subparagraph *f* of the first paragraph by the words "60 of the Act respecting prescription drug insurance and amending various legislative provisions";

(2) by striking out subparagraph *m.2* of the first paragraph ;

(3) by striking out subparagraph *u* of the first paragraph ;

(4) by replacing the words “, *i.1* or *u*” in the first line of the third paragraph by the words “or *i.1*”.

**102.** Section 69.0.2 of the said Act is amended by striking out the letter “*u*,” in the first line.

**103.** Section 69.1 of the said Act is repealed.

ACT RESPECTING THE COMMISSION DES AFFAIRES SOCIALES

**104.** Section 21 of the Act respecting the Commission des affaires sociales (R.S.Q., chapter C-34) is amended by replacing the words “4.8 of the Health Insurance Act” in the second line of paragraph *k.1* by the words “68 of the Act respecting prescription drug insurance and amending various legislative provisions (1996, chapter 32)”.

ACT RESPECTING THE RÉGIE DE L'ASSURANCE-MALADIE DU QUÉBEC

**105.** Section 20 of the Act respecting the Régie de l'assurance-maladie du Québec (R.S.Q., chapter R-5) is amended by replacing the words “69.1 of the Health Insurance Act (chapter A-29)” in the seventh line of the first paragraph by the words “80 of the Act respecting prescription drug insurance and amending various legislative provisions”.

**106.** The said Act is amended by inserting, after section 37, the following:

“DIVISION I.1

“PRESCRIPTION DRUG INSURANCE

“§ 1. — *Interpretation*

**“37.1** In this division and the regulations, unless the context indicates otherwise,

“beneficiary” means an individual referred to in section 5 of the Act respecting prescription drug insurance and amending various legislative provisions (1996, chapter 32);

“dependent child” of an individual for a year means a person in whose respect the individual deducts for the year, in accordance with sections 752.0.1 to 752.0.7 of the Taxation Act (chapter I-3), an amount under section 752.0.1 of that Act pursuant to paragraph *b* of the said section 752.0.1, or could deduct such an amount if the individual was a Québec resident for the purposes of that Act on 31 December of that year;

“due date” means, in respect of an individual for a year,

(*a*) where the individual died after 31 October in the year and before 1 May in the immediately following year, the day that is 6 months after the day of death, and

(*b*) in any other case, 30 April in the immediately following year;

“family income” of an individual for a year means the amount by which the aggregate of the following amounts exceeds the amount determined in section 37.4 in respect of the individual for the year:

(*a*) the total income of the individual for the year; and

(*b*) the total income, for the year, of the individual’s spouse during the year or if, at the end of the year, the individual and the person who was the individual’s spouse during the year are living apart following the breakdown of their marriage, the total income of the individual’s spouse for the year during the time they were married and were not living apart;

“global income” of an individual for a year means the amount by which the family income of the individual, for the year, exceeds the aggregate of \$3,450, or such other amount as may be prescribed for the year, and

(*a*) \$1,650, or such other amount as may be prescribed for the year, if the individual had a spouse during the year; or

(*b*) \$2,600, or such other amount as may be prescribed for the year, if the individual had no spouse during the year but had one dependent child for the year; or

(*c*) \$2,800, or such other amount as may be prescribed for the year, if the individual had no spouse during the year but had two or more dependent children for the year;

“individual” means an individual within the meaning of Part I of the Taxation Act, other than a trust within the meaning of section 1 of that Act;

“Minister” means the Minister of Revenue;

“month” means a calendar month, that is the period from the first day of a month to the last day of that month;

“regulation” means a regulation made by the Government under this division;

“total income” of an individual for a year means the individual’s total income for the year determined in accordance with subparagraph *c* of the first paragraph of section 776.29 of the Taxation Act;

“year” means the calendar year.

**37.2** The rules provided for in section 2.2.1 of the Taxation Act, adapted as required, apply to this division and the regulations.

**37.3** For the purposes of this division, except section 37.7, where an individual had more than one spouse during a year,

(a) the individual is deemed to have had only one spouse during the year;

(b) the person who was the spouse of the individual on the last day of the year or, if the individual had no spouse at that time, the last person to have been his spouse during the year is deemed to have been the spouse of the individual during the year; and

(c) the individual is deemed not to have been the spouse during the year of any person other than the person referred to in paragraph *b*.

**37.4** The amount referred to in the definition of “family income” in section 37.1 with respect to an individual for a year is equal to five times the total of the amounts that the individual and, where applicable, the individual’s spouse during the year deduct under sections 752.0.1 to 752.0.7 of the Taxation Act for that year, excepting the amounts deducted under section 752.0.1 of the said Act pursuant to paragraph *i* or *j* of that section, for that year, and excepting the amounts deducted by the spouse for that year under

section 752.0.1 of that Act pursuant to paragraph *a* of that section, and under the first part of that part of that section preceding that paragraph.

For the purposes of the first paragraph, the amount that the individual deducts under section 752.0.1 of the Taxation Act pursuant to paragraph *a* of that section, for the year, is deemed to be equal to the amount that the individual could deduct under that paragraph for that year if, during the year, the individual's spouse had no income.

**“37.5** For the purposes of section 37.4, where an individual is not resident in Québec on 31 December of a year, for the purposes of the Taxation Act, a reference to an amount deducted by the individual for that year means an amount that, had the individual been resident in Québec on 31 December of that year, could have been deducted by the individual for that year.

*“§ 2. — Amount payable by an individual*

**“37.6** An individual must pay for a year, on the due date, an amount equal to the lesser of

(*a*) the aggregate of 1/12 of \$175, or of such amount as may be determined for the year by government regulation under the second paragraph of section 23 of the Act respecting prescription drug insurance and amending various legislative provisions, for each month of the year during which the individual is a beneficiary other than a beneficiary referred to in section 37.7, and

(*b*) the amount determined in respect of the individual for the year using the formula

$$A (B \times C).$$

For the purposes of the formula set out in subparagraph *b* of the first paragraph,

(*a*) *A* is

- i. 2%, if the individual has a spouse during the year; or
- ii. 4%, in all other cases;

(*b*) *B* is the global income of the individual for the year;

(c) C is the quotient obtained by dividing the number of months referred to in subparagraph *a* of the first paragraph by 12.

**“37.7** A beneficiary referred to in subparagraph *a* of the first paragraph of section 37.6 is an individual who

(a) is a person benefitting from the coverage provided for by the basic prescription drug insurance plan established by the Act respecting prescription drug insurance and amending various legislative provisions under a group insurance contract or employee benefit plan applicable to a group of persons determined on the basis of current or former employment status, profession or habitual occupation;

(b) is a person referred to in section 6 or 25 of the Act respecting prescription drug insurance and amending various legislative provisions;

(c) is a child within the meaning of paragraph 1 of section 17 of the Act respecting prescription drug insurance and amending various legislative provisions;

(d) is a person suffering from a functional impairment within the meaning of paragraph 1 of section 17 of the Act respecting prescription drug insurance and amending various legislative provisions;

(e) receives benefits under a last resort assistance program pursuant to the Act respecting income security (chapter S-3.1.1) or is the recipient of an allowance paid under the second paragraph of section 67 of the Social Aid Act (1969, chapter 63), and also holds a valid claim booklet issued by the Minister of Income Security pursuant to section 70 of the Health Insurance Act (chapter A-29);

(f) is 60 years of age or over and less than 65 years of age and holds a valid claim booklet issued by the Minister of Income Security pursuant to section 71 of the Health Insurance Act.

**“37.8** An individual who has so elected, in prescribed form containing the prescribed information, shall pay for a year, on the due date, the amount that the individual's spouse during the year would, were it not for this section, pay for the year under section 37.6.

Where an individual has made an election under the first paragraph, the individual's spouse during the year is deemed to have no amount to pay for the year under the said section 37.6.

“§ 3. — *Miscellaneous provisions*

“**37.9** An individual who is required to pay an amount under section 37.6 or 37.8 shall file with the Minister a prescribed form containing the prescribed information on or before the date on which he is required to file, under section 1000 of the Taxation Act, a fiscal return for the year or on which he would be required to file such a return if tax were payable by the individual for that year under Part I of that Act.

“**37.10** Except where inconsistent with this division, sections 1004 to 1014, 1025 to 1026.0.1, 1026.2 and 1037 to 1079 of the Taxation Act, adapted as required, apply to this division.

Notwithstanding the first paragraph, sections 1025 to 1026.0.1 of the Taxation Act do not apply to section 37.8.

“**37.11** An individual who is not required, under Part I of the Taxation Act, to make partial payments of his tax payable under that Part for a year is not required to make partial payments of the amount payable by him for the year under section 37.6.

“**37.12** The Minister may require a public body or a person belonging to one of the classes of persons he determines to send to him such information as he determines, except nominative information of a medical nature, by way of electronic filing or of a computer-generated medium, subject to the terms and conditions he determines.

For the purposes of the Act respecting prescription drug insurance and amending various legislative provisions, the Board is entitled to examine the information obtained by the Minister from any person providing coverage under the basic insurance plan, concerning the coverage provided to an individual under a group insurance contract or employee benefit plan including basic plan coverage.

“**37.13** The Government may make regulations

(a) to determine an amount which may be prescribed for the purposes of any provision of this division;



(b) to require any person included in one of the classes of persons it determines to file any return it may prescribe relating to any information necessary for the establishment of an assessment provided for in this division and to send, where applicable, a copy of such a return or of a part thereof to any person to whom the return or part thereof relates and to whom it indicates in the regulation;

(c) to generally prescribe the measures required for the application of this division.

**“37.14** The regulations made under this division come into force on the date of their publication in the *Gazette officielle du Québec* and, where they so provide, may take effect on any date subsequent or prior to such publication; in the latter case, however, the date shall not be prior to (*insert here the date of coming into force of this section*).

**“37.15** This division is a fiscal law within the meaning of the Act respecting the Ministère du Revenu.”

**107.** The said Act is amended by inserting, after section 40, the following:

“DIVISION II.1

“PRESCRIPTION DRUG INSURANCE FUND

**“40.1** A fund to be known as the prescription drug insurance fund is hereby established in which the following sums shall be deposited:

(a) the sums remitted by the Minister of Revenue under sections 37.6 and 37.8;

(b) the sums recovered by the Board with respect to pharmaceutical services and medications furnished to a person referred to in paragraph 4 of section 15 of the Act respecting prescription drug insurance and amending various legislative provisions;

(c) the sums paid by the Minister of Finance under section 40.5;

(d) the interest deriving from the sums referred to in paragraphs a, b and c.

**“40.2** The following sums shall be taken out of the fund:

(a) the sums required to pay the cost of the pharmaceutical services and medications furnished to a person referred to in paragraph 4 of section 15 of the Act respecting prescription drug insurance and amending various legislative provisions;

(b) the amount payable to the Minister of Revenue and to the Board for the administration expenses shown in the budgetary estimates approved by the Government in accordance with section 40.4;

(c) interest charges and the reimbursement of advances and loans paid under section 40.5.

**“40.3** The aggregate of the sums paid into the fund in accordance with section 40.1 must, in the long term, cover the payment of the expenses listed in section 40.2.

**“40.4** The Government shall approve, annually, the budgetary estimates for the prescription drug insurance fund which shall be submitted to the Minister of Health and Social Services by the Board not later than the first day of December preceding the beginning of the fiscal year covered by the estimates. The estimates must, in particular, include the elements listed in sections 40.1 and 40.2.

**“40.5** The Minister of Finance may, with the authorization of the Government and subject to the conditions it determines, advance to the fund sums taken out of the consolidated revenue fund.

In addition to the borrowing powers provided for in the Act respecting the Régie de l'assurance-maladie du Québec, the Board may, in its capacity as manager of the fund, borrow sums taken from the Financing Fund of the Ministère des Finances from the Minister of Finance.

**“40.6** The management of the sums constituting the fund shall be entrusted to the Board.

**“40.7** The fiscal year of the fund ends on 31 March.

**“40.8** The sums referred to in section 40.1 shall be deposited as and when they are collected with one or more banks within the meaning of the Bank Act (Revised Statutes of Canada, 1985, chapter B-1) or the Québec Savings Banks Act (Revised Statutes of Canada, 1970, chapter B-4), or with a savings and credit union within the meaning of the Savings and Credit Unions Act (chapter C-4.1).

**40.9** The Board must, not later than 31 July each year, present a financial report on the operations of the fund for the preceding fiscal year to the Minister of Health and Social Services. The report shall be tabled in the National Assembly within 30 days or, if the Assembly is not sitting, within 30 days of resumption.”

**108.** Section 42 of the said Act is replaced by the following section:

**42.** The Minister of Health and Social Services is entrusted with the application of this Act, except Divisions I and I.1 of Chapter IV, the application of which is entrusted to the Minister of Revenue, and Divisions II and III of that Chapter, the application of which is entrusted to the Minister of Finance.”

ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES

**109.** Section 116 of the Act respecting health services and social services (R.S.Q., chapter S-4.2) is amended by replacing the words “39 of the Health Insurance Act (chapter A-29)” in the sixth line of the first paragraph by the words “53 of the Act respecting prescription drug insurance and amending various legislative provisions (1996, chapter 32)”.

ACT RESPECTING HEALTH SERVICES AND SOCIAL SERVICES FOR  
CREE NATIVE PERSONS

**110.** Section 150 of the Act respecting health services and social services for Cree Native persons (R.S.Q., chapter S-5) is amended by replacing the words “39 of the Health Insurance Act (chapter A-29)” in the fourth line of the first paragraph by the words “53 of the Act respecting prescription drug insurance and amending various legislative provisions (1996, chapter 32)”.

ACT TO AMEND THE HEALTH INSURANCE ACT

**111.** Sections 9, 10 and 11 of the Act to amend the Health Insurance Act (1992, chapter 19) are repealed.

CHAPTER VIII

TRANSITIONAL AND FINAL PROVISIONS

**112.** The Government may, not later than 31 December 1996, make a regulation under section 78 or section 113 even if the regulation has not been published as required by section 8 of the

Regulations Act (R.S.Q., chapter R-18.1). Such a regulation shall come into force, notwithstanding section 17 of that Act, on the date of its publication in the *Gazette officielle du Québec* or on any later date fixed in the regulation. Such a regulation may, if it so provides, apply to any class of eligible persons it determines and from any date not prior to 20 June 1996.

**113.** The Government may make any transitional provision to prescribe, with regard to the persons or classes of persons referred to in Division I of Chapter III of this Act, for the reference period it determines,

(1) what is to be done with the contributions referred to in section 14.3 of the Health Insurance Act, as it read before being repealed by section 92 of this Act, paid by a beneficiary from a date determined in the regulation;

(2) the date of the expiry of a proof of exemption issued by the Board during a period determined in the regulation in accordance with sections 14.7 and 14.8 of the Health Insurance Act, as they read before being repealed by section 92 of this Act;

(3) the cases in which the Board shall issue proof of exemption and the validity period of such proof;

(4) the amount of and cases in which the Board shall effect a reimbursement to an eligible person referred to in section 15;

(5) the conditions to be met by a pharmacist to be entitled to remuneration from the Board for the pharmaceutical services and medications referred to in section 8 provided by the pharmacist;

(6) the percentage of the cost of pharmaceutical services and medications that remains chargeable to an eligible person and the amount of the maximum contribution payable by the person, and to provide for cases of exemption with or without conditions; the coinsurance percentage and the maximum contribution for a reference period may vary according to classes of persons and within classes of persons.

**114.** The provisions of the regulations made by the Government or by the Minister under the third paragraph of section 39, subparagraphs *f* and *u* of the first paragraph of section 69 and section 69.1 of the Health Insurance Act that are repealed by this Act shall continue to have effect until they are amended, replaced or repealed under this Act.

The list of medications drawn up by the Minister before (*insert here the date of coming into force of section 60*) is valid until replaced pursuant to this Act.

**115.** The Conseil consultatif de pharmacologie established under the Health Insurance Act is continued and its members remain in office until the appointment of the members of the new council established under section 53 of this Act.

**116.** The Government may, by regulation, not later than (*insert here the date that occurs one year after the date of coming into force of this section*), make any other transitional provision to remedy any omission and ensure the implementation of the basic prescription drug insurance plan as soon as possible after the plan is established by this Act.

A regulation made under this section is not subject to the publication requirements set out in section 8 of the Regulations Act. It shall come into force on the date of its publication in the *Gazette officielle du Québec* or on any later date fixed in the regulation, notwithstanding section 17 of that Act. A regulation may, once published and where it so provides, apply from any date not prior to the date of coming into force of this section.

**117.** Where, by reason of the first paragraph of section 37.10 of the Act respecting the Régie de l'assurance-maladie du Québec, enacted by section 106,

(1) section 1025 of the Taxation Act applies, for 1997, for the purpose of computing the payments payable for the year by an individual referred to in section 37.6 of the Act respecting the Régie de l'assurance-maladie du Québec, enacted by section 106, Division 1.1 of Chapter IV of the Act respecting the Régie de l'assurance-maladie du Québec, enacted by section 106, is deemed, for the purposes of the said section 1025, to have been in force since 1 January of the year preceding the year of the coming into force of section 106 of this Act;

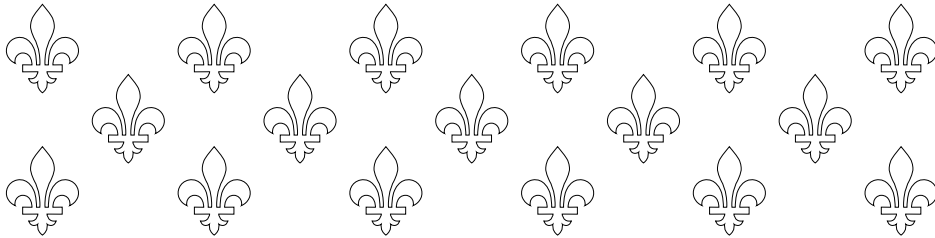
(2) section 1026 of the Taxation Act applies, for 1997 and 1998, for the purpose of computing the payments payable for the year by an individual referred to in section 37.6 of the Act respecting the Régie de l'assurance-maladie du Québec, enacted by section 106, Division 1.1 of Chapter IV of the Act respecting the Régie de l'assurance-maladie du Québec, enacted by section 106, is deemed, for the application of the said section 1026

(a) to 1997, to have been in force since 1 January of the second year preceding the year of the coming into force of section 106 of this Act;

(b) to 1998, to have been in force since 1 January of the year preceding the year of the coming into force of section 106 of this Act.

**118.** When ordering the coming into force of a provision of this Act, the Government may determine the date or dates on which the provision takes effect in respect of the classes of persons it determines.

**119.** The provisions of this Act come into force on the date or dates to be fixed by the Government.



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# NATIONAL ASSEMBLY

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SECOND SESSION

THIRTY-FIFTH LEGISLATURE

Bill 34  
(1996, chapter 35)

**An Act respecting the transfer  
of the powers and functions of  
the Office des ressources  
humaines**

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**Introduced 15 May 1996  
Passage in principle 4 June 1996  
Passage 19 June 1996  
Assented to 20 June 1996**

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**Québec Official Publisher  
1996**

## EXPLANATORY NOTES

*The purpose of this bill is to transfer the functions performed by the Office des ressources humaines under the Public Service Act to the secretariat of the Conseil du trésor.*

*The bill contains the provisions required to enable the chairman of the Conseil du trésor to assume the responsibilities of that body as well as the necessary transitional provisions and consequential amendments.*

**LEGISLATION AMENDED BY THIS BILL:**

- Financial Administration Act (R.S.Q., chapter A-6);
- Labour Code (R.S.Q., chapter C-27);
- Act respecting the Conseil des arts et des lettres du Québec (R.S.Q., chapter C-57.02);
- Act respecting the Conservatoire de musique et d'art dramatique du Québec (R.S.Q., chapter C-62.1);
- Act to promote the advancement of science and technology in Québec (R.S.Q., chapter D-9.1);
- Public Service Act (R.S.Q., chapter F-3.1.1);
- Act respecting the Ministère du Revenu (R.S.Q., chapter M-31);
- National Museums Act (R.S.Q., chapter M-44);
- Act respecting police organization (R.S.Q., chapter O-8.1);
- Public Protector Act (R.S.Q., chapter P-32);



- Act respecting health services and social services (R.S.Q., chapter S-4.2);
- Act respecting the Société des établissements de plein air du Québec (R.S.Q., chapter S-13.01);
- Act respecting the Société du parc industriel et portuaire de Bécancour (R.S.Q., chapter S-16.001);
- Act respecting the Société immobilière du Québec (R.S.Q., chapter S-17.1);
- Act respecting the Société québécoise de développement de la main-d'oeuvre (R.S.Q., chapter S-22.001);
- Auditor General Act (R.S.Q., chapter V-5.01);
- Act respecting the transfer of certain public servants from the Ministère de l'Éducation to the Société de gestion du réseau informatique des commissions scolaires (1984, chapter 48);
- Act respecting the transfer of certain employees from the Ministère de l'Éducation to the Société de radio-télévision du Québec (1986, chapter 43);
- Act respecting the Société du tourisme du Québec (1994, chapter 27);
- Act respecting the Commission des droits de la personne et des droits de la jeunesse (1995, chapter 27);
- Act respecting the national capital commission (1995, chapter 44).



## Bill 34

### **An Act respecting the transfer of the powers and functions of the Office des ressources humaines**

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

#### PUBLIC SERVICE ACT

**1.** Section 31 of the Public Service Act (R.S.Q., chapter F-3.1.1) is amended

(1) by replacing the words “the Office des ressources humaines is unable” in the first line by the words “it is impossible for the chairman of the Conseil du trésor”;

(2) by replacing the words “he is placed on reserve at the Office, and is under its responsibility” in the second and third lines by the words “the public servant shall be placed on reserve under the responsibility of the chairman of the Conseil du trésor”.

**2.** Section 35 of the said Act is amended by striking out the words “or a grade advancement examination” in the second and third lines.

**3.** Section 42 of the said Act is amended

(1) by replacing the words “Office des ressources humaines” in the third line of the second paragraph by the words “Conseil du trésor”;

(2) by replacing the word “Office” in the last line of the second paragraph by the words “chairman of the Conseil du trésor”.

**4.** Section 43 of the said Act is amended

(1) by replacing the words “Office des ressources humaines” in the first line of the first paragraph by the words “chairman of the Conseil du trésor”;

(2) by replacing the figure “103” in the second line of the second paragraph by the figure “50.1”.

**5.** Section 47 of the said Act is amended

(1) by replacing the words “Office des ressources humaines holds a competition, it” in the first line of the first paragraph by the words “chairman of the Conseil du trésor holds a competition, he”;

(2) by replacing the word “Office” in the first line of the second paragraph by the words “chairman of the Conseil du trésor”;

(3) by replacing the words “it may reduce their number according to the norms it may determine” in the third and fourth lines of the second paragraph by the words “he may reduce their number according to the norms determined by the Conseil du trésor”;

(4) by replacing the words “Office shall state when inviting applications what means it” in the first line of the third paragraph by the words “chairman of the Conseil du trésor shall state when inviting applications what means he”.

**6.** Section 50 of the said Act is amended by replacing the figure “103” in the third line by the figure “50.1”.

**7.** The said Act is amended by inserting, after section 50, the following section:

**“50.1** The Conseil du trésor shall determine, by regulation,

(1) the procedure for holding recruitment or promotion competitions;

(2) geographical areas and criteria to determine whether a person belongs to an area for the purposes of eligibility for a competition or for a candidate inventory in that area;

(3) the administrative entity to which a public servant must belong in order to be eligible for a competition;

(4) norms according to which the number of eligible candidates for a competition may be reduced;

(5) norms according to which candidates declared qualified in a competition may be grouped into levels and lists of certifications of qualification may be drawn up;

(6) conditions, cases and categories of cases where the upgrading of a position may allow promotion without a competition.

The Conseil du trésor shall publish in the *Gazette officielle du Québec* draft regulations with a notice stating that the regulations may be made with or without amendment at the expiry of 30 days from that publication.

Regulations of the Conseil du trésor come into force 15 days after publication in the *Gazette officielle du Québec* or on any later date fixed therein.”

**8.** Section 55 of the said Act is amended by striking out paragraph 4.

**9.** Section 70 of the said Act is amended

(1) by replacing the words “Office des ressources humaines” in the fifth line of the first paragraph by the words “chairman of the Conseil du trésor”;

(2) by replacing the words “advancement competitions or certificates of qualification, or examinations for grade advancement of public servants or their certificates of qualification” in the sixth, seventh and eighth lines of the first paragraph by the words “promotion competitions or to the certification of the qualification of candidates”.

**10.** The heading of Division II of Chapter V of the said Act is replaced by the following:

“DIVISION II

“CHAIRMAN OF THE CONSEIL DU TRÉSOR”.

**11.** Subdivision 1 of Division II of Chapter V and the heading of subdivision 2 of Division II of Chapter V of the said Act are repealed.

**12.** Section 99 of the said Act is replaced by the following section:

**“99.** The functions of the chairman of the Conseil du trésor shall include

(1) holding competitions for the recruitment and promotion of candidates and certifying the qualifications of candidates;

(2) prescribing conditions of eligibility for the purposes of a competition or of a candidate inventory;

(3) inviting applications for the purpose of constituting a candidate inventory;

(4) reducing the number of candidates who meet the conditions of eligibility for a competition;

(5) assessing and certifying the qualifications of candidates for promotion without a competition;

(6) giving an opinion on the classification he considers, after assessment, to be most appropriate to a person's qualifications, in accordance with the provisions of this Act;

(7) proposing measures to the Government and to government departments and bodies to improve staffing and human resource management and development within the public service, and measures to ensure equal employment opportunity;

(8) advising government departments and bodies, and the Government, on management and administrative organization, in particular to improve the quality of service to the public and the efficiency of the organization and staff of government departments and bodies;

(9) carrying out research, studies and surveys in human resource management, coordinating them with those carried out within government departments and bodies, and ensuring their diffusion;

(10) seeing to the implementation of human resource management policies and programs at the request of a government department or body or of the Government;

(11) instituting and maintaining a career planning and development system for the managerial staff, in collaboration with government departments and bodies;

(12) developing and maintaining an integrated data system for human resource management;

(13) discharging any other duties assigned by the Government.”

**13.** Section 102 of the said Act is replaced by the following section:

“**102.** The chairman of the Conseil du trésor may, in writing and to the extent he indicates, delegate the exercise of the functions assigned to him under this Act to a deputy minister or chief executive officer, except the functions assigned to him under sections 30 and 31, paragraphs 5 and 6 of section 99 and sections 100 and 101.

The instrument of delegation may authorize the deputy minister or the chief executive officer to subdelegate the functions he indicates, and, where he does so, he must identify the titles of the holders of positions or the public servants to whom the functions may be subdelegated.

The chairman of the Conseil du trésor may verify or mandate a person or a body to verify the carrying out of the delegation or subdelegation, or revoke the delegation at any time.”

**14.** Sections 103 and 104 of the said Act are repealed.

**15.** Section 171 of the said Act is replaced by the following section:

“**171.** The chairman of the Conseil du trésor is responsible for the administration of this Act.”

**16.** The said Act is amended by replacing, with the necessary modifications, the words “Office des ressources humaines” or “Office”, wherever they appear in sections 29, 30, 30.1, 34, 44, 46, 49, 100 and 101 by the words “chairman of the Conseil du trésor”.

#### FINANCIAL ADMINISTRATION ACT

**17.** The Financial Administration Act (R.S.Q., chapter A-6) is amended by inserting, after section 28, the following sections:

“**28.1** The Conseil du trésor shall place at the disposal of the chairman of the Conseil du trésor the personnel required for the exercise of the functions assigned to him under another Act.

**“28.2** Under the direction of the chairman, the secretary of the Conseil du trésor has, in the exercise of the functions referred to in section 28.1, the authority of the chairman.

**“28.3** The secretary may delegate in writing the exercise of the functions referred to in section 28.1 to a public servant or to the holder of a position.

He may, in the instrument of delegation, authorize the subdelegation of the functions he indicates, and, if he does so, he shall identify the public servant or holder of a position to whom they may be subdelegated.

**“28.4** No act, document or writing is binding on or may be attributed to the chairman in the performance of a function referred to in section 28.1 unless it is signed by the chairman, the secretary or a member of the personnel of the Conseil du trésor, although in the latter case, only to the extent determined by the Government.

**“28.5** The Government may allow a signature to be affixed by means of an automatic device to the documents it determines, on the conditions it fixes.

The Government may also allow a facsimile of the signature to be engraved, lithographed or printed on the documents it determines. The facsimile must bear the countersignature of a person authorized by the chairman.

**“28.6** A document or copy of a document relating to a function referred to in section 28.1 and emanating from the Conseil du trésor or forming part of its records is authentic if it is signed or certified true by a person referred to in section 28.4.

**“28.7** The chairman of the Conseil du trésor may, in accordance with law, enter into an agreement with a government other than the Government of Québec, with a department of such a government, with an international organization or with an agency of that government or organization for the purposes of the functions referred to in section 28.1.

**“28.8** The chairman of the Conseil du trésor shall table a report of the activities referred to in section 28.1 for each fiscal year before the National Assembly within six months of the end of that fiscal year or, if the Assembly is not sitting, within 30 days of resumption.”



## LABOUR CODE

**18.** Section 1 of the Labour Code (R.S.Q., chapter C-27) is amended by striking out the words “of the Office des ressources humaines,” in the thirteenth and fourteenth lines of subparagraph 3 of paragraph *l*.

## OTHER AMENDMENTS

**19.** The words “Office des ressources humaines” are replaced, with the necessary modifications, by the words “chairman of the Conseil du trésor” wherever they appear in the following provisions:

(1) sections 40, 41 and 42 of the Act respecting the Conseil des arts et des lettres du Québec (R.S.Q., chapter C-57.02);

(2) sections 91, 92 and 93 of the Act respecting the Conservatoire de musique et d’art dramatique du Québec (R.S.Q., chapter C-62.1);

(3) sections 121, 122 and 123 of the Act to promote the advancement of science and technology in Québec (R.S.Q., chapter D-9.1);

(4) section 5 of the Act respecting the Ministère du Revenu (R.S.Q., chapter M-31);

(5) sections 47, 48 and 49 of the National Museums Act (R.S.Q., chapter M-44);

(6) sections 252, 253 and 254 of the Act respecting police organization (R.S.Q., chapter O-8.1);

(7) sections 37.2, 37.3 and 37.4 of the Public Protector Act (R.S.Q., chapter P-32);

(8) sections 619.64, 619.65 and 619.66 of the Act respecting health services and social services (R.S.Q., chapter S-4.2);

(9) sections 41, 42 and 43 of the Act respecting the Société des établissements de plein air du Québec (R.S.Q., chapter S-13.01);

(10) sections 51, 52 and 53 of the Act respecting the Société du parc industriel et portuaire de Bécancour (R.S.Q., chapter S-16.001);

(11) sections 48, 49 and 50 of the Act respecting the Société immobilière du Québec (R.S.Q., chapter S-17.1);

(12) sections 87, 88 and 89 of the Act respecting the Société québécoise de développement de la main-d'oeuvre (R.S.Q., chapter S-22.001);

(13) section 59 of the Auditor General Act (R.S.Q., chapter V-5.01);

(14) sections 6 to 9 of the Act respecting the transfer of certain public servants from the Ministère de l'Éducation to the Société de gestion du réseau informatique des commissions scolaires (1984, chapter 48);

(15) sections 8, 9 and 10 of the Act respecting the transfer of certain employees from the Ministère de l'Éducation to the Société de radio-télévision du Québec (1986, chapter 43);

(16) sections 45, 46 and 47 of the Act respecting the Société du tourisme du Québec (1994, chapter 27);

(17) sections 30, 31 and 33 of the Act respecting the Commission des droits de la personne et des droits de la jeunesse (1995, chapter 27);

(18) sections 31, 32 and 33 of the Act respecting the national capital commission (1995, chapter 44).

#### TRANSITIONAL AND FINAL PROVISIONS

**20.** Unless otherwise indicated by the context, in any other Act and in any regulation, by-law, order in council, ministerial order, proclamation, order, contract, agreement, accord or other document, a reference to the Office des ressources humaines or to the chairman of the Office is a reference to the chairman of the Conseil du trésor.

**21.** Regulations made under section 103 of the Public Service Act and in force on 19 June 1996 are deemed to be regulations made by the Conseil du trésor under section 50.1 of the Public Service Act as enacted by section 7 of this Act.

**22.** The records and other documents of the Office des ressources humaines become the records and documents of the chairman of the Conseil du trésor.

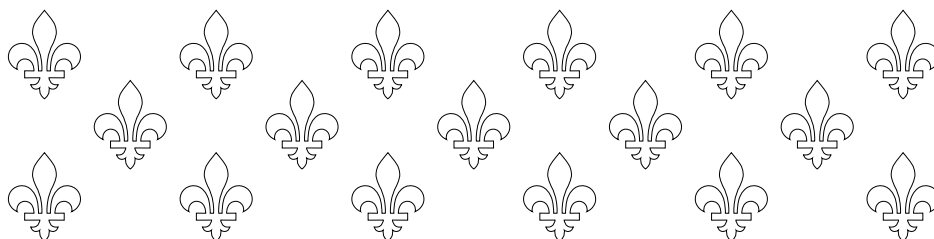
**23.** The chairman of the Conseil du trésor becomes, without continuance of suit, a party to every proceeding to which the Office des ressources humaines was a party.

**24.** The members of the personnel of the Office des ressources humaines become members of the personnel of the Conseil du trésor or, to the extent determined by the Government, of any other department or body designated by the Government.

**25.** The appropriations granted in respect of the Office des ressources humaines are transferred to the Conseil du trésor to the extent and on the terms and conditions determined by the Government.

**26.** This Act comes into force on 20 June 1996.





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# NATIONAL ASSEMBLY

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SECOND SESSION

THIRTY-FIFTH LEGISLATURE

Bill 44  
(1996, chapter 34)

## **An Act to amend various Acts relating to alcoholic beverages**

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**Introduced 19 June 1996**  
**Passage in principle 19 June 1996**  
**Passage 19 June 1996**  
**Assented to 20 June 1996**

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**Québec Official Publisher  
1996**

## EXPLANATORY NOTES

*This bill amends the Act respecting the Société des alcools du Québec in order to relax or give greater precision to certain rules applicable to holders of a small-scale production permit in respect of the sale of their products. The bill also proposes a new permit, the small-scale beer producer's permit, and specifies the rights and obligations attached to it.*

*Moreover, two new permits are instituted under the Act respecting liquor permits: the raw material and equipment wholesaler's permit and the raw material and equipment retailer's permit. Such permits will authorize the sale of specific beer and wine constituents and of equipment for home brewing or wine making. Holders of a grocery permit will also be authorized to sell such constituents and equipment.*

*The bill also contains provisions for concordance with such amendments and makes a number of technical changes to the statutes concerning alcoholic beverages.*

**LEGISLATION AMENDED BY THIS BILL:**

- Act respecting offences relating to alcoholic beverages (R.S.Q., chapter I-8.1);
- Act respecting liquor permits (R.S.Q., chapter P-9.1);
- Act respecting the Société des alcools du Québec (R.S.Q., chapter S-13).

## Bill 44

### **An Act to amend various Acts relating to alcoholic beverages**

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

ACT RESPECTING THE SOCIÉTÉ DES ALCOOLS DU QUÉBEC

**1.** Section 24 of the Act respecting the Société des alcools du Québec (R.S.Q., chapter S-13) is amended by inserting the words “, a small-scale beer producer’s permit” after the word “permit” in the fourth line of the first paragraph.

**2.** Section 24.1 of the said Act is amended

(1) by inserting the words “, other than beer,” after the word “beverages” in subparagraph 1 of the first paragraph;

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

“Unless he ships them outside Québec, the holder of a small-scale production permit may sell alcoholic beverages he makes only as follows:

(1) at the place where they are produced, for consumption on the premises indicated in the permit or for consumption elsewhere;

(2) at the place where they are produced, to the holder of a permit issued under the Act respecting liquor permits that authorizes alcoholic beverages made at such a place to be sold or served for consumption on the premises, provided that a numbered sticker issued by the board is affixed by the permit holder to each container, in numerical order, at the time of sale;

(3) in a room or on a terrace where a permit issued under the Act respecting liquor permits authorizes the permit holder to sell alcoholic beverages for consumption on the premises, provided that a numbered sticker issued by the board is affixed by the permit holder to each original container, in numerical order.”;

(3) by striking out the first sentence of the third paragraph;

(4) by replacing the word “He” in the third line of the third paragraph by the words “The holder of a small-scale production permit”;

(5) by inserting the words “, subject to the second paragraph, under” after the word “or” in the second line of the fourth paragraph.

**3.** The said Act is amended by inserting, after section 24.1, the following section:

**“24.2** A small-scale beer producer’s permit authorizes the holder, in accordance with the regulations, to

(1) make beer and bottle it;

(2) make alcoholic beverages by combining beer with other non-alcoholic substances and bottle them;

(3) purchase alcohol from the Corporation to blend with the alcoholic beverages that he makes.

Unless he ships them outside Québec, the holder of a small-scale beer producer’s permit may sell alcoholic beverages he makes only if he sells them at the place where they are produced, for consumption on the premises, and if he is the holder of a permit, issued under the Act respecting liquor permits, authorizing alcoholic beverages to be sold for consumption on the premises.

The holder of a small-scale beer producer’s permit may also sell and deliver the alcoholic beverages he makes to the Corporation.

No such permit holder may sell the alcoholic beverages he makes to the holder of a permit issued under this Act or under the Act respecting liquor permits.”

**4.** Section 29 of the said Act is amended by inserting the words “, to a small-scale beer producer’s permit holder” after the words “production permit holder” in the third line of the first paragraph.



**5.** The said Act is amended by inserting, after section 29, the following section:

**“29.1** The board shall issue to the holder of a small-scale production permit, on payment of the fees fixed by regulation, stickers bearing consecutive numbers and indicating the year in which they may be affixed to containers of alcoholic beverages.

Before 15 February each year, every permit holder shall return to the board any stickers not used by the first of that month.”

**6.** Section 30 of the said Act is amended by replacing the words “or a small-scale production” in the first line of subparagraph 5 of the first paragraph by the words “, a small-scale production permit or a small-scale beer producer’s”.

**7.** The said Act is amended by inserting, after section 30.1.1, the following section:

**“30.1.2** Any person who wishes to sell, pursuant to subparagraph 1 or 2 of the second paragraph of section 24.1, alcoholic beverages he makes at the place where they are produced, for consumption on the premises, is, for the purposes of that activity, subject to the rules prescribed by subparagraphs 1 and 2 of the first paragraph of section 39, paragraph 2 of section 40, section 41, subparagraphs 1 and 2 of the first paragraph of section 45 and sections 46.1 and 47 of the Act respecting liquor permits with the necessary modifications.”

**8.** Section 33 of the said Act is amended

(1) by striking out the words “, in accordance with the regulation,” in the first line of the first paragraph;

(2) by replacing the words “indicated therein” in the second line of the first paragraph by the words “prescribed by regulation, and shall, in the prescribed cases and within the prescribed time limits, send them to the board”;

(3) by striking out the second paragraph.

**9.** The said Act is amended by inserting, after section 33, the following sections:

**“33.1** The holder of a small-scale production permit must transmit monthly to the board, using the form provided by it, the information prescribed by regulation of the board in respect of the permit holder’s harvest of raw materials required for the production of alcoholic beverages and his inventory of alcoholic beverages in bulk and in containers, as they stand on the fifteenth day of the month.

Furthermore, he must, if so required, communicate to the board the number of sales of alcoholic beverages made to permit holders pursuant to subparagraph 2 of the second paragraph of section 24.1 during the period determined by the board, and, for each sale, indicate the date of sale, the name and address of the purchaser, the brand of the product, the quantity sold and the numbers of the stickers affixed to the containers of the alcoholic beverages sold. The permit holder must keep the vouchers of such sales, and, if so required, transmit them to the board.

He must also, if so required, communicate to the board the quantity of alcoholic beverages that is in a room or on a terrace where he uses a permit issued to him under the Act respecting liquor permits, the brand of the products, the numbers of the stickers affixed to the containers and the date on which they were affixed.

**“33.2** Where the holder of a small-scale production permit sells alcoholic beverages pursuant to subparagraph 1 or 2 of the second paragraph of section 24.1, he is subject to the same requirements as those imposed by sections 59, 62, 66 to 68, 73, 75, 77, 77.1 to 78 and 82 to 84 of the Act respecting liquor permits on the holder of a permit authorizing alcoholic beverages to be sold.

Such provisions and the related provisions of the Act respecting offences relating to alcoholic beverages as well as sections 61, 63 and 74 of the Act respecting liquor permits apply to such permit holder with the necessary modifications.”

**10.** Section 34 of the said Act is amended by inserting the words “, small-scale beer producer’s permit” after the words “production permit” in the second line of subparagraph 1 of the first paragraph.

**11.** Section 34.1 of the said Act is amended by inserting “, 33.1” after “33” in the fourth line.

**12.** Section 35 of the said Act is amended

(1) by inserting, after subparagraph 1 of the first paragraph, the following subparagraph:

“(1.1) the permit was obtained following false representations;”;

(2) by replacing the words “section 33” in subparagraph 4 of the first paragraph by the words “any provision of section 29.1, 33 or 33.1”.

**13.** The said Act is amended by inserting, before section 35.2, the following section:

**“35.1.1** The board may, instead of cancelling or suspending a permit for a reason connected with an activity referred to in subparagraph 1 or 2 of the second paragraph of section 24.1, restrict or prohibit that activity for the period it determines.”

**14.** Section 37 of the said Act is amended by replacing the words “conditions and modalities of keeping and sending them” in the third line of paragraph 9.1 by the words “time limits for sending them”.

**15.** The said Act is amended by inserting, at the end of Division IV, the following section:

**“37.2** The board may, by regulation, prescribe the information to be provided by the holder of a small-scale production permit in respect of his harvest of raw materials and his inventory of alcoholic beverages in bulk and in containers.”

**16.** Section 53 of the said Act is amended by inserting the words “, a small-scale beer producer’s permit” after the word “permit” in the first line.

**17.** Section 61 of the said Act is amended

(1) by inserting the words “section 29.1,” after the words “exception of” in the second line;

(2) by inserting “, 37.2” after “36.3” in the third line.

## ACT RESPECTING LIQUOR PERMITS

**18.** Section 1 of the Act respecting liquor permits (R.S.Q., chapter P-9.1) is amended by inserting the words “and except in the case of the word “permit”,” after the word “context” in the second line.

**19.** Section 25 of the said Act is amended

(1) by replacing the words “and the” in the third line by the word “the”;

(2) by inserting the words “the raw material and equipment wholesaler’s permit and the raw material and equipment retailer’s permit” after the word “permits” in the fourth line.

**20.** Section 31 of the said Act is amended by adding, after the second paragraph, the following paragraph :

“A grocery permit also authorizes the holder to effect any transaction authorized under a raw material and equipment retailer’s permit.”

**21.** The said Act is amended by inserting, after section 34, the following sections :

**“34.1** A raw material and equipment wholesaler’s permit authorizes the holder to sell at wholesale specific constituents of beer or wine, including malt, extracts of malt, grapes, wort or must and concentrates, as well as equipment for the domestic manufacture of wine or beer for personal use.

**“34.2** A raw material and equipment retailer’s permit authorizes the holder to sell retail specific constituents of beer or wine, including malt, extracts of malt, grapes, wort or must and concentrates, as well as equipment for the domestic manufacture of wine or beer for personal use.

The holder of a raw material and equipment retailer’s permit must purchase such products from the holder of a raw material and equipment wholesaler’s permit.”

**22.** Section 50 of the said Act is amended by inserting, after the third paragraph, the following paragraph :

“Subparagraphs 2 and 3 of the first paragraph of section 39, paragraph 1 of section 41 and the second paragraph of section 47 do not apply to an application for a raw material and equipment wholesaler’s or retailer’s permit.”

**23.** The said Act is amended by inserting, after section 60, the following section:

**“60.1** A raw material and equipment wholesaler’s or retailer’s permit may be used on the days and at the hours the public may be admitted to the establishment in accordance with the Act respecting hours and days of admission to commercial establishments (chapter H-2.1).”

**24.** Section 62 of the said Act, amended by section 49 of chapter 71 of the statutes of 1993, is again amended by inserting the words “authorizing alcoholic beverages to be sold or served” after the words “terrace where a permit”.

**25.** Section 64 of the said Act is amended by inserting the words “authorizing alcoholic beverages to be sold or served” after the word “permit” in the first line.

**26.** Section 70 of the said Act is amended by replacing the words “A permit holder” in the first line by the words “The holder of a permit authorizing alcoholic beverages to be sold or served”.

**27.** The said Act is amended by inserting, after section 70, the following section:

**“70.1** The holder of a raw material and equipment wholesaler’s or retailer’s permit and the holder of a grocery permit who carries on activities authorized by a raw material and equipment retailer’s permit must keep books listing all purchases and sales of raw materials and equipment and indicating, for each transaction, the following information:

(1) the name and address of the person from whom they purchased the products;

(2) in the case of a raw material and equipment wholesaler, the name and address of the person to whom he sold the products concerned;

(3) the nature and quantity of the products purchased or sold, and the cost or price thereof;

(4) the date of the transaction.

In addition, such permit holders must keep the vouchers of each transaction.

They must, if so required, transmit such books and documents to the board.”

**28.** Section 72.1 of the said Act, enacted by section 3 of chapter 4 of the statutes of 1995, is amended

(1) by replacing the words “A permit holder” in the first line of the first paragraph by the words “The holder of a permit authorizing alcoholic beverages to be sold or served”;

(2) by inserting the words “a small-scale production permit,” after the word “of” in the fourth line of the first paragraph;

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

“(3) in the establishment of the holder of a permit for consumption on the premises who is also the holder of a small-scale production permit, the presence of alcoholic beverages made by him,”.

**29.** Section 86.2 of the said Act is amended by inserting “, 70.1” after “70” in the second line.

**30.** Section 87.1 of the said Act is amended by inserting the words “authorizing alcoholic beverages to be sold or served” after the word “permit” in the first line of the first paragraph.

**31.** Section 88 of the said Act is amended by inserting the words “authorizing alcoholic beverages to be sold or served for consumption on the premises” after the word “permit” in the first line.

**32.** Section 90.1 of the said Act is amended by inserting the words “authorizing alcoholic beverages to be sold or served” after the word “permit” in the first line of the first paragraph.

**33.** Section 91 of the said Act is amended by replacing the words “the alcoholic beverages and their” in the second line of the first paragraph by the words “any alcoholic beverages and receptacles”.

**34.** Section 97 of the said Act is amended by inserting, after paragraph 1.1, the following paragraph:

“(1.2) an application for a raw material and equipment wholesaler’s permit or a raw material and equipment retailer’s permit;”.

**35.** Section 110 of the said Act is amended by replacing the words “a permit holder” in the first line of the second paragraph by the words “the holder of a permit authorizing alcoholic beverages to be sold or served”.

**36.** Section 111 of the said Act is amended by inserting the words “of raw materials and equipment for beer or wine making or” after the word “or” in the eighth line.

ACT RESPECTING OFFENCES RELATING TO ALCOHOLIC BEVERAGES

**37.** Section 2 of the Act respecting offences relating to alcoholic beverages (R.S.Q., chapter I-8.1) is amended

(1) by inserting the words “of section 24.2 or” after the word “paragraph” in the fourth line of paragraph 4;

(2) by inserting the words “authorizing alcoholic beverages to be sold or served” after the words “a permit” in the first line of paragraph 18.

**38.** Section 82.1 of the said Act is amended

(1) by inserting the words “or a small-scale beer producer’s permit” after the words “production permit” in the third line of the first paragraph;

(2) by replacing the words “other than beer or weak cider” in the first line of subparagraph 1 of the first paragraph by the words “, other than beer, weak cider or alcoholic beverages referred to in the second paragraph,”;

(3) by inserting, after the first paragraph, the following paragraph:

“No holder of a permit authorizing alcoholic beverages to be sold or served for consumption on the premises may keep, possess or sell in his establishment alcoholic beverages made by the holder of a small-scale production permit not purchased directly from the Corporation or from that permit holder.”

**39.** Section 83 of the said Act is amended by adding, at the end, the following paragraph:

“(6) beer, made by the holder of a small-scale beer producer’s permit issued under the Act respecting the Société des alcools du Québec, not purchased directly from the Corporation.”

**40.** The said Act is amended by inserting, before section 84, the following section:

“**83.2** The holder of a small-scale production permit issued under the Act respecting the Société des alcools du Québec is forbidden to sell to the holder of a permit authorizing alcoholic beverages to be sold or served for consumption on the premises any container containing an alcoholic beverage made by him to which he has not affixed a numbered sticker issued by the board under section 29.1 of the said Act or to which he has affixed such a sticker but without following the numerical order of the stickers.”

**41.** Section 84 of the said Act is amended by inserting the words “, or any container containing an alcoholic beverage made by the holder of a small-scale production permit to which a numbered sticker issued by the board is not affixed” after the word “affixed” in the third line of the first paragraph.

**42.** Section 88 of the said Act is amended by adding, at the end, the following paragraph:

“The same applies in respect of alcoholic beverages made by the holder of a small-scale production permit issued under the Act respecting the Société des alcools du Québec, subject to the holder’s rights under that Act.”

**43.** Section 91.1 of the said Act is amended

(1) by replacing the words “a permit for such premises and, except in the case of a restaurant service permit,” in the second and third lines by the words “, for such premises, a permit issued under the Act respecting liquor permits or a small-scale production permit



issued under the Act respecting the Société des alcools du Québec and, except in the case of a restaurant service permit, unless”;

(2) by inserting the words “or made” after the word “bought” in the fourth line.

**44.** Section 92 of the said Act is amended by replacing the words “brewer’s or” in the second line of paragraph *c* by the words “brewer’s permit, a small-scale beer producer’s permit or a”.

**45.** Section 103.1 of the said Act is amended by replacing the words “A permit holder” in the first line of the first paragraph by the words “The holder of a permit issued under the Act respecting liquor permits or of a small-scale production permit issued under the Act respecting the Société des alcools du Québec”.

**46.** Section 103.3 of the said Act is amended by inserting the words “or of a small-scale beer producer’s permit” after the word “permit” in the third line.

**47.** The said Act is amended by inserting, after section 107, the following section:

**“107.1** Any person is guilty of an offence and liable, for a first offence, to a fine of \$500 to \$1,000 and, for a second or subsequent offence, to a fine of \$1,000 to \$2,000 who

(1) sells at wholesale specific constituents of beer or wine or equipment for the domestic manufacture of beer or wine without being the holder of a raw material and equipment wholesaler’s permit issued under the Act respecting liquor permits;

(2) sells such products at retail without being the holder of a raw material and equipment retailer’s permit issued under the Act respecting liquor permits;

(3) being the holder of a raw material and equipment retailer’s permit, purchases such products from a person who is not the holder of a raw material and equipment wholesaler’s permit.”

**48.** Section 108 of the said Act is amended by inserting the words “or, in the case of alcoholic beverages made by the holder of a small-scale production permit, any container to which a numbered sticker issued by the board is not affixed” after the word “affixed” in the third line of subparagraph 2 of the first paragraph.

**49.** Section 109 of the said Act is amended

(1) by inserting the words “issued under the Act respecting liquor permits or his small-scale production permit issued under the Act respecting the Société des alcools du Québec” after the word “permit” in the first line of paragraph 3;

(2) by replacing the words “, contravenes section 103.1” in paragraph 9 by the words “referred to in section 103.1, contravenes that section”.

**50.** Section 112 of the said Act is amended by inserting the words “issued under the Act respecting liquor permits or of a small-scale production permit issued under the Act respecting the Société des alcools du Québec” after the word “permit” in the first line of paragraph 3.

**51.** Section 114 of the said Act is amended in paragraph 3

(1) by inserting the words “or a numbered sticker issued by the board” after the word “Corporation” in the second line;

(2) by inserting the words “or numbered stickers imitating those used by the board” after the word “Corporation” in the fourth line;

(3) by inserting the words “or from the board, as the case may be,” after the word “Corporation” in the fifth line;

(4) by replacing the words “or stamps” in the sixth line by the words “, stamps or numbered stickers”;

(5) by inserting the words “or the board, as the case may be,” after the word “Corporation” in the sixth line;

(6) by replacing the word “its” in the seventh line by the word “their”.

**52.** Section 116 of the said Act is amended by inserting the words “issued under the Act respecting liquor permits or a small-scale production permit issued under the Act respecting the Société des alcools du Québec” after the word “permit” in the second line.

**53.** The said Act is amended by inserting, before section 133, the following section:

**“132.1** For the purposes of this division, the word “permit” means, unless otherwise required by the context, a permit, issued under the Act respecting liquor permits, authorizing alcoholic beverages to be sold or served or a small-scale production permit issued under the Act respecting the Société des alcools du Québec.”

#### TRANSITIONAL AND FINAL PROVISIONS

**54.** Every small-scale production permit, issued under the Act respecting the Société des alcools du Québec (R.S.Q., chapter S-13), authorizing the production of beer shall become on (*insert here the date of coming into force of section 3*) a small-scale beer producer’s permit.

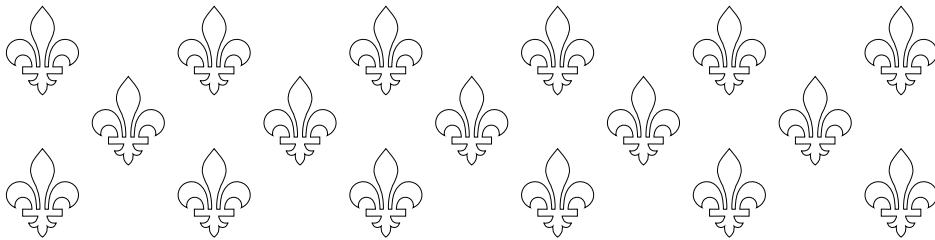
**55.** Until the coming into force of a regulation fixing the fees payable for a small-scale beer producer’s permit, the fees prescribed for a small-scale production permit shall apply to small-scale beer producer’s permits.

**56.** Any person who carries on an activity described in section 34.1 or 34.2 of the Act respecting liquor permits, enacted by section 21 of this Act, may, provided he applies, within 90 days of the coming into force of the said sections, for the issue of a permit provided for in those sections, continue to carry on the activity without being the holder of such a permit, until the Régie des alcools, des courses et des jeux decides the application.

**57.** Until the coming into force of a regulation fixing the fees payable for a raw material and equipment wholesaler’s permit or for a raw material and equipment retailer’s permit, the fees prescribed for a grocery permit shall apply to such permits.

**58.** This Act comes into force on 5 July 1996.





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# NATIONAL ASSEMBLY

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SECOND SESSION

THIRTY-FIFTH LEGISLATURE

Bill 116  
(1996, chapter 36)

**An Act to amend the Act  
respecting health services and  
social services**

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**Introduced 4 December 1995  
Passage in principle 7 June 1996  
Passage 19 June 1996  
Assented to 20 June 1996**

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**Québec Official Publisher  
1996**

## EXPLANATORY NOTES

*This bill amends various provisions of the Act respecting health services and social services relating to the establishment and composition of the boards of directors of public institutions and regional boards.*

*The bill proposes a new procedure for establishing the board of directors responsible for administering all the institutions that operate, in the territory of a given regional board, a rehabilitation centre for persons with physical impairments. It also provides that a regional board will be able to propose to the Minister of Health and Social Services that a single board of directors be established for the administration of certain institutions in the circumstances specified in the bill. For example, where an institution operating a residential and long-term care centre has its head office in the territory served by an institution operating a local community service centre, both institutions could, under the bill, be administered by the same board of directors, as could two or more institutions operating general and specialized hospital centres with 50 or more beds that have their head offices in the territory of the same regional board. The Minister's decision accepting a proposal put forward by a regional board must be ratified by a government order tabled in the National Assembly.*

*In addition to defining the composition of a board of directors established in the circumstances described above, the bill introduces changes to the composition of the various other boards of directors established under the Act, particularly as regards the cooptation of new members to reflect the regional or supra-regional vocation of certain institutions.*

*The bill redefines the procedure for the election or appointment of the members of the boards of directors of public institutions, and the eligibility requirements to be met by future members.*

*The bill abolishes the regional assemblies whose main function was to elect, from among their members, a group of persons to serve on the boards of directors of the regional boards, and, consequentially, amendments are introduced to redefine the rules and procedures governing the establishment and composition of the boards of directors of regional boards.*

*Lastly, the bill includes amendments of a technical, terminological or consequential nature, as well as transitional provisions.*





## Bill 116

### **An Act to amend the Act respecting health services and social services**

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

**1.** The Act respecting health services and social services (R.S.Q., chapter S-4.2) is amended by replacing sections 121 to 123 by the following section:

**“121.** A board of directors shall be established to administer all the institutions having their head offices in the territory of a regional board and operating a rehabilitation centre for persons with a physical impairment.

However, for the application of this section as regards the territory of the regional board established for the Montréal Centre region, the Minister may, on a proposal of the regional board, determine the organization referred to in the first paragraph otherwise than on the basis of the territory of the regional board.”

**2.** The said Act is amended by inserting, after section 126, the following sections:

**“126.1** In order to develop a network of continuous service for users while protecting the mission of the institutions concerned, a regional board may, after consulting the institutions concerned, propose to the Minister that the following institutions be administered by the same board of directors: an institution operating a local community service centre and one or more institutions operating either a residential and long-term care centre or both a residential and long-term care centre and a hospital centre with less than 50 beds providing only emergency care and general care and related consultations, or only such a hospital centre, if all the institutions have their head offices in the territory of the institution

operating the local community service centre and if that territory does not form part of the territory of the Montréal or Québec urban communities.

Where warranted by circumstances, such as the density of the population served or the organization of the services established on the basis of policies determined by the Minister, a regional board may, after consulting the institutions concerned, propose to the Minister that two or more institutions operating a local community service centre be administered by the same board of directors if they have their head offices in the territory of the same regional county municipality.

**“126.2** A regional board may, after consulting the institutions concerned, propose to the Minister that two or more institutions operating a general and specialized hospital centre with 50 or more beds and having their head offices in the territory of the regional board, be administered by the same board of directors.

**“126.3** Every decision made by the Minister pursuant to section 126.1 or 126.2 must be approved by the Government, which shall determine the day and month when the elections and appointments of the persons referred to in sections 135 and 137 are to take place.

The Minister shall table every order made under the first paragraph before the National Assembly within 30 days of the day on which it is made or, if the National Assembly is not sitting, within 30 days of resumption.

**“126.4** If the election or appointment of a member pursuant to section 126.3 does not take place, the regional board shall make the appointment within the following 30 days.

The invitation to the population to attend the public meeting held under section 135 shall be made jointly by the boards of directors of the institutions concerned.

Notwithstanding the first paragraph of section 149, the terms of office of the members of the first board of directors established pursuant to section 126.1 or 126.2 shall, for certain members, run only until the month of October or November of the year in which a public meeting is normally held under section 135, and for the remaining members, until elections, appointments and cooptations have taken place under sections 137 and 138.

From the thirtieth day following the day on which the cooptation referred to in section 138 is completed, the institutions concerned by a decision of the Minister made pursuant to section 126.1 or 126.2 shall cease to be administered by the boards of directors established pursuant to section 119 or 126, as the case may be, and shall begin to be administered by the first boards of directors established pursuant to section 126.1 or 126.2, as the case may be.

**“126.5** The Government may, if it considers that the circumstances so require and in order to ensure that a decision made by the Minister under section 126.2 is implemented in the best possible conditions, allow the Minister to designate provisional members for a maximum period of two years after consulting the institutions concerned.

From the tenth day following the day on which the provisional members are designated, the institutions concerned shall cease to be administered by the boards of directors established pursuant to section 126 and shall be administered by the provisional members.

Section 193.1, adapted as required, applies to the appointment of the director generals of the institutions concerned by the provisional members.”

**3.** Section 128 of the said Act is amended by inserting the words “the type of clientele served,” after the word “territory,” in the fourth line of the first paragraph.

**4.** Section 129 of the said Act is amended

(1) by replacing the words “corporation” and “corporations” in the first, second and fourth lines of paragraph 4 by the words “legal person” and “legal persons”, respectively;

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

“(5) where applicable, one person or, if paragraph 4 cannot be applied, two persons elected by the board of directors of the foundation whose object is to collect contributions made for the benefit of one of the institutions concerned or, if there is more than one institution in that situation, elected jointly by the boards of directors of such foundations;”;

(3) by replacing the words “after consultation with” in the second line of paragraph 6 by the words “from a list of names provided by”;

(4) by replacing paragraph 8 by the following paragraph:

“(8) two persons, in the case of an institution referred to in section 119, or four persons, in the case of an institution referred to in sections 120, 121 and 124, appointed by the members referred to in paragraphs 1 and 3 to 6.”

**5.** Section 130 of the said Act is amended

(1) by replacing the words “however, the position titles of the elected persons must be different and, where applicable, those persons must be members of different professional corporations” in the eighth, ninth, tenth and eleventh lines of paragraph 2 by the words “however, in the case of an institution operating a child and youth protection centre and also, alone or with other institutions, a rehabilitation centre for young persons with adjustment problems or for mothers with adjustment problems, the three persons elected must be elected by and from among the persons working for the institution or institutions concerned or practising their professions in one of the centres operated by the institution or institutions concerned and must, in all cases, hold different position titles and, where applicable, be members of different professional orders;”;

(2) by adding, at the end of paragraph 3, the words “; however, where the institution operating the child and youth protection centre is in the situation described in the second sentence of paragraph 2, the two persons elected must be elected by the members of the users’ committees of the institution or institutions concerned;”;

(3) by replacing the words “corporation” and “corporations” in the first, second and fourth lines of paragraph 4 by the words “legal person” and “legal persons”, respectively;

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

“(5) where applicable, one person or, if paragraph 4 cannot be applied, two persons elected by the board of directors of the foundation whose object is to collect contributions made for the benefit of one of the institutions concerned or, if there is more than one institution in that situation, elected jointly by the boards of directors of such foundations;”;

(5) by replacing the words “after consultation with” in the second line of paragraph 6 by the words “from a list of names provided by”;

(6) by replacing the word “two” in the first line of paragraph 8 by the word “four”.

**6.** Section 131 of the said Act is amended

(1) by striking out the words “designated as a health care centre” in the fifth and sixth lines of paragraph 2;

(2) by replacing the words “corporation members where the institution is a corporation” in the first and second lines of paragraph 3.1 by the words “the members of the legal person where the institution is a legal person”;

(3) by replacing paragraph 4 by the following paragraph:

“(4) where applicable, one person or, if paragraph 3.1 cannot be applied, two persons elected by the board of directors of the foundation whose object is to collect contributions made for the benefit of the institution;”.

**7.** The said Act is amended by inserting, after section 131, the following section:

**“131.1** The board of directors of the institutions referred to in section 126.1 shall be composed of the following persons, who shall be members of the board as and when they are elected or appointed:

(1) five persons elected by the population at the public meeting held under section 135;

(2) two persons elected by and from among the persons employed by the institution operating the local community service centre or practising their profession in the centre and one person elected by and from among the persons employed by the other institution or institutions concerned or practising their profession in one of the centres operated by the institution or institutions; however, if among the other institutions concerned, an institution or institutions operate only a residential and long-term care centre and an institution or institutions operate either a hospital centre with less than 50 beds or both a residential and long-term care centre and a hospital centre with less than 50 beds, one of the three persons shall be elected by and from among the persons employed by the institution operating the local community service centre or practising their profession in the centre, the second shall be elected by and from among the persons employed by the institution or institutions operating only a residential and long-term care centre or practising their profession

in the centre operated by that institution or those institutions and the third person shall be elected by and from among the persons employed by the other institution or institutions concerned or practising their profession in one of the centres operated by that institution or those institutions; moreover, in the case of the institutions referred to in the second paragraph of section 126.1, the three persons elected shall be elected by and from among the persons employed by the institutions or practising their profession in a centre operated by the institutions; the elected persons shall, in all cases, hold different position titles and, where applicable, be members of different professional orders;

(3) where applicable, two persons elected by the members of the users' committees of the institutions;

(4) three persons appointed by the members of the legal person, where one of the institutions concerned is a legal person designated by the Minister under section 139 or, if more than one institution is such a legal person, appointed jointly by the members of the said legal persons;

(5) where applicable, one person elected by the board of directors of the foundation whose object is to collect contributions made for the benefit of the institution operating the local community service centre and, if paragraph 4 cannot be applied, one person elected by the board of directors of the foundation whose object is to collect contributions made for the benefit of one of the other institutions concerned or, if there is more than one institution in that situation, elected jointly by the boards of directors of such foundations; however, in the case of institutions referred to in the second paragraph of section 126.1, one person elected by the board of directors of the foundation whose object is to collect contributions made for the benefit of one of the institutions concerned or, if there is more than one institution in that situation, elected jointly by the boards of directors of such foundations;

(6) the executive director of each institution concerned;

(7) two persons appointed by the members referred to in paragraphs 1 and 3 to 5.”

**8.** Section 132 of the said Act is amended

(1) by replacing the word “corporation” in the first and in the second lines of paragraph 4 by the words “legal person”;

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

“(5) where applicable, one person or, if paragraph 4 cannot be applied, two persons elected by the board of directors of the foundation whose object is to collect contributions made for the benefit of the institution;”;

(3) by replacing the word “two” in the first line of paragraph 7 by the word “four”.

**9.** The said Act is amended by inserting, after section 132, the following section :

**“132.1** The board of directors of the institutions referred to in section 126.2 shall be composed of the following persons, who shall be members of the board as and when they are elected or appointed :

(1) four persons elected by the population at the public meeting held under section 135;

(2) one person elected by and from among the physicians, dentists and pharmacists practising in one of the centres operated by the institutions, one person elected by and from among the nurses employed by the institutions, one person elected by and from among the members of the multidisciplinary council or councils, as the case may be, including persons performing nursing assistant activities for the institutions, and one person elected by and from among the other persons employed by the institutions;

(3) where applicable, two persons elected by the members of the users’ committees of the institutions;

(4) three persons appointed by the members of the legal person, where one of the institutions concerned is a legal person designated by the Minister under section 139 or, where more than one institution is such a legal person, appointed jointly by the members of the said legal persons;

(5) where applicable, one person or, if paragraph 4 cannot be applied, two persons elected by the board of directors of the foundation whose object is to collect contributions made for the benefit of one of the institutions concerned or, if there is more than one institution in that situation, elected jointly by the boards of directors of such foundations;

(6) the executive director of each institution concerned ;

(7) four persons appointed by the members referred to in paragraphs 1 and 3 to 5.”

**10.** Section 133 of the said Act is amended

(1) by replacing the words “or a university institute” in the second and third lines of the first paragraph by the words “, university institute or affiliated university centre”;

(2) by replacing the words “section 129, 130, 131 or 132” in the third line of the first paragraph by the words “any of sections 129 to 132.1”;

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

“The board of directors shall also include

(1) where the institution operates a hospital centre designated as a university hospital centre, four persons appointed by the university with which the institution is affiliated, two of whom carrying on mainly teaching activities and two mainly research activities, and a medical resident elected by and from among the medical residents practising at the hospital centre;

(2) where the institution operates a centre designated as a university institute, two persons appointed by the university with which the institution is affiliated, one of whom carrying on mainly teaching activities and one mainly research activities and, where the institution operates a hospital centre designated as a university institute, a medical resident elected by and from among the medical residents practising at the hospital centre;

(3) where the institution operates a centre designated as an affiliated university centre, one person appointed by the university with which the institution is affiliated and carrying on mainly teaching or research activities and, where the institution operates a hospital centre designated as an affiliated university centre, a medical resident elected by and from among the medical residents practising at the hospital centre.”;

(4) by replacing the words “section 132” in the last line of the third paragraph by the words “each of sections 131.1 to 132.1”.



**11.** The said Act is amended by inserting, after section 133, the following sections :

**“133.1** In the case of an institution to which the Minister has assigned a supra-regional vocation pursuant to paragraph 1 of section 112, the board of directors shall also include two persons in addition to those referred to in paragraph 8 of section 129 or section 130, paragraph 6 of section 131 or paragraph 7 of any of sections 131.1 to 132.1, as the case may be. The two persons shall, however, be chosen from a list of names supplied by the regional boards concerned by the supra-regional vocation of the institution.

This section does not apply to an institution operating a hospital centre designated as a university hospital centre.

**“133.2** New members may be elected, appointed or coopted as soon as one of the following situations occurs :

(1) the Minister designates a centre operated by an institution as a university hospital centre, university institute or affiliated university centre, pursuant to any of sections 88 to 91 ;

(2) the Minister assigns a supra-regional vocation to an institution pursuant to paragraph 1 of section 112 ;

(3) a foundation whose object is to collect contributions made for the benefit of an institution is established ;

(4) paragraph 4 of any of sections 129, 130, 131.1, 132 and 132.1, or of paragraph 3.1 of section 131, cannot be applied and, consequently, a further member can be appointed under paragraph 5 of section 129, 130, 131.1, 132 or 132.1, or paragraph 4 of section 131.

The election or appointment of such persons shall be carried out in accordance with the procedure set out in section 137, and cooptation shall be carried out in accordance with section 133.1.

The term of office of a person elected, appointed or coopted pursuant to this section shall end, notwithstanding section 149, at the same time as the term of office of the other members of the board of directors.”

**12.** Section 134 of the said Act is amended by replacing the figure “132” in the first line by the figure “132.1”.

**13.** Section 135 of the said Act is amended

(1) by inserting the words “or November” after the word “October” in the second line of the first paragraph;

(2) by replacing the words “section 129, 130, 131 or 132” in the fourth line of the first paragraph by the words “each of sections 129 to 132.1”;

(3) by inserting, after the first paragraph, the following paragraph:

“In addition to the restrictions and limitations set out in sections 150 and 151, no person may be a candidate at more than one public meeting held in accordance with the first paragraph. A person may vote only in the region in which he has his principal residence, and may vote only once at each of the following public meetings:

(1) a meeting held by an institution operating a local community service centre serving the population of the territory in which the person’s principal residence is situated;

(2) one of the meetings held in the region to elect members to the board of directors of an institution referred to in section 125;

(3) one of the meetings held in the region to elect members to the board of directors of an institution referred to in section 119;

(4) one of the meetings held in the region to elect members to the board of directors of an institution referred to in sections 120, 121 and 124;

(5) one of the meetings held in the region to elect members to the board of directors of an institution referred to in sections 132 and 132.1.”;

(4) by inserting the words “referred to in the first paragraph” after the word “meeting” in the first line of the second paragraph.

**14.** Section 136 of the said Act is replaced by the following section:

“**136.** The board of directors may decide that the public meeting required by section 135 is to be held in more than one place.”

**15.** Section 137 of the said Act is amended

(1) by replacing the words “section 132” in the fourth line of the first paragraph by the words “each of sections 131.1 to 132.1”;

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

“Elections or appointments under the first paragraph shall take place on the date fixed by the regional board but within the 30 days preceding the date fixed by the Minister for the holding of a public meeting pursuant to section 135; however, appointments under paragraph 6 of each of section 129 and 130 shall take place during the 30 days following the holding of such a public meeting.”

**16.** Section 138 of the said Act is amended

(1) by replacing the words “or in paragraph 7 of section 132” in the fourth line of the first paragraph by the words “, in paragraph 7 of each of sections 131.1 to 132.1 or in section 133.1”;

(2) by inserting the words “representation of the different parts of the territory, and better” after the word “better” in the fourth line of the second paragraph.

**17.** Section 139 of the said Act is amended

(1) by replacing the word “corporations” in the first line of the first paragraph by the words “legal persons”;

(2) by striking out the words “de la corporation” in the third and fourth lines of the first paragraph of the French text;

(3) by replacing the words “section 132” in the sixth line of the first paragraph by the words “each of sections 131.1 to 132.1”;

(4) by replacing the word “corporation” in the first and third lines of the second paragraph by the words “legal person”.

**18.** Section 151 of the said Act is amended

(1) by inserting the words “or appointed” after the word “elected” in the second line of the third paragraph;

(2) by replacing the figure “132” in the fourth line of the third paragraph by the words “132.1 and 133.1”;

(3) by adding, at the end, the following paragraph:

“No member of a legal person referred to in paragraph 4 of section 129 or 130, paragraph 3.1 of section 131 or paragraph 4 of each of sections 131.1 to 132.1 may be elected during a public meeting held under section 135.”

**19.** Section 152 of the said Act is amended by adding the following paragraph:

“In addition, a person elected at a public meeting held under section 135 shall cease to be a member of the board of directors upon becoming disqualified pursuant to the first or the fourth paragraph of section 151.”

**20.** Section 156 of the said Act is amended

(1) by replacing the figure “132” in the second line of subparagraph 1 of the first paragraph by the figure “132.1”;

(2) by inserting the words “, and provided the appointment takes into account the cases of ineligibility set out in the first and fourth paragraphs of section 151, in the case of a person appointed to replace a member elected under the first paragraph of section 135” after the word “replaces” in the fourth line of subparagraph 2 of the first paragraph.

**21.** Section 167 of the said Act is amended by inserting the words “or under section 126.1 or 126.2” after the figure “125” in the second line.

**22.** Section 168 of the said Act is amended

(1) by replacing the word “corporation” in the third, fourth and seventh lines of the first paragraph by the words “legal person”;

(2) by inserting the words “or established in accordance with section 126.1 or 126.2” after the figure “125” in the second line of the second paragraph.

**23.** Section 181.2 of the said Act is amended

(1) by replacing the word “corporation” in the second line by the words “legal person”;

(2) by replacing the figure “132” in the third line by the figure “132.1”.

**24.** The said Act is amended by inserting, after section 193, the following section:

**“193.1** The board of directors of the institutions referred to in section 126.1 or 126.2 must, as soon as possible after beginning its administration pursuant to section 126.4, appoint an executive director to the institutions concerned in accordance with the standards prescribed by government regulation under section 507.

The competition held to select such an executive director shall, however, be open only to the executive directors of the institutions concerned and to any other person who, on the date of commencement of the competition, has occupied one of the positions of executive director concerned for at least one year on a temporary basis or who has, on that date, a written contract of employment for a period of not less than one year.

If, after having applied the second paragraph, the board of directors has been unable to appoint an executive director, it must proceed in accordance with the standards prescribed by government regulation under section 507.

The provisions of this section, adapted as required, also apply where a new board of directors must be established following the issue of an order pursuant to section 128.”

**25.** Section 213 of the said Act is amended by inserting the words “or in accordance with section 126.1 or 126.2” after the figure “125” in the second line of the third paragraph.

**26.** Section 219 of the said Act is amended by inserting the words “or in accordance with section 126.1 or 126.2” after the figure “125” in the second line of the third paragraph.

**27.** Section 226 of the said Act is amended by inserting the words “or in accordance with section 126.1 or 126.2” after the figure “125” in the second line of the fifth paragraph.

**28.** Section 285 of the said Act is amended by inserting the words “and in sections 126.1 and 126.2” after the figure “125” in the second line of the first paragraph.

**29.** Section 319 of the said Act is amended

(1) by replacing the words “In the case of an institution referred to in section 131 or 132” in the first line of the second paragraph by the words “In the cases referred to in section 319.1”;

(2) by replacing the words “the said sections. Such persons shall be appointed as” in the third and fourth lines of the second paragraph by the words “sections 129 to 133.1, as the case may be; such persons shall be”;

(3) by adding, at the end of the second paragraph, the following sentence: “The executive director of the institution shall, once appointed, be a member of the board of directors.”;

(4) by striking out the third paragraph.

**30.** The said Act is amended by inserting, after section 319, the following section :

**“319.1** The second paragraph of section 319 shall apply

(1) to an institution resulting from the amalgamation of all the institutions referred to in section 125;

(2) to an institution referred to in section 129 if, in the territory in which the head office of the institution is situated, no board of directors has been established to administer other institutions of the same type that have their head offices in that territory;

(3) to an institution referred to in section 129 if the regional board, after taking into account the criteria set out in section 128, has recommended to the Minister that the institution be excluded from the group of similar institutions in the territory and that a board of directors be established to administer only that institution;

(4) to an institution referred to in section 131 or 132.

However, the provisions of subparagraphs 2 and 4 of the first paragraph do not apply where the new institution results from the amalgamation or conversion of institutions that, pursuant to section 126.1 or 126.2, were already administered by a board of directors established to administer at least one other institution that remains in existence.”

**31.** Section 340 of the said Act is amended by striking out the words “, and submitting such priorities to the regional assembly established under section 418 for approval” in the third and fourth lines of subparagraph 2 of the second paragraph.

**32.** Section 343 of the said Act is amended by replacing the first paragraph by the following paragraph :

**“343.** The regional board shall see that the mechanisms for public participation provided for in this Act, such as users’ committees, are implemented.”

**33.** Section 346 of the said Act is amended by replacing the words “the priorities approved by the regional assembly” in the first and second lines of the first paragraph by the words “health and welfare priorities”.

**34.** Section 347 of the said Act is amended by striking out the words “which it shall deposit with the regional assembly” in the fourth and fifth lines of the first paragraph.

**35.** Section 390 of the said Act is amended

(1) by striking out the first sentence;

(2) by striking out the word “également” in the third line of the French text.

**36.** Section 391 of the said Act is amended by striking out the last sentence.

**37.** Section 397 of the said Act is replaced by the following section:

**“397.** The board of directors of a regional board shall consist of the following persons who shall become members of the board as and when they are elected or appointed:

(1) six persons elected by institutions from among the members of the boards of directors of the public institutions referred to in paragraph 1 of each of sections 129 to 132.1 and the administrators and members of the boards of directors of private institutions;

(2) four persons elected by the regional community organizations designated by the regional board from among the members of the boards of directors of those organizations;

(3) four persons elected by regional county municipalities from among the elected municipal officers of the local municipalities whose territories are comprised within that of the regional county municipalities; in a region in which there is also an urban community, two of the four persons shall be elected by the urban community from among the elected municipal officers of the municipalities whose territories are comprised within that of the urban community; in the

case of the regional board established for the Montréal Centre region, three persons shall be elected by the Communauté urbaine de Montréal from among the elected municipal officers of the municipalities, other than Ville de Montréal, whose territory is comprised within that of the Communauté urbaine de Montréal and one person shall be appointed by Ville de Montréal from among its elected municipal officers; in the case of the regional board established for the Laval region, all four persons shall be elected by Ville de Laval from among its elected municipal officers;

(4) two persons elected by the educational institutions having their head offices in the region from among the administrators and board members of such institutions;

(5) three persons elected by the regional organizations designated by the regional board as being the most representative of socio-economic groups, and by organizations and associations that have been designated by the regional board and whose activities are related to the field of health and social services;

(6) three persons appointed by the persons elected under subparagraphs 1 to 5, in accordance with section 398;

(7) the chairman of the regional medical commission;

(8) the executive director of the regional board.

No election under subparagraph 3 of the first paragraph may result in the election of more than one elected municipal officer from each regional county municipality or from each municipality whose territory is comprised within that of an urban community. No election under subparagraph 4 of the first paragraph may result in the election of more than one of the administrators or board members of such educational institutions.

No person may be a candidate in more than one election under subparagraphs 1 to 5 of the first paragraph.”

**38.** Section 397.1 of the said Act is replaced by the following sections:

**“397.1** In the case of the regional board established for the Nord-du-Québec region, three persons shall be elected under subparagraph 1 of the first paragraph of section 397, two persons under each of subparagraphs 2, 3 and 6 and one person under each of subparagraphs 4 and 5.



The persons elected under subparagraph 3 of the first paragraph of section 397 shall be elected by the municipalities of the region.

**“397.2** The Minister may determine, for each region he designates, the composition of each group referred to in subparagraphs 1 to 5 of the first paragraph of section 397 in order to ensure an equitable representation of institutions, reflecting the mission of the centres they operate, of community organizations, regional county municipalities and municipalities whose territories are comprised in the territory of an urban community, educational institutions and socio-economic groups, and of the organizations and associations whose activities are related to the field of health and social services.

The Minister may determine, for each region he designates, whether the groups referred to in each of subparagraphs 1 and 2 of the first paragraph of section 397 are to hold a single election or separate elections, according to the missions of the centres operated by the institutions or the type of services provided by the community organizations.

The Minister may determine, for each region he designates, the number of persons elected by organizations representing socio-economic groups and by organizations and associations whose activities are related to the field of health and social services.

**“397.3** The Minister shall determine, by regulation, the procedure to be followed for the election of the persons referred to in subparagraphs 1 to 5 of the first paragraph of section 397.

The Minister shall fix the date on which each election is to be held.”

**39.** Section 398 of the said Act is amended

(1) by replacing the first paragraph by the following paragraph :

**“398.** Once the election of the members referred to in subparagraphs 1 to 5 of the first paragraph of section 397 has been completed, the members shall, within 30 days, elect three persons by cooptation to the board of directors.”;

(2) by adding, at the end of the second paragraph, the following words “as well as the most equitable representation possible of men and women”.

**40.** The said Act is amended by inserting, after section 398, the following section:

**“398.1** Section 150, adapted as required, applies to the members of the board of directors of a regional board.

In addition, with the exception of the executive director of the regional board and the chairman of the regional medical commission, no person who is employed by the Ministère de la Santé et des Services sociaux, a regional board, an institution or the Régie de l'assurance-maladie du Québec, or who receives remuneration from the latter, may be a member of the board of directors of a regional board.

A bursary, a subsidy or an amount paid under a research contract is deemed not to be remuneration for the purposes of the second paragraph.

No person employed by a community organization may be elected or appointed as a member of the board of directors of a regional board, except under subparagraph 2 of the first paragraph of section 397.”

**41.** Section 399 of the said Act is replaced by the following section:

**“399.** The term of office of persons elected or appointed under subparagraphs 1 to 6 of the first paragraph of section 397 is three years. Such persons shall, however, remain in office until re-elected, reappointed or replaced, notwithstanding any new election held under section 135 in the case of a person elected under subparagraph 1 of the said first paragraph.

The term of office of such persons cannot be renewed more than once.”

**42.** Section 401 of the said Act, amended by section 2 of chapter 28 of the statutes of 1995, is again amended

(1) by replacing the first paragraph by the following paragraph:

**“401.** Any vacancy occurring during the term of office of a member of a board of directors elected under any of subparagraphs 1 to 5 of the first paragraph of section 397 shall be filled for the unexpired portion of the term by way of a resolution of the board of

directors, provided that the person so appointed possesses the same qualifications for membership of the board of directors as the person replaced.”;

(2) by inserting the words “occurring during a term of office” after the word “vacancy” in the first line of the second paragraph.

**43.** Section 405 of the said Act is amended by striking out subparagraph 4 of the second paragraph.

**44.** Chapter II of Title I of Part III of the said Act, comprising sections 418 to 430, is repealed.

**45.** Section 473 of the said Act is amended by replacing the words “Cette corporation” in the first line of the second paragraph of the French text by the words “La Corporation”.

**46.** Section 474 of the said Act is amended by replacing the word “corporation” in the last line of the French text by the word “Corporation”.

**47.** Section 530.18 of the said Act is amended by replacing the figure “132” in the fourth line by the figure “132.1”.

**48.** Section 530.26 of the said Act is amended by striking out the first paragraph.

**49.** Section 531 of the said Act is amended by inserting the words “the second paragraph of section 135,” after the words “provision of” in the first line of the first paragraph.

**50.** Division II of Chapter II of Part VII of the said Act, comprising sections 607 to 611, section 612, amended by section 9 of chapter 28 of the statutes of 1995, section 613 and section 613.1, enacted by section 10 of chapter 28 of the statutes of 1995, is repealed.

**51.** The said Act is amended by replacing the words “corporation”, “corporations” and “corporation within the meaning of the Civil Code of Lower Canada”, wherever they occur in sections 98, 99, 140, 154, 170, 179, 180, 181.1, 182, 262.1, 265, 270, 271, 272, 273, 274, 320, 327, 331, 342, 383, 435, 471, 540, 551, 553, 601, 601.1, enacted by section 7 of chapter 28 of the statutes of 1995, 619.7 and 619.36, and in the heading of subdivision 5 of Division I of Chapter III of Title I of Part II, by the words “legal person” and “legal persons”, respectively.

**52.** The provisions introduced by paragraph 3 of section 29 of this Act have effect from 1 October 1992.

**53.** The provisions of subparagraph 1 of the first paragraph of section 319.1 of the Act respecting health services and social services, introduced by section 30 of this Act, have effect from 22 March 1995.

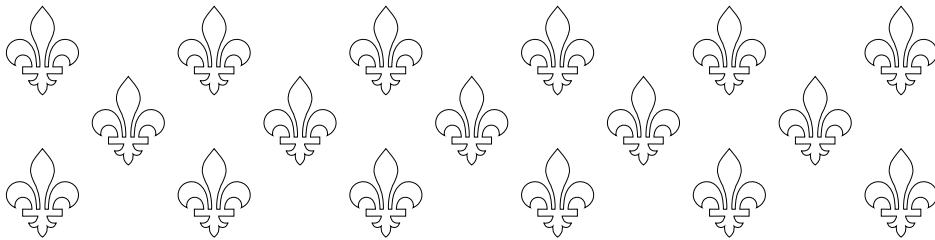
**54.** With the exception of the executive director and the chairman of the regional medical commission, any person who, on 20 June 1996, is a member of the board of directors of a regional board shall remain in office, notwithstanding any inconsistent provision, until elected or replaced at the first elections held pursuant to section 397 of the Act respecting health services and social services, as replaced by section 37 of this Act or, in the case of a co-opted member, until appointed or replaced by the new board of directors.

The provisions of section 401 of the Act respecting health services and social services, as it read before 20 June 1996, apply to any vacancy occurring during the continuance in office of a person referred to in the first paragraph. The designation of substitutes under the first paragraph of section 613 of the said Act shall remain valid for such purpose, notwithstanding the repeal of that section by section 50 of this Act.

**55.** Notwithstanding the coming into force of section 1 of this Act, the boards of directors established pursuant to sections 121 to 123 of the Act respecting health services and social services, as they read before 20 June 1996, shall continue their administration until the new board of directors referred to in section 121 of the Act respecting health services and social services, replaced by section 1 of this Act, is established in accordance with section 129 of the Act respecting health services and social services, amended by section 4 of this Act.

**56.** Notwithstanding the coming into force of this Act, the provisions of sections 129 to 133 of the Act respecting health services and social services, as they read before 20 June 1996, continue to apply to the composition of boards of directors established pursuant to sections 119, 120, 124, 125 and 126 of the said Act until the elections, appointments and cooptations provided for in sections 135, 137 and 138 of the said Act, as amended by sections 13, 15 and 16, respectively, of this Act, have taken place.

**57.** This Act comes into force on 20 June 1996.



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# NATIONAL ASSEMBLY

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SECOND SESSION

THIRTY-FIFTH LEGISLATURE

Bill 117  
(1996, chapter 37)

## **An Act to amend the Watercourses Act**

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**Introduced 4 December 1995**  
**Passage in principle 8 December 1995**  
**Passage 17 June 1996**  
**Assented to 20 June 1996**

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**Québec Official Publisher  
1996**

## EXPLANATORY NOTE

*This bill amends the Watercourses Act pursuant to the Budget Speech of 9 May 1995 and that of 9 May 1996.*

## Bill 117

### **An Act to amend the Watercourses Act**

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

**1.** Section 68 of the Watercourses Act (R.S.Q., chapter R-13) is amended

(1) by replacing “of \$1.58 fixed for the year 1990” in the fourth line of the first paragraph by “of

(1) \$2.31 for the period extending from 10 May 1995 to 31 December 1995;

(2) \$2.01 for the period extending from 1 January 1996 to 31 December 1996;

(3) \$2.16 for the period extending from 1 January 1997 to 31 December 1997;

(4) \$2.31 for the period extending from 1 January 1998 to 31 December 2000.”;

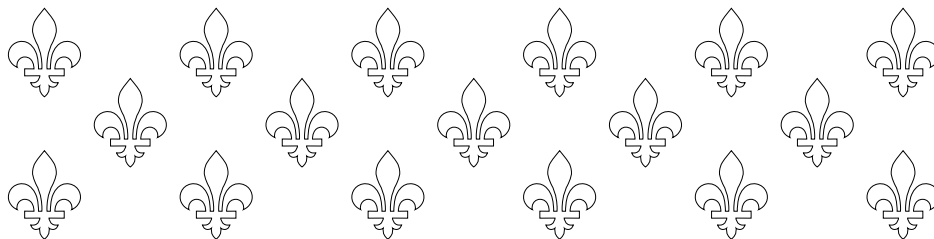
(2) by replacing the second paragraph by the following paragraph:

“From 1 January 2001, the rate of the charge shall be adjusted on 1 January each year according to the percentage of increase, in relation to the preceding year, in the Consumer Price Index for Canada, as published by Statistics Canada under the Statistics Act (Revised Statutes of Canada, 1985, chapter S-19). For such purpose, the Consumer Price Index for a year is the average monthly index for the 12 months ending on 30 September of the preceding year.”

**2.** Section 1, insofar as it enacts subparagraph 1 of the first paragraph of section 68 of the Watercourses Act, has effect from 10 May 1995, and insofar as it enacts subparagraph 2 of the first paragraph of the said section, has effect from 1 January 1996.

**3.** This Act comes into force on 20 June 1996.





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# NATIONAL ASSEMBLY

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SECOND SESSION

THIRTY-FIFTH LEGISLATURE

Bill 192  
(1996, chapter 38)

**An Act to amend the Act  
respecting the Fondation  
Jean-Charles-Bonenfant**

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**Introduced 19 June 1996  
Passage in principle 19 June 1996  
Passage 19 June 1996  
Assented to 20 June 1996**

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**Québec Official Publisher  
1996**

## EXPLANATORY NOTE

*The object of this bill is to modify the composition of the board of directors of the Fondation Jean-Charles-Bonenfant and to confer on the Office of the National Assembly the power to appoint certain members of the board of directors and to fix the term of office of the directors.*

## Bill 192

### **An Act to amend the Act respecting the Fondation Jean-Charles-Bonenfant**

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

**1.** Section 6 of the Act respecting the Fondation Jean-Charles-Bonenfant (R.S.Q., chapter F-3.2) is replaced by the following sections:

**“6.** The board of directors consists, in addition to the President of the National Assembly, of seven other members appointed by the Office of the National Assembly and chosen as follows:

- (1) two members of the National Assembly;
- (2) two persons from the large business sector;
- (3) two persons from the education sector;
- (4) one member of the personnel of the National Assembly.

Whenever the President of the National Assembly is unable to perform his duties or is absent, either of the two Vice-Presidents shall replace him.

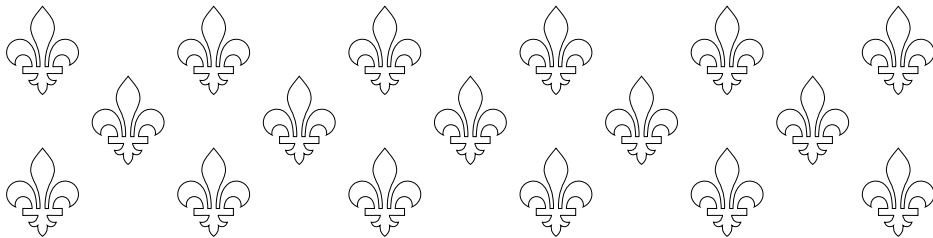
The term of office of the directors, except in the case of the President of the National Assembly, is fixed by the Office of the National Assembly and shall not exceed two years. The term may be renewed.

**“6.1** The President of the National Assembly is the chairman of the board of directors of the foundation *ex officio*.”

**2.** Section 7 of the said Act is repealed.

**3.** The directors of the foundation in office on 20 June 1996 shall remain in office until the Office of the National Assembly appoints the directors of the foundation pursuant to section 1.

**4.** This Act comes into force on 20 June 1996.



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# NATIONAL ASSEMBLY

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SECOND SESSION

THIRTY-FIFTH LEGISLATURE

Bill 201  
(Private)

## **An Act respecting Ville de Lévis**

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**Introduced 29 May 1996**  
**Passage in principle 19 June 1996**  
**Passage 19 June 1996**  
**Assented to 20 June 1996**

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**Québec Official Publisher**  
**1996**



# Bill 201

(Private)

## **An Act respecting Ville de Lévis**

WHEREAS it is in the interest of Ville de Lévis and necessary for its proper administration that the city be granted certain powers relating to its industrial development;

Whereas the city intends to construct railway sidings to foster industrial development and the servicing of industries situated on its territory;

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

**1.** Ville de Lévis may, by by-law, order the construction of railway sidings with a view to fostering its industrial development.

It may also order the construction of a part of a railway siding on the portion of the territory of Paroisse de Saint-Joseph-de-la-Pointe-de-Lévy described in the schedule.

**2.** The city may, for the purposes set out in section 1, acquire by agreement or by expropriation such immovables, servitudes, rights of superficies and other rights as are necessary.

**3.** The Government may authorize the city to modify the right of way plan of the part of the railway siding situated on the territory of Paroisse de Saint-Joseph-de-la-Pointe-de-Lévy.

The Government may also authorize the city to acquire by agreement or by expropriation such immovables, servitudes, rights of superficies and other rights as are necessary to such modification.

**4.** The unsubsidized part of the construction cost of a railway siding shall be charged upon all taxable immovables within the territory of the city.

Any special tax ordered in a loan by-law passed for that purpose shall be levied on the immovables on the basis of their value as entered on the assessment roll in force each year.

**5.** In addition to its tariffing powers under the Act respecting municipal taxation (R.S.Q., chapter F-2.1), the city may, by by-law, impose a compensation for the use of a railway siding to cover maintenance, repair and insurance costs and other current expenditure. Such compensation may be based on the annual tonnage of merchandise transported or on other criteria determined by the city.

**6.** This Act comes into force on 20 June 1996.



## SCHEDULE

Description of railway land situated in  
the territory of Paroisse de Saint-  
Joseph-de-la-Pointe-de-Lévy

With reference to the cadastre for the parish of Saint-Joseph, in  
the registration division of Lévis:

## Part of Chemin des Forts

Mixtilinear in aspect, being bounded on the north by part of  
lots 110-889 and 521, on the southeast and west by other parts  
of Chemin des Forts and on the south by the southern right-of-way  
of Chemin des Forts; measuring, to the north, 56.02 metres along an  
arc of circle 582.20 metres in radius, to the southeast, 27.71 metres,  
to the south, 43.40 metres along an arc of circle 602.32 metres in  
radius, and to the west, 20.72 metres along an arc of circle  
138.00 metres in radius; containing an area of 991 square metres.

## Part of the C.N. railway

Mixtilinear in aspect, being bounded on the north by the southern  
right-of-way of Chemin des Forts; measuring, to the north,  
40.30 metres along an arc of circle 602.32 metres in radius, to the  
southeast, 123.73 metres, to the southwest, 30.48 metres, and to the  
northwest, 97.38 metres; containing an area of 3,361 square metres.

All measurements approximate.



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## Coming into force of Acts

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Gouvernement du Québec

**O.C. 906-96**, 17 July 1996

**An Act to amend the Act respecting the Régie  
du logement and the Civil Code of Québec  
(1995, c. 61)**

— **Coming into force**

COMING INTO FORCE of the Act to amend the Act respecting the Régie du logement and the Civil Code of Québec (1995, c. 61)

WHEREAS the Act to amend the Act respecting the Régie du logement and the Civil Code of Québec (1995, c. 61) was passed on 7 December 1995 and assented to on 11 December 1995;

WHEREAS section 3 of the Act prescribes that the Act will come into force on the date to be fixed by the Government;

WHEREAS it is expedient to fix 1 September 1996 as the date of coming into force of the Act to amend the Act respecting the Régie du logement and the Civil Code of Québec (1995, c. 61);

IT IS ORDERED, therefore, upon the recommendation of the Minister of Municipal Affairs:

THAT 1 September 1996 be fixed as the date of coming into force of the Act to amend the Act respecting the Régie du logement and the Civil Code of Québec (1995, c. 61).

MICHEL CARPENTIER,  
*Clerk of the Conseil exécutif*

9909



## Regulations and other acts

Gouvernement du Québec

### O.C. 907-96, 17 July 1996

An Act respecting the Régie du logement  
(R.S.Q., c. R-8.1)

Civil Code of Québec  
(1991, c. 64; 1995, c. 61)

#### Mandatory lease forms

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 (R.S.Q., c. R-8.1), amended by paragraph 3 of section 1 of Chapter 61 of the Statutes of 1995, 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 of Québec, and in the case of the lease or writing referred to in the first paragraph of article 1895 of the Civil Code of Québec, 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 of Québec, amended by paragraph 1 of section 2 of Chapter 61 of the Statutes of 1995, within ten 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 that, in addition, the lease or writing shall be made on the form the use of which is made mandatory by the regulations of the Government;

WHEREAS under article 1896 of the Civil Code of Québec, at the time of entering into a lease, the lessor shall give a notice to the new lessee, indicating the lowest rent paid in the twelve 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 by Order in Council 1618-93 dated 24 November 1993, the Government made the Regulation respecting the particulars of a lease or writing and the particulars of a notice to a new lessee;

WHEREAS it is expedient to replace that Regulation;

WHEREAS under sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1) a draft of the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee, attached to this Order in Council, was published in Part 2 of the *Gazette officielle du Québec* of 17 April 1996, with a notice that it could be made by the Government upon the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Municipal Affairs:

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

MICHEL CARPENTIER,  
*Clerk of the Conseil exécutif*

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

An Act respecting the Régie du logement  
(R.S.Q., c. R-8.1, s. 108, 1<sup>st</sup> par., subpar. 5;  
1995, c. 61, s. 1)

Civil Code of Québec  
(1991, c. 64, s. 1895; 1995, c. 61, s. 2)

**1.** A lessor shall, in order to enter into a lease governed by Section IV of Chapter IV of Title Two of Book Five of the Civil Code of Québec, use the form of the Régie du logement appearing

(1) in Schedule 1, in the case of a dwelling rented by a student in an educational institution;

(2) in Schedule 2, in the case of a dwelling situated in low-rental housing within the meaning of the first paragraph of article 1984 of the Civil Code of Québec;

(3) in Schedule 3, in the case of land intended as the site for a mobile home;

(4) in Schedule 4, in the case of a dwelling not referred to in the preceding paragraphs and rented out by a cooperative; or

(5) in Schedule 5, in the case of any other dwelling.

**2.** Where one or more services in addition to those indicated in the lease form for a dwelling referred to in Schedules 4 and 5 are offered to a lessee by reason of his personal condition including his age or a handicap, the lessor shall also use the form of the Régie du logement appearing in Schedule 6.

**3.** In the case of an oral lease, a lessor is bound to remit the writing produced by the Régie appearing in Schedule 7.

**4.** The notice to a new lessee provided for in article 1896 of the Civil Code of Québec shall mention the changes made to the leased property including its accessories, dependencies and services and to the other conditions of the lease under which the lowest rent was paid during the 12 months preceding the beginning of the new lease or, as the case may be, in respect of which the rent was fixed by the Court during the same period.

**5.** The form for a lease, or the form for a writing in the case of an oral lease, is sold in duplicate at the maximum retail price of \$1.99 (plus taxes).

**6.** This Regulation replaces the Regulation respecting the particulars of a lease or writing and the particulars of a notice to a new lessee, made by Order in Council 1618-93 dated 24 November 1993. Notwithstanding the foregoing, that replacement is effective only from 1 January 1997 in respect of the dwellings referred to in paragraphs 1 and 2 of section 1.

**7.** This Regulation comes into force on 1 September 1996, except for Schedules 1 and 2, the use of which will be mandatory from 1 January 1997.

**MANDATORY FORM OF THE RÉGIE DU LOGEMENT**  
**LEASE**  
**IN AN EDUCATIONAL INSTITUTION**

This lease comprises 2 parts.

**Part 1**

<b>A</b>	<b>BETWEEN</b>	
<p style="text-align: center;"><b>the lessee, hereinafter referred to as the student</b></p> <p>Name _____</p> <p>Permanent address _____</p> <p>_____</p> <p>Mailing address _____</p> <p>_____</p> <p>Telephone (domicile) _____ (other) _____</p>		<p style="text-align: center;"><b>and the lessor, hereinafter referred to as the educational institution or the institution</b></p> <p>Name and address _____</p> <p>_____</p> <p>Telephone _____</p> <p>Represented by _____</p> <p>Name _____</p> <p>Position _____</p> <p>mandated for that purpose.</p>

- The names indicated in the lease shall be that of the student and that of the educational institution or the name that the law authorizes them to use.
- The singular includes the plural.

<b>B</b>	<b>DESCRIPTION AND DESTINATION OF THE LEASED ROOM AND ACCESSORIES</b>
<p>Note: Make the necessary adaptations if the leased property is a dwelling instead of a room.</p> <p>Address and description of room _____</p> <p>_____</p> <p>_____</p> <p>The room is leased for residential purposes only.</p> <p>Furniture is leased and included in the rent.    Yes <input type="checkbox"/>    No <input type="checkbox"/></p> <p>_____</p> <p>Other accessories _____</p> <p>_____</p> <p>The parties should make a description of the <b>condition of the premises</b> at the time of the delivery of the room (art. 1890 C.C.Q.).</p>	

<b>C</b>	<b>TERM OF LEASE (art. 1851 C.C.Q.)</b>
<p><b>Term</b></p> <p>• The term of the lease is _____ beginning on _____ / _____ / _____</p> <p style="margin-left: 40px;"><small>Specify weeks, months or years</small></p> <p style="margin-left: 100px;"><small>day    month    year</small></p> <p>and ending on _____ / _____ / _____</p> <p style="margin-left: 40px;"><small>day    month    year</small></p> <p style="margin-left: 80px;"><small>(usually the last day of a month)</small></p>	

**D****RENT**

- The **rent** is payable in equal instalments of \$ \_\_\_\_\_ per month   
per week  other \_\_\_\_\_, for a total of \$ \_\_\_\_\_  
\_\_\_\_\_ for the full term of the lease.
- The rent for the **first payment period** (month, week or other) will be paid  
in whole, on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, **or**  
in part, that is \$ \_\_\_\_\_ on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
and \$ \_\_\_\_\_ on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.  
Specify the amount
- Payment of the rent for the **other payment periods** will be made on the 1st day  
of the month  of the week  other \_\_\_\_\_.
- Rent is payable in accordance with the following method of payment:  
by cheque  in cash  other method of payment \_\_\_\_\_
- Rent shall be payable at \_\_\_\_\_  
Place of payment - specify if by mail

The educational institution may not require payment by means of a **postdated** cheque or other postdated instrument, nor may it require from the student any amount of money other than the rent (e.g., deposit for keys) (art. 1904 C.C.Q.).

**E****SERVICES AND CONDITIONS****By-laws of the immovable**

- There are by-laws for the immovable: Yes  No
- If yes, a copy of the by-laws was given to the student before entering into the lease: Yes  No
- If yes, on \_\_\_\_\_  
Date when by-laws were given to the student

**Other services and conditions**


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**F****RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED  
AND THE LEASE MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)****Section to be completed where one or more of the situations described herein applies**

The student and the educational institution **may not apply to the Régie du logement** for the fixing of the rent or for the modification of another condition of the lease because

- the room is located in an immovable erected 5 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 5 years ago or less. The immovable became ready for  
habitation on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.  
day month year

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

**If one of the 2 boxes above is ticked off**, and if the 5-year period has not yet expired, the student who objects to a modification in his lease requested by the educational institution, such as an increase in the rent, shall vacate the room upon termination of the lease (particulars Nos. 46 and 48).

**If neither of the 2 boxes is ticked off**, and if the student objects to a modification in his lease requested by the educational institution and wishes to continue to live in the room, the lease is then renewed. The educational institution may apply to the Régie du logement for the fixing of the conditions of the lease for its renewal (particulars Nos. 48 and 49).



**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 where section F is completed**

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 and the conditions of your lease are the same. Yes  No

If no, the following changes have been made (e.g., telephone added or removed):

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature of the educational institution's representative \_\_\_\_\_

If the new student pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.

If the educational institution did not give that notice at the time the lease was entered into, the new student may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new student may also make such application within 2 months of the day he becomes aware of a false statement in the notice.

**The text of the particulars in Part 2 is added to this first part.**

**H**

**SIGNATURES**

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of the educational institution's representative \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of student \_\_\_\_\_

**Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., surety, witness, etc.).**

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

**Within 10 days after entering into this lease, the educational institution must give the student a copy of both parts of the lease (art. 1895 C.C.Q.).**

**RÉGIE DU LOGEMENT**

Students and educational institutions may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.

## Part 2

## PARTICULARS

**General information**

These particulars describe most of the rights and obligations of students who are lessees and educational institutions that are lessors. They summarize the essential points of the law concerning leases, articles 1851 to 1983 of the *Civil Code of Québec* (C.C.Q.), particularly articles 1979 to 1983.

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Those rights and obligations shall be exercised in compliance with the rights recognized by the *Charter of human rights and freedoms*, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his 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.

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.

In addition, 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 or has one or several children. Nor can he so act for the sole reason that the person has exercised his or her rights under the chapter entitled Lease of the *Civil Code of Québec* or under the *Act respecting the Régie du logement* (art. 1899 C.C.Q.).

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

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

Any nonperformance of an obligation by a party entitles the other party to pursue remedies such as the following before a court of law, generally the Régie du logement:

- performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the educational institution shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. If the educational institution is not a public body, 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** (art. 1897 C.C.Q.)

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

**By-laws of the immovable** (art. 1894 C.C.Q.)

2. The by-laws of the immovable set out the rules to be observed in it. They pertain to the enjoyment, use and maintenance of the room and of the common premises.

If there are such by-laws, the educational institution must give the student a copy thereof before entering into the lease, so that they form part of the lease.

**Clauses of the lease**

3. 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 (particular No. 4).

The legal rules contained in particulars Nos. 22, 23, 51 and 52, *inter alia*, are suppletive, i.e., they apply if the parties do not decide otherwise.

4. Pursuant to article 1893 (C.C.Q.), clauses which 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 Civil Code have no effect (are void).

For instance, no one may waive his right to maintain occupancy (art. 1936 C.C.Q.).

Also, no one may release himself 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 his fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the student by reason of an increase in the number of occupants in the room, unless the size of the room warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease 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 student acknowledges that the room is in 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 he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

5. The student may apply to the Court 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**

6. The student has a personal right to maintain occupancy in his room (art. 1936 C.C.Q.). He may be evicted from his room only in the cases provided for by law, including

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

7. A student who rents a room in an educational institution is entitled to maintain occupancy for any period during which he is enrolled in the institution as a full-time student (art. 1979 C.C.Q.) (particular No. 8).

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

8. A student who wishes to avail himself of the right to maintain occupancy shall give 1 month's notice before the expiry of the lease (art. 1980 C.C.Q.) (particular No. 45).

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

10. Where a student ceases to be a full-time student, the educational institution may resiliate the lease by giving 1 month's notice.

However, the student may, within 1 month of 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 may likewise resiliate the lease by giving 1 month's notice (art. 1982 C.C.Q.).

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

#### **Change of lessor**

13. A new lessor is bound to respect the lease of the student (art. 1937 C.C.Q.).

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 owes payment of the rent, he may, with the authorization of the Régie du logement, deposit his rent with it (art. 1908 C.C.Q.).

#### **Delivery of room at beginning of lease**

15. The educational institution shall, on the date scheduled for delivering the room, deliver the room in a good state of repair in all respects. However, the student and the educational institution may agree otherwise and agree on the work to be done and 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 its obligation to deliver the room, its accessories and dependencies in clean condition and to deliver and maintain them in habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

16. A student may refuse to take possession of a room that is unfit for habitation, that is, if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such a case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

#### **Payment of rent**

17. When entering into a lease, the educational institution may require payment of rent in advance for the first payment period (month or week). However, such advance payment may not exceed 1 month's rent (art. 1904 C.C.Q.).

18. The student shall pay his rent on the first day of each payment period (month or week), unless otherwise agreed. He is entitled to a receipt for such payment (arts. 1568, 1855 and 1903 C.C.Q.).

19. The rent is payable in equal instalments not exceeding 1 month's rent, except the last instalment, which may be less (arts. 1903 and 1904 C.C.Q.).

20. Payment shall be made at the place expressly or implicitly designated by the parties. If no place is so designated, payment shall be made at the domicile of the student (art. 1566 C.C.Q.).

21. Non-payment of the rent entitles the educational institution to obtain from the Court a condemnation forcing the student to pay it. Also, if the student is over 3 weeks late in paying his rent, the educational institution may obtain the resiliation of the lease.

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.).

#### **Enjoyment of premises**

22. 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.) (particular No. 3).

23. The student shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 3).

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

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

26. During the term of the lease, the educational institution and the student may not change the form or use of the room (art. 1856 C.C.Q.).

#### **Maintenance and repairs**

##### **Obligation of maintenance**

27. The educational institution is obligated 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.).

28. The student shall keep the premises in clean condition. The educational institution shall restore the premises to clean condition after carrying out work in them (art. 1911 C.C.Q.).

29. 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.).

30. 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.).

31. The student may abandon his room if it becomes unfit for habitation. In such case, he 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**

32. The student shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourses, according to the circumstances, including the right to compensation in the case of temporary vacancy.

In the case of urgent repairs, the educational institution may require temporary vacancy, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

33. The student may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the leased premises. However, he may do so only if he 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 to pursue the work.

The student shall render an account to the educational institution of repairs undertaken and expenses incurred and shall deliver to it the invoices. He may withhold from his 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.)

34. The educational institution shall give notice to the student before undertaking in the leased premises major repairs or improvements that are not urgent. If temporary vacancy is necessary, it shall offer compensation equal to the reasonable expenses the student will have to incur during the work. Such compensation is payable to the student on the date the vacancy begins.

The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable;
- the necessary period of vacancy;
- the compensation offered;
- 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 1 week. In such case, at least 3 months' notice is required.

If the student fails to reply within 10 days after receiving the notice requiring him to vacate the premises temporarily, he 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 of 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 premises 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 change or strike down any condition relating to the performance of the work which he 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 compensation, if any.

### Access to and visit of premises

- 35.** 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.).
- 36.** The educational institution may, during the lease, have access to the room
- to ascertain its condition between 9:00 a.m. and 9:00 p.m.;
  - to show the premises to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
  - to carry out work in the premises between 7:00 a.m. and 7:00 p.m.
- In all 3 cases, the educational institution shall give the lessee 24 hours' notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 34).
- 37.** A student who has not given a notice of renewal of his lease (particular No. 45) or who exercises his right to resiliate the lease (particular No. 11) shall allow the educational institution to show the room to a prospective lessee during the month preceding the end of the lease. Visits shall take place between 9:00 a.m. and 9:00 p.m. A 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.

**38.** The student may require the presence of a representative of the educational institution during a visit to or a verification of his room (arts. 1932 and 2130 C.C.Q.).

**39.** 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 obtain an order for access from the Régie du logement.

Abuse of the right of access by the educational institution or unjustified denial of access by the student may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

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

**41.** 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 dwelling for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

### Notices (art. 1898 C.C.Q.)

**42.** 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 a 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 a new address communicated since then.

**Exception:** Only the notice by the educational institution for the purpose of having access to the room may be given orally (particular No. 36).

**43.** Where a notice does not meet the 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

**44.** The lease for a room in an educational institution is not renewed of right (automatically), unlike leases for other kinds of dwellings (art. 1941 C.C.Q.) (particulars Nos. 7, 8 and 9).

**45.** A student who wishes to avail himself of the right to maintain occupancy shall give notice 1 month before expiry of the lease of his intention to renew the lease.

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 intention to renew the lease, he shall, when it expires, vacate the room permanently (art. 1980 C.C.Q.).

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

**46.** At the renewal of the lease, the educational institution may modify the rent or another condition of the lease, provided that it gives notice 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 1 and 2 months before the lease expires if its term is less than 12 months; or
  - between 3 and 6 months before the lease expires if its term is 12 months or more.

**47.** The educational institution shall, in that notice of modification, indicate to the student

- the modification or modifications requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, 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 that will be determined by the Régie du logement;
- the time granted to the student to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

#### Reply to the notice of modification

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

**48.** A student who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the educational institution that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications.

If the student fails to reply, this means that he accepts the modifications requested by the educational institution. If the student refuses the modification, he is entitled to return to his room (particulars Nos. 7 and 45). However, the Régie du logement may be requested to set the conditions of renewal (particular No. 49).

**Exception:** Where Section F has been completed, a student who refuses the requested modification shall vacate the room for good upon termination of the lease.

#### Fixing of conditions of the lease by the Régie du logement (art. 1947 C.C.Q.)

**49.** The educational institution has 1 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 on the same conditions.

### Assignment and subleasing

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

### Surrender of room upon termination of the lease

(particular No. 3)

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

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

**52.** Upon termination of the lease, the student shall surrender the premises in the condition in which he 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 student and the educational institution, otherwise the student is presumed to have received the premises in good condition (art. 1890 C.C.Q.).

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

This lease comprises 2 parts.

**Part 1**

<b>A</b>		<b>BETWEEN</b>	
<b>the lessee</b>		<b>and the landlord (lessor)</b>	
Name _____		Name _____	
No. _____ Street _____ Apt. _____	No. _____ Street _____ Apt. _____		
Municipality _____ Postal code _____	Municipality _____ Postal code _____		
Telephone (domicile) _____ Telephone (other) _____	Telephone _____		
<b>the lessee</b>		Represented by	
Name _____		Name _____	
No. _____ Street _____ Apt. _____	No. _____ Street _____ Apt. _____	Position _____	
Municipality _____ Postal code _____	Municipality _____ Postal code _____	mandated for that purpose.	
Telephone (domicile) _____ Telephone (other) _____	Telephone _____		

- The term **landlord** used in the lease has the same meaning as the term **lessor** in the law.
- The names indicated in the lease shall be that of the lessee and that of the landlord or the name that the law authorizes them to use.
- The singular includes the plural.

<b>B</b>		<b>DESCRIPTION OF LEASED DWELLING</b>	
No. _____ Street _____	Apartment _____		
Municipality _____	Postal code _____		

<b>C</b>		<b>TERM OF LEASE AND RENT (art. 1851 C.C.Q.)</b>	
<b>Term</b>			
• The term of the lease is _____ beginning on _____ / _____ / _____			
<small>(Specify weeks, months or years) day month year</small>			
and ending on _____ / _____ / _____			
<small>(Usually the last day of a month) day month year</small>			
<b>Rent</b>			
• The lessee undertakes to pay the rent to the landlord in equal instalments of \$ _____			
_____ on the first day of each month.			
The rent is the result of the application of the regulations respecting the rental conditions of dwellings in low-rental housing.			
• The rent will be payable as follows (terms and conditions and place of payment): _____			
_____			
The landlord may not exact payment by means of a <b>postdated</b> cheque or other postdated instrument. He may not require that the lessee pay any amount of money other than the rent (e.g., deposit for keys) (art. 1904 C.C.Q.).			

<b>D</b>		<b>ACCESSORIES, DEPENDENCIES, SERVICES AND CONDITIONS</b>	
<b>By-laws of the immovable</b>			
• There are by-laws for the immovable: Yes <input type="checkbox"/> No <input type="checkbox"/>			
If yes, a copy of the by-laws was given to the lessee before entering into the lease: Yes <input type="checkbox"/> No <input type="checkbox"/>			
If yes, on _____			
<small>Date when by-laws were given to lessee</small>			
<b>Accessories, dependencies, services and conditions</b> (other than those provided for in the rental conditions established by the by-laws)			
_____			
_____			
_____			

**E****ATTACHED DOCUMENTS**

The following attached documents are an integral part of this lease: \_\_\_\_\_  
 \_\_\_\_\_

**The text of the particulars in Part 2 is added to this first part.**

**F****SIGNATURES**

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of landlord's mandatary \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of lessee \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of lessee \_\_\_\_\_

**Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., another lessee, a witness, etc.).**

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

**Within 10 days after entering into the lease, the landlord must give the lessee a copy of both parts of the lease (art. 1895 C.C.Q.).**

**G****NOTICE OF FAMILY RESIDENCE (art. 403 C.C.Q.)**

A married lessee may not, without the written consent of his spouse, terminate his lease where the landlord has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to landlord**

I hereby declare that I am married to \_\_\_\_\_ . I hereby notify you that the  
Name of spouse  
 dwelling covered by the lease will be used as the family residence.

Date \_\_\_\_\_ Signature of lessee or spouse \_\_\_\_\_

## Part 2

## PARTICULARS

**General information**

These particulars describe most of the rights and obligations of the lessees and landlords of dwellings in low-rental housing. 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 governing dwellings in low-rental housing found in articles 1984 to 1995.

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Those rights and obligations shall be exercised in compliance with the rights recognized by the *Charter of human rights and freedoms*, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his 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.

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.

In addition, except if the size of the dwelling justifies it, a landlord 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 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 his right to peaceable enjoyment of the premises or to induce him to leave the dwelling. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

Any nonperformance of an obligation by a party entitles the other party to pursue remedies such as the following before a court of law, generally the Régie du logement:

- performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the landlord shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. Where the landlord is not a public agency, the landlord 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** (art. 1897 C.C.Q.)

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the landlord and the lessee may agree to use another language.

**By-laws of the immovable** (art. 1894 C.C.Q.)

2. The rules to be observed in the immovable may be 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 landlord **must** give a copy of them to the lessee **before** entering into the lease so that the by-laws form a part of the lease.

**Clauses of the lease**

3. The landlord and the lessee may agree on various clauses, but they may not, by means of a clause in the lease, disregard the provisions of public order under a statute (particular No. 4) or those in the by-laws of the Société d'habitation du Québec.

The legal rules contained in particulars Nos. 21, 22 and 55 to 57, *inter alia*, are suppletive, i.e., they apply if the parties do not decide otherwise.

4. Pursuant to article 1893 (C.C.Q.), clauses which 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 Civil Code have no effect (art. void).

For instance,

- the lessee may not waive his right to maintain occupancy (art. 1936 C.C.Q.);
- the parties may not agree that the lessee may sublease his dwelling or assign his lease (art. 1995 C.C.Q.).

A person may not release himself 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 landlord or releasing him from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without his 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 in the dwelling, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a clause whereby the lessee acknowledges that the dwelling is in 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 he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

5. The lessee may also apply to the Court 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**

6. Subject to the landlord's right to relocate the lessee (particular No. 53), the lessee has a **personal** right to maintain occupancy in his dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including the resiliation of the lease for failure to perform obligations (arts. 1863, 1971 and 1973 C.C.Q.).

7. The cessation of cohabitation or the death of a co-lessee does not abrogate 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 in the by-laws. The landlord may in such case resiliate the lease by giving notice thereof 3 months before termination of the lease. Such resiliation may be contested by applying to the Régie du logement within a period of 1 month from the time the notice is received, otherwise the lessee is deemed to have agreed to the resiliation (arts. 1991 and 1993 C.C.Q.).

8. Where a dwelling in low-rental housing is assigned following a false statement of the lessee, the landlord may, within 2 months after becoming aware of the false statement, apply to the Régie du logement for resiliation of the lease or the modification of certain conditions of the lease if, were it not for the false statement, he would not have assigned the dwelling to the lessee or would have done so on different conditions (art. 1988 C.C.Q.).

**Change of landlord**

9. The new landlord 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.).

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

**Death**

11. A lease is not terminated by the death of the lessee (art. 1884 C.C.Q.). The lease may, however, be resiliated in certain cases by the succession (arts. 1938 and 1939 C.C.Q.). The landlord may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

**Delivery of dwelling at beginning of lease**

12. The landlord shall, on the date scheduled for delivering the dwelling, deliver the dwelling in a good state of repair in all respects. However, the lessee and the landlord may agree otherwise and agree on the work to be done and a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the landlord may not release himself from his obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

13. A lessee may refuse to take possession of a dwelling that is unfit for habitation, that is, if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such a case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

**Rent****Fixing of the rent** (art. 1992 C.C.Q.)

14. If the rent is not fixed in accordance with the by-laws of the Société d'habitation du Québec in respect of the rental conditions, the lessee may apply to the Régie du logement for a review of the rent within 2 months after it is fixed (particular No. 48).

**Reduction of rent during the term of the lease** (art. 1994 C.C.Q.)

15. During the term of the lease, the landlord shall, at the request of a lessee who has suffered a reduction of income or a change in the composition of his household, reduce the lessee's rent in accordance with the by-laws of the Société d'habitation du Québec. If the landlord refuses or neglects to do so, the lessee may apply to the Régie du logement for the reduction.

If the lessee's income 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 1 month after it is re-established.

**Payment of rent**

16. A lessee's first obligation is to pay the rent agreed upon. The lessee is entitled to a receipt for such payment (arts. 1568, 1855 and 1903 C.C.Q.).

17. The rent shall be paid at the domicile of the lessee, unless otherwise agreed (art. 1566 C.C.Q.).

18. Non-payment of the rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. If the lessee is over 3 weeks late in paying his rent, the landlord may obtain resiliation of the lease.

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

**Spouse's and co-lessee's liability****Married persons' liability** (art. 397 C.C.Q.)

19. A spouse who rents a dwelling for the usual 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 landlord of his or her unwillingness to be bound for the debt.

**Co-lessee's liability**

20. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, each of them being liable for his own share only (art. 1518 C.C.Q.).

However, the co-lessees and the landlord 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**

21. The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 3).

22. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 3).

23. The lessee may not, without the consent of the landlord, use or keep in the dwelling a substance which constitutes a risk of fire or explosion and which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

24. 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.).

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

26. During the term of the lease, the landlord and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

**Maintenance of dwelling and repairs****Obligation of maintenance**

27. The landlord is obligated 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.).

28. The lessee shall keep the dwelling in clean condition. The landlord shall restore the dwelling to clean condition after carrying out work in it (art. 1911 C.C.Q.).

29. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the landlord within a reasonable time (art. 1866 C.C.Q.).

30. 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.).

31. A lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he shall inform the landlord of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

**Urgent and necessary repairs**

32. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains, according to the circumstances, recourses, including the right to compensation in the case of temporary vacancy.

In the case of urgent repairs, the landlord may require temporary vacancy, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

33. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course.

The landlord may intervene to pursue the work.

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. He may withhold from his 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.)

34. The landlord shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, he shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.



The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable;
- the necessary period of vacancy;
- the compensation offered;
- 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 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of 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 change or strike down any condition relating to the performance of the work which he 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 compensation, if any.

### Access to and visit of dwelling

35. To exercise rights of access to the dwelling, the landlord 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 landlord shall not abuse his rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

36. The landlord may, during the lease, have access to the dwelling

- to ascertain the condition of the dwelling between 9:00 a.m. and 9:00 p.m.;
- to show the dwelling to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
- to carry out work between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the landlord shall give the lessee 24-hour notice in writing or orally. In the case of major work, the time period for giving the notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 34).

37. A lessee who gives notice to the landlord of his intention to vacate the dwelling (particular No. 50) shall, from that time, allow the landlord to show the dwelling to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow him to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

38. The lessee may require the presence of the landlord or his representative during a visit to or a verification of his dwelling (arts. 1932 and 2130 C.C.Q.).

39. Except in case of emergency, the lessee may deny access to the dwelling if the conditions fixed by law are not met.

Where the lessee denies access to the dwelling for a reason other than those provided for by law, the landlord may obtain an order for access from the Régie du logement.

Abuse of the right of access by the landlord or unjustified denial of access by the lessee may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

40. No lock or other device restricting access to a dwelling may be installed or changed without the consent of the lessee and of the landlord (art. 1934 C.C.Q.).

41. The landlord 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 (art. 1898 C.C.Q.)

42. Every notice relating to the lease, given by the landlord (e.g., notice of modification of the conditions of the lease) or by the lessee (e.g., notice of resiliation of a 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.

**Exception:** Only the notice by the landlord for the purpose of having access to the dwelling may be given orally (particular No. 36).

43. Where a notice does not meet the 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 (art. 1941 C.C.Q.)

44. 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.

The landlord may not prevent the lease from being renewed, except in certain cases (particulars Nos. 6, 7 and 11). However, he may, with a view to the renewal, modify the conditions of the lease. To that end, he shall, in the case of a 12-month lease, give notice of the modification to the lessee between 3 and 6 months before term (art. 1942 C.C.Q.).

45. In the notice of modification, the landlord shall inform the lessee

- of his intention to modify the rent;
- of any other modification requested (arts. 1942 and 1992 C.C.Q.).

Except in the case of a notice of intention to modify the rent, the landlord shall also indicate the time granted to the lessee to contest the modification requested (art. 1943 C.C.Q.).

46. The lessee shall provide the landlord with the names of the persons living with him and with the required vouchers attesting to income. That information shall be provided within 1 month following the landlord's request (by-laws of the Société d'habitation du Québec in respect of rental conditions).

47. A lessee who has received a notice of modification of a condition in the lease other than the rent has 1 month after receiving that notice to apply to the Régie du logement for a ruling on the merits of the modification; otherwise, he is deemed to consent to the new conditions (art. 1993 C.C.Q.).

48. If the rent is not fixed in accordance with the by-laws of the Société d'habitation du Québec, the lessee may, within 2 months after the rent is fixed, apply to the Régie du logement for a review of the rent (arts. 1956 and 1992 C.C.Q.) (particular No. 14).

#### Agreement on modifications (art. 1895 C.C.Q.)

49. Where the landlord and the lessee agree on the modifications to be made to the lease (e.g., rent, other conditions), the landlord shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

### Resiliation of lease by the lessee

(art. 1995 C.C.Q.)

50. The lessee of a dwelling in low-rental housing may resiliate his lease at any time by giving prior notice of 3 months.

### Assignment and subleasing

(art. 1995 C.C.Q.)

51. The lessee of a dwelling in low-rental housing may not sublease his dwelling or assign his lease.

### Relocation of lessee

52. A lessee who occupies a dwelling of a category other than that to which he is entitled may apply to the landlord to have his name re-entered on the eligibility list (by-laws respecting the assignment of dwellings in low-rental housing).

If the landlord 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 is entitled, the lessee may apply to the Régie du logement to contest the landlord's refusal or the assignment of the dwelling (art. 1989 C.C.Q.).

**53.** If the lessee occupies a dwelling of a category other than that to which he is entitled, the landlord may at any time relocate him in a dwelling of the appropriate category, if he gives him 3 months' notice.

The lessee may apply to the Régie du logement for a review of the decision within 1 month after receiving the landlord's notice (art. 1990 C.C.Q.).

**54.** An applicant entered on the eligibility list and already residing in a dwelling in low-rental housing may be relocated if his safety or state of health or, where applicable, the safety or state of health of a member of his household so requires, in accordance with the criteria prescribed by a by-law of the landlord (by-laws respecting the assignment of dwellings in low-rental housing).

### **Surrender of dwelling upon termination of the lease**

(particular No. 3)

**55.** 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 landlord (art. 1890 C.C.Q.).

**56.** Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he 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 lessee and the landlord, otherwise the lessee is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

**57.** Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they cannot be removed without deteriorating the dwelling, the landlord may

- retain them by paying the value thereof; or
- compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to the original condition in which it was when the lessee received it, the landlord may retain them without compensation to the lessee (art. 1891 C.C.Q.).

## RÉGIE DU LOGEMENT

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.

**MANDATORY LEASE FORM OF THE RÉGIE DU LOGEMENT**  
**LEASE**  
**OF LAND INTENDED FOR THE INSTALLATION OF A MOBILE HOME**

**A** BETWEEN

<p><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>	<p><b>and the landlord (lessor)</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>
<p><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>	<p>Where applicable, represented by</p> <p>Name _____</p> <p>Position _____</p> <p>mandated for that purpose.</p>

- The term **landlord** used in the lease has the same meaning as the term lessor in the law.
- The names indicated in the lease shall be that of the lessee and that of the landlord or the name that the law authorizes them to use.
- The singular includes the plural.

**B** DESCRIPTION AND DESTINATION OF LEASED LAND, ACCESSORIES AND DEPENDENCIES

No. \_\_\_\_\_ Street \_\_\_\_\_

Municipality \_\_\_\_\_ Postal code \_\_\_\_\_

Site No. \_\_\_\_\_ Size of the land \_\_\_\_\_

The land is leased for residential purposes only. Yes  No

If not, for combined purposes of housing and \_\_\_\_\_  
Specify

but no more than one-third of the total area will be used for that second purpose (art. 1892 C.C.Q.).

Utility shed/storage space  Specify \_\_\_\_\_

**Other accessories and dependencies**

\_\_\_\_\_

\_\_\_\_\_

The parties should make a description of the **condition of the premises** at the time of the delivery of the land (art. 1890 C.C.Q.).

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

**Fixed term lease**

• The term of the lease is \_\_\_\_\_ beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Specify weeks, months or years day month year

and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(usually the last day of a month) day month year

**or**

**Indeterminate term lease**

• The term of the lease is indeterminate, beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Specify weeks, months or years day month year

Whether the term of a lease is fixed or indeterminate, the landlord **may not** terminate the lease (except in the cases provided for by law) (particulars Nos. 5 and 9).

**D****RENT (arts. 1903 and 1904 C.C.Q.)**

The **rent** is payable in equal instalments not exceeding 1 month's rent, except the last instalment which may be less. The landlord may not exact any other amount of money from the lessee (e.g., deposit for keys).

- The rent is \$ \_\_\_\_\_ per month  per week   
other \_\_\_\_\_, for a total of \$ \_\_\_\_\_  
\_\_\_\_\_ for the full term of the lease (if it is a fixed term lease).

**Date of payment**

The landlord may require advance payment of the rent only for the **first payment period** (the first month, the first week or other). The advance payment may not exceed 1 month's rent. As to the **other instalments**, rent is payable only on the **first day** of each payment period (month, week or other), unless otherwise agreed.

- The rent for the **first payment period** will be paid in whole, on \_\_\_\_\_ day / month / year  
or in part, that is \$ \_\_\_\_\_, on \_\_\_\_\_ day / month / year  
and \$ \_\_\_\_\_, on \_\_\_\_\_ day / month / year  
Specify the amount
- Payment of the rent for the **other payment periods** will be made on the 1st day of the month   
of the week  other \_\_\_\_\_.

**Method of payment**

The landlord may not require payment by means of a **postdated** cheque or other postdated instrument.

- Rent is payable in accordance with the following method of payment:  
by cheque  in cash  other method of payment \_\_\_\_\_

**Place of payment**

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

- Rent will be payable at \_\_\_\_\_  
Place of payment - specify if by mail

**Proof of payment**

The lessee is entitled to a receipt for the payment of his rent (art. 1568 C.C.Q.).

**E****SERVICES AND CONDITIONS****By-laws of the mobile home park (art. 1894 C.C.Q.)**

The rules to be observed in the mobile home park may be 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 landlord **must** give a copy of them to the lessee **before** entering into the lease so that the by-laws form a part of the lease.

- There are by-laws for the mobile home park: Yes  No
- If yes, a copy of the by-laws was given to the lessee before entering into the lease: Yes  No
- If yes, on \_\_\_\_\_  
Date when by-laws were given to lessee

**Works and repairs**

On the date fixed for the delivery of the land, the landlord must deliver it in a good state of repair in all respects. However, the lessee and the landlord may agree otherwise and agree on the work to be done and a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the landlord may not release himself from his 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.).

- Where applicable, the work to be carried out by the landlord is as follows:  
- before the delivery of the land  
\_\_\_\_\_  
\_\_\_\_\_

- during the lease  
\_\_\_\_\_  
\_\_\_\_\_

**E****SERVICES AND CONDITIONS (cont.)****Services and conditions**

- The lessee has the right to keep one or more animals. Yes  No

Specifications or limitations

- Other (e.g., water and sewer services, snow removal, plantations)

- The telephone number of the park supervisor or the person to contact in case of need is \_\_\_\_\_

**F****RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)****Section to be completed where one or more of the situations described herein applies**

The lessee and the landlord **may not apply to the Régie du logement** for the fixing of the rent or for the modification of another condition of the lease because

- the land is leased by a housing cooperative to one of its members.
- the land was developed for residential purposes 5 years ago or less,

namely on \_\_\_\_\_  
day month year

or

- the use of the land for residential purposes results from a change of destination that was made 5 years ago or less (e.g., commercial land converted into residential land).

Date of conversion \_\_\_\_\_  
day month year

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

**If one of the 3 boxes above is ticked off**, and the situation described therein persists, the lessee who objects to a modification in his lease requested by the landlord, such as an increase in the rent, shall vacate the land upon termination of the lease (particulars Nos. 39 and 41).

**If none of the 3 boxes is ticked off**, and if the lessee objects to a modification in his lease requested by the landlord and wishes to continue to lease the land, the lease is then renewed. The landlord may apply to the Régie du logement for the fixing of the conditions of the lease for its renewal (particulars Nos. 41 and 42).

**G****NOTICE TO A NEW LESSEE OR SUBLESSEE  
(arts. 1896 and 1950 C.C.Q.)****Mandatory notice to be given by the landlord or sublessor at the time the lease is entered into, except when section F is completed.**

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 and the conditions of your lease are the same. Yes  No

If no, the following changes have been made (e.g., addition of a pool):

\_\_\_\_\_  
 \_\_\_\_\_

Date

Signature of the landlord or sublessor

If the new lessee or sublessee pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.

If the landlord or sublessor did not give that notice at the time the lease was entered into, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new lessee or sublessee may also make such application within 2 months of the day he becomes aware of a false statement in the notice.

**H****SIGNATURES**

Place of signature _____	Date _____	Signature of landlord (or of his mandatary) _____
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Place of signature _____	Date _____	Signature of lessee _____
--------------------------	------------	---------------------------

Place of signature _____	Date _____	Signature of lessee _____
--------------------------	------------	---------------------------

**Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., another lessee, another landlord, surety, witness, etc.).**

Name _____	Address _____	Capacity _____
------------	---------------	----------------

Place of signature _____	Date _____	Signature _____
--------------------------	------------	-----------------

Name _____	Address _____	Capacity _____
------------	---------------	----------------

Place of signature _____	Date _____	Signature _____
--------------------------	------------	-----------------

**Within 10 days after entering into the lease, the landlord must give the lessee a copy of the lease (art. 1895 C.C.Q.).**

**I****NOTICE OF FAMILY RESIDENCE (art. 403 C.C.Q.)**

A married lessee may not, without the written consent of his spouse, sublease his land, transfer his lease or terminate his lease where the landlord has been notified, by either of the spouses, that the land leased is used to establish the family residence.

**Notice to landlord**

I hereby declare that I am married to \_\_\_\_\_ . I hereby notify you that the  
Name of spouse  
 land covered by the lease will be used to establish the family residence.

\_\_\_\_\_

\_\_\_\_\_

Date

Signature of lessee or spouse

**RÉGIE DU LOGEMENT**

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## PARTICULARS

**General information**

These particulars describe most of the rights and obligations of lessees and landlords. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the *Civil Code of Québec* (C.C.Q.), and more particularly articles 1996 to 2000.

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Those rights and obligations shall be exercised in compliance with the rights recognized by the *Charter of human rights and freedoms*, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his 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.

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.

In addition, except if the size of the land warrants it, a landlord 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 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 his right to peaceable enjoyment of the premises or to induce him to leave his land. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

Any nonperformance of an obligation by a party entitles the other party to pursue remedies such as the following before a court of law, generally the Régie du logement:

- performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the landlord 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 mobile home park** (art. 1897 C.C.Q.)

1. The lease and the by-laws of the mobile home park shall be drawn up in French. However, the landlord and the lessee may agree to use another language.

**Clauses of the lease**

2. The landlord 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 (particular No. 3).

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 (C.C.Q.), clauses which 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 Civil Code have no effect (are void).

For instance, no one may, in the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
- waive his right to sublease his land or to assign his lease (art. 1870 C.C.Q.).

A person may not release himself 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 landlord or releasing him from an obligation (art. 1900 C.C.Q.);
  - a clause that renders the lessee liable for damage caused without his 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 of the land, 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 of 12 months or less (art. 1906 C.C.Q.);
  - a clause in a lease 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 he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).
4. The lessee may also apply to the Court 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 land** (art. 1936 C.C.Q.). He may be evicted from his land only in the cases provided for by law, including
- the repossession of the land (particular No. 45);
  - the resiliation of the lease (art. 1863 C.C.Q.);
  - subleasing for more than 12 months (art. 1944 C.C.Q.);
  - division, substantial enlargement or change of destination of the land (art. 1959 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 as new lessees (art. 1951 C.C.Q.) (Section G, Notice to a new lessee or sublessee).

**Change of landlord**

7. The new landlord 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 landlord or of the person to whom he owes payment of the rent, he may, with the authorization of the Régie du logement, deposit his rent with it (art. 1908 C.C.Q.).

**Death**

9. A lease is not terminated by the death of the landlord or the lessee (art. 1884 C.C.Q.). The lease may, however, be resiliated in certain cases by the succession (arts. 1938 and 1939 C.C.Q.). The landlord may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

**Non-payment of rent**

10. Non-payment of rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the resiliation of the lease.

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

**Spouse's and co-lessee's liability**

**Married persons' liability** (art. 397 C.C.Q.)

11. A spouse who rents land for the usual 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 landlord of his or her unwillingness to be bound for the debt.

**Co-lessee's liability**

12. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, each of them being liable for his own share only (art. 1518 C.C.Q.).

However, the co-lessees and the landlord 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. 1323 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

**13.** The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 2).

**14.** The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 2).

**15.** The lessee may not, without the consent of the landlord, use or keep on the land a substance which constitutes a risk of fire or explosion and which would lead to an increase in the insurance premiums of the landlord (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 allows to use or to have access to his 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 landlord and the lessee may not change the form or use of the land (art. 1856 C.C.Q.).

### Maintenance of the land and repairs

#### Obligation of maintenance

**19.** The landlord is obligated 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. The landlord shall restore the land to clean condition after carrying out work on it (art. 1911 C.C.Q.).

**21.** A lessee who becomes aware of a serious defect or deterioration of the land shall inform the landlord 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 (art. 1912 C.C.Q.).

#### Land unfit for habitation

**23.** A lessee may refuse to take possession of land that is unfit for habitation, that is, if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such a case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

**24.** The lessee may abandon his land if it becomes unfit for habitation. In such case, he shall inform the landlord 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 retains, according to the circumstances, recourses, including the right to compensation in the case of temporary vacancy.

In the case of urgent repairs, the landlord may require temporary vacancy, 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 if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course.

The landlord may intervene to pursue the work.

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. He may withhold from his 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 landlord shall give notice to the lessee before undertaking on the land major repairs or improvements that are not urgent. If temporary vacancy is necessary, he

shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable;
- the necessary period of vacancy;
- the compensation offered;
- 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 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the land temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of 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 change or strike down any condition relating to the performance of the work which he 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 compensation, if any.

### Access to and visit of land

**28.** To exercise rights of access to the land, the landlord 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 landlord shall not abuse his 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 landlord may, during the lease, have access to the land

- to ascertain the condition of the land between 9:00 a.m. and 9:00 p.m.;
- to show the land to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
- to carry out work between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the landlord shall give the lessee 24-hour notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 27).

**30.** A lessee who gives notice to the landlord of his intention to vacate the land (particulars Nos. 38, 41 and 51) shall, from that time, allow the landlord to show the land to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow him to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The landlord 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 landlord or his representative during a visit to or a verification of his land (arts. 1932 and 2130 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 landlord may obtain an order for access from the Régie du logement.

Abuse of the right of access by the landlord or unjustified denial of access by the lessee may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

**33.** No lock or other device restricting access to the land may be installed or changed without the consent of the lessee and of the landlord (art. 1934 C.C.Q.).

**34.** The landlord 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** (art. 1898 C.C.Q.)

**35.** Every notice relating to the lease, given by the landlord (e.g., notice of modification in the lease to increase the rent) or by the lessee (e.g., notice of non-renewal of a 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.

**Exception:** Only the notice by the landlord for the purpose of having access to the land may be given orally (particular No. 29).

**36.** Where a notice does not meet the 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** (art. 1941 C.C.Q.)

**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 longer than 12 months is renewed for 1 year only.

The landlord may not prevent the lease from being renewed, except in certain cases (particulars Nos. 5 and 9). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 39 and 40).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particulars Nos. 38 and 41).

**Non-renewal of lease by the lessee** (arts. 1942, 1945 and 1946 C.C.Q.)

**38.** A lessee who wishes to vacate the land upon termination of his lease with a fixed term, or to terminate his lease with an indeterminate term, shall give notice to the landlord or reply to the landlord's notice within the time periods indicated in **Table A**.

**Modification of lease**

**39.** At the renewal of the lease, the landlord may modify its conditions. For instance, he may modify its term or increase the rent. To that end, he shall give notice of modification to the lessee within the time periods indicated in **Table B** (art. 1942 C.C.Q.).

**40.** The landlord shall, in that notice of modification, indicate to the lessee

- the modification or modifications requested;
- the new term of the lease, if he wishes to change it;
- the new rent in dollars or the increase requested, in dollars or as a percentage, if he 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 that will be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

**Reply to the notice of modification** (art. 1945 C.C.Q.)

**41.** A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the landlord that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications; or
- will vacate the land upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the landlord. If the lessee refuses the modification, he is entitled to remain on the land because his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 42).

**Exception:** Where Section F has been completed, a lessee who refuses the requested modification shall vacate the land upon termination of the lease.

**Fixing of conditions of the lease by the Régie du logement** (arts. 1941 and 1947 C.C.Q.)

**42.** The landlord has 1 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 (**Table B**). If the landlord does not file such application, the lease is renewed on the same conditions, except for the term of the lease, which may not be longer than 12 months.

**Agreement on modifications** (art. 1895 C.C.Q.)

**43.** Where the landlord and the lessee agree on the modifications to be made to the lease (e.g., rent, term), the landlord shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

**Contestation of adjustment of rent** (art. 1949 C.C.Q.)

**44.** Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord 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 1 month following the date on which the adjustment is to take effect.

**Repossession of land** (arts. 1957, 1958, 1960 to 1964 and 1967 to 1970 C.C.Q.)

**45.** Where the lessor of the land is the landlord, he 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 1 person, the land may generally be repossessed only if there is only 1 other co-owner who is the spouse or concubinary of the other (e.g., co-owners who are brother and sister may not repossess the land).

A legal person (company) may not avail itself of the right to repossess the land.

Beneficiaries may be

- the landlord, his father, mother, children or any other relative or person connected by marriage of whom he is the main support;
- the spouse from whom he is separated or divorced if he remains the main support of his spouse.

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 the notices are presented in **Table C**.

The notice shall contain the following:

- he name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the landlord, if any;
- the date fixed for the repossession.

**Assignment and subleasing**

**46.** Where a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of the land to a person called the assignee; as a result, he is released from his obligations towards the landlord (art. 1873 C.C.Q.).

A lessee who rents out his land or a part thereof binds himself as a sublessor towards the sublessee, but he is not released from his obligations towards the landlord (art. 1870 C.C.Q.).

**47.** The lessee is entitled to assign his lease or to sublease his land. The lessee shall, however, other than in the circumstances described in particular No. 57, obtain the landlord's consent. The landlord may not, however, refuse to give his consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

**48.** Subject to particular No. 57, the lessee shall give the landlord notice of his intention to assign his 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 he refuses, the landlord shall inform the lessee of his reasons for refusing within 15 days after receiving the notice. Otherwise, the landlord is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

**49.** A landlord who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

**50.** The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the land before receiving notice of 10 days to that effect from the sublessor or, failing him, from the landlord (art. 1940 C.C.Q.) (particular No. 51).

**Resiliation of lease by the lessee**

(art. 1974 C.C.Q.)

- 51.** A lessee may resiliate his lease if
- he is allocated a dwelling in low-rental housing; or

- he can no longer occupy the land because of a handicap, or
- in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the sending of a notice to the landlord, with an attestation from the authority concerned, or 1 month after the notice if the lease is a lease with an indeterminate term or for less than 12 months.

#### Surrender of land upon termination of the lease

(particular No. 2)

**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 landlord (art. 1890 C.C.Q.).

**53.** Upon termination of the lease, the lessee shall surrender the land in the condition in which he 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 lessee and the landlord, 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 has made. If

they cannot be removed without deteriorating the land, the landlord 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 it was when he received it.

Where the land cannot be restored to the original condition in which it was when the lessee received it, the landlord 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, the lessor, remove the mobile home of the lessee;
- limit the right of the lessee to replace his mobile home by another mobile home of his choice;
- limit the right of the lessee to alienate or lease his mobile home;
- require that he, the lessor, act as the mandatary or that he select the person to act as the mandatary of the lessee for the alienation or lease of the mobile home;
- require any amount of money from the lessee by reason of the alienation or lease of the mobile home, unless he acts as the mandatary of the lessee (arts. 1997 to 1999 C.C.Q.).

**56.** A lessee of the land who alienates his mobile home shall notify the landlord immediately (art. 1998 C.C.Q.).

**57.** The acquirer of the mobile home becomes the lessee of the land unless he notifies the landlord of his intention to leave the land within one month after the acquisition (art. 2000 C.C.Q.).

Table A

#### Non-renewal of lease by the lessee: periods for giving notice (arts. 1942, 1945 and 1946 C.C.Q.)

	Lessee who has not received a notice of modification of the lease	Lessee who has received a notice of modification of the lease
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	Within 1 month after receiving the landlord's notice
<b>Lease of less than 12 months</b>	Between 1 and 2 months before term	
<b>Lease with an indeterminate term</b>	Between 1 and 2 months before desired term	

Table B

#### Steps to modify the lease and periods for giving notice (arts. 1942, 1945 and 1947 C.C.Q.)

	1st step: Notice by landlord	2nd step: Lessee's reply	3rd step: Application to the Régie du logement by landlord
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	Within 1 month after receiving the notice of modification. If the lessee fails to reply, he is deemed to have accepted the requested modification.	Within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.
<b>Lease of less than 12 months</b>	Between 1 and 2 months before term		
<b>Lease with an indeterminate term</b>	Between 1 and 2 months before desired modification		

Table C

#### Steps for repossessing the land and periods for giving notice (arts. 1960, 1962 and 1963 C.C.Q.)

	1st step: Notice by landlord	2nd step: Lessee's reply	3rd step: Application to the Régie du logement by landlord
<b>Lease of more than 6 months</b>	6 months before term	Within 1 month after receiving the landlord's notice. If the lessee fails to reply, he 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.
<b>Lease of 6 months or less</b>	1 month before term		
<b>Lease with an indeterminate term</b>	6 months before intended date of repossession of the land		

**MANDATORY LEASE FORM OF THE RÉGIE DU LOGEMENT**  
**LEASE**  
**OF A DWELLING IN A COOPERATIVE**

**A** BETWEEN

<p style="text-align: center;"><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ (other) _____</p> <p>Member of the cooperative: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: center;"><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ (other) _____</p> <p>Member of the cooperative: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p style="text-align: center;"><b>and the lessor, hereinafter referred to as the cooperative</b></p> <p>Name of the cooperative _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone _____</p> <p>Represented by</p> <p>Name _____</p> <p>Position _____</p> <p>mandated for that purpose.</p>
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- The names indicated in the lease shall be that of the lessee and that of the cooperative or the name that the law authorizes them to use.  
 - The singular includes the plural.

**B** DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES

No. \_\_\_\_\_ Street \_\_\_\_\_ Apt. \_\_\_\_\_

Municipality \_\_\_\_\_ Postal code \_\_\_\_\_

Number of rooms \_\_\_\_\_

Outdoor parking  Number of places \_\_\_\_\_ Parking spaces \_\_\_\_\_

Indoor parking  Number of places \_\_\_\_\_ Parking spaces \_\_\_\_\_

Locker/storage space  Specify \_\_\_\_\_

Other \_\_\_\_\_

The parties should make a description of the **condition of the premises** at the time of the delivery of the dwelling (art. 1890 C.C.Q.).

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

**Fixed term lease**

- The term of the lease is \_\_\_\_\_ beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- Specify weeks, months or years
- \_\_\_\_\_ day / \_\_\_\_\_ month / \_\_\_\_\_ year
- and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- \_\_\_\_\_ day / \_\_\_\_\_ month / \_\_\_\_\_ year
- (usually the last day of a month)

**or**

**Indeterminate term lease**

- The term of the lease is indeterminate, beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- \_\_\_\_\_ day / \_\_\_\_\_ month / \_\_\_\_\_ year

Whether the term of the lease is fixed or indeterminate, the cooperative **may not** terminate the lease (except in the cases provided for by law) (particulars Nos. 5 and 9).

**D** RENT (arts. 1903 and 1904 C.C.Q.)

The **rent** is payable in equal instalments not exceeding 1 month's rent except the last instalment which may be less. The cooperative may not exact any other amount of money from the lessee (e.g., deposit for keys).

- The rent is \$ \_\_\_\_\_ per month  per week
- other \_\_\_\_\_, for a total amount of \$ \_\_\_\_\_
- \_\_\_\_\_ for the full term of the lease (if it is a fixed term lease).

**D RENT (arts. 1903 and 1904 C.C.Q.) (cont.)**

**Date of payment**

The cooperative may require advance payment of the rent only for the **first payment period** (the first month, the first week or other). The advance payment may not exceed 1 month's rent. As to the **other instalments**, rent is payable only on the **first day** of each payment period (month, week or other), unless otherwise agreed.

• The rent for the **first payment period** will be paid in whole, on \_\_\_\_\_ day / month / year  
 or in part, that is \$ \_\_\_\_\_, on \_\_\_\_\_ day / month / year  
 and \$ \_\_\_\_\_, on \_\_\_\_\_ day / month / year  
Specify the amount

• Payment of the rent for the **other payment periods** will be made on the 1st day of the month   
 of the week  other \_\_\_\_\_.

**Method of payment**

The cooperative may not require payment by means of a **postdated** cheque or other postdated instrument.

• Rent is payable in accordance with the following method of payment:  
 by cheque  in cash  other method of payment \_\_\_\_\_

**Place of payment**

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

• Rent will be payable at \_\_\_\_\_  
Place of payment - specify if by mail

**Proof of payment**

The lessee is entitled to a receipt for the payment of his rent (art. 1568 C.C.Q.).

**E SERVICES AND CONDITIONS**

**By-laws of the immovable (art. 1894 C.C.Q.)**

The rules to be observed in the immovable may be 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 cooperative **must** give a copy of them to the lessee **before** entering into the lease so that the by-laws form a part of the lease.

• There are by-laws for the immovable: Yes  No   
 If yes, a copy of the by-laws was given to the lessee before entering into the lease: Yes  No   
 If yes, on \_\_\_\_\_  
Date when by-laws were given to lessee

**Works and repairs**

On the date fixed for the delivery of the dwelling, the cooperative must deliver it in a good state of repair in all respects. However, the lessee and the cooperative may agree otherwise and agree on the work to be done and a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

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

• Where applicable, the work to be carried out by the cooperative is as follows:  
 - before the delivery of the dwelling  
 \_\_\_\_\_  
 \_\_\_\_\_  
 - during the lease  
 \_\_\_\_\_  
 \_\_\_\_\_

**Janitorial service** Yes  No

Specify  
 • The telephone number of the janitor or person to contact in case of need is \_\_\_\_\_

**Services, taxes and consumption costs**

• Will be borne	<b>by the cooperative</b>	<b>of the lessee</b>		<b>by the cooperative</b>	<b>of the lessee</b>
Heating of dwelling	_____	_____		Snow removal	_____
Hot water	_____	_____		parking area	_____
Electricity	_____	_____		balcony	_____
Water tax	_____	_____		entrance	_____
				stairs	_____

**E****SERVICES AND CONDITIONS (cont.)****Conditions**

- The lessee has a right of access to the land. Yes  No

Specifications or limitations \_\_\_\_\_

- The lessee has the right to keep one or more animals. Yes  No

Specifications or limitations \_\_\_\_\_

**Other services and conditions**

\_\_\_\_\_

\_\_\_\_\_

**F****RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)****Section to be completed where one or more of the situations described herein applies**

The lessee and the cooperative **may not apply to the Régie du logement** for the fixing of the rent or for the modification of another condition of the lease because

- the dwelling is leased by a housing cooperative to one of its members.
- the dwelling is located in an immovable erected 5 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 5 years ago or less (e.g., school converted into dwellings). The immovable became ready for habitation on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year

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

**If one of the 3 boxes above is ticked off**, and if the situation described therein persists, the lessee who objects to a modification in his lease requested by the cooperative, such as an increase in the rent, shall vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).

**If none of the 3 boxes is ticked off**, and if the lessee objects to a modification in his 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 for the fixing of the conditions of the lease for its renewal (particulars Nos. 41 and 42).

**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 a member or where the dwelling is located in an immovable erected or converted 5 years ago or less, if it indicates that fact in Section F. In such a case, the lessee may not apply to the Régie du logement to have his rent fixed.**

**In other cases:****Mandatory notice to be given by the cooperative 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 \_\_\_\_\_

The property leased and the conditions of your lease are the same. Yes  No

If no, the following changes have been made (e.g., addition of parking, heating to be paid by the lessee):

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature of the mandatary of the cooperative \_\_\_\_\_

If the new lessee pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.

If the cooperative did not give that notice at the time the lease was entered into, the new lessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new lessee may also make such application within 2 months of the day he becomes aware of a false statement in the notice.

**H****SIGNATURES**

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of the mandatary of the cooperative \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of lessee \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of lessee \_\_\_\_\_

**Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., another lessee, surety, witness, etc.).**

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

**Within 10 days after entering into the lease, the cooperative must give the lessee a copy of the lease (art. 1895 C.C.Q.).**

**I****NOTICE OF FAMILY RESIDENCE (art. 403 C.C.Q.)**

A married lessee may not, without the written consent of his spouse, sublease his dwelling, transfer his lease or terminate his 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 \_\_\_\_\_ . I hereby notify you that the  
Name of spouse  
 dwelling covered by the lease will be used as the family residence.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of lessee or spouse

**RÉGIE DU LOGEMENT**

Lessees and lessors may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.

## PARTICULARS

**General information**

These particulars describe most of the rights and obligations of lessees and housing cooperatives. They summarize the essential points of the law concerning leases, articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.).

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Those rights and obligations shall be exercised in compliance with the rights recognized by the *Charter of human rights and freedoms*, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his 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.

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.

In addition, 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 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 his right to peaceable enjoyment of the premises or to induce him to leave the dwelling. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

Any nonperformance of an obligation by a party entitles the other party to pursue remedies such as the following before a court of law, generally the Régie du logement:

- performance of the obligation;
- deposit of the rent;
- reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the cooperative shall comply with the prescriptions of the *Act respecting the protection of personal information in the private sector*.

Please note that 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, where this form must be used.

**Entering into the lease****Language of the lease and of the by-laws of the immovable** (art. 1897 C.C.Q.)

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the cooperative and the lessee may agree to use another language.

**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 (particular No. 3).

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 (C.C.Q.), clauses which 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 Civil Code have no effect (are void).

For instance, no one may, in the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
- waive his right to sublease his dwelling (art. 1870 C.C.Q.).

A person may not release himself 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 it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without his 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 in the dwelling, 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 of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease 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 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 he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

4. The lessee may also apply to the Court 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 dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including

- resiliation of the lease (art. 1863 C.C.Q.);
- subleasing for more than 12 months (art. 1944 C.C.Q.);
- division or substantial enlargement of the dwelling (art. 1959 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 as new lessees (art. 1951 C.C.Q.) (Section G, Notice to a new lessee).

**Change of 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 owes payment of the rent, he may, with the authorization of the Régie du logement, deposit his 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.). The lease may, however, be resiliated in certain cases by the succession (arts. 1938 and 1939 C.C.Q.). The cooperative may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

**Non-payment of rent**

10. Non-payment of rent entitles the cooperative to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the cooperative may obtain the resiliation of the lease.

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.).

## Spouse's and co-lessee's liability

### Married persons' liability (art. 397 C.C.Q.)

11. A spouse who rents a dwelling for the usual 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.

### Co-lessee's liability

12. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, each of them being liable for his 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.).

## 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.) (particular No. 2).

14. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 2).

15. The lessee may not, without the consent of the cooperative, use or keep in the dwelling a substance which constitutes a risk of fire or explosion and which 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 allows to use or to have access to his 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 use of the dwelling (art. 1856 C.C.Q.).

## Maintenance of dwelling and repairs

### Obligation of maintenance

19. The cooperative is obligated 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. The cooperative shall restore the dwelling to clean condition after carrying out work in it (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 lessee may refuse to take possession of a dwelling that is unfit for habitation, that is, if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such a case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

24. The lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he 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 retains, according to the circumstances, recourses, including the right to compensation in the case of temporary vacancy.

In the case of urgent repairs, the cooperative may require temporary vacancy, 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 if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he 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 to pursue the work itself.

The lessee shall render an account to the cooperative of repairs undertaken and expenses incurred and shall deliver to it the invoices. He may withhold from his 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 repairs or improvements that are not urgent. If temporary vacancy is necessary, it shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable;
- the necessary period of vacancy;
- the compensation offered;
- 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 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he 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 of 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 change or strike down any condition relating to the performance of the work which he 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 compensation, 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 his 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, during the lease, have access to the dwelling

- to ascertain the condition of the dwelling between 9:00 a.m. and 9:00 p.m.;
- to show the dwelling to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
- to carry out work between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the cooperative shall give the lessee 24 hour's notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 27).

30. A lessee who gives notice to the cooperative of his intention to vacate the dwelling (particulars Nos. 38, 41 and 50) shall, from that time, allow the cooperative to show the dwelling to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow it 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 representative of the cooperative during a visit to or a verification of his dwelling (arts. 1932 and 2130 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 obtain an order for access from the Régie du logement.

Abuse of the right of access by the cooperative or unjustified denial of access by the lessee may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

**33.** No lock or other device restricting access to a dwelling may be installed or changed without the consent of the lessee and of the cooperative (art. 1934 C.C.Q.).

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

### Notices (art. 1898 C.C.Q.)

**35.** Every notice relating to the lease, given by the cooperative (e.g., notice of modification in the lease to increase the rent) or by the lessee (e.g., notice of non-renewal of a 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.

**Exception:** Only the notice by the cooperative for the purpose of having access to the dwelling may be given orally (particular No. 29).

**36.** Where a notice does not meet the 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 (art. 1941 C.C.Q.)

**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 longer than 12 months is renewed for 1 year only.

The cooperative may not prevent the lease from being renewed, except in certain cases (particulars Nos. 5 and 9). However, it may, with a view to the renewal, modify the lease, provided that it gives notice to the lessee (particulars Nos. 39 and 40).

The lessee may avoid such renewal, provided that it gives notice to the cooperative (particulars Nos. 38 and 41).

#### Non-renewal of lease by the lessee (arts. 1942, 1945 and 1946 C.C.Q.)

**38.** A lessee who wishes to vacate the dwelling upon termination of his lease with a fixed term, or to terminate his 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.

#### Modification of lease

**39.** At the renewal of the lease, the cooperative may modify its conditions. For instance, it may modify its term or increase the rent. To that end, it shall give notice of modification to the lessee within the time periods indicated in Table B (art. 1942 C.C.Q.).

**40.** The cooperative shall, in that notice of modification, indicate to the lessee

- the modification or modifications requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, 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 that will be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

### Reply to the notice of modification

(art. 1945 C.C.Q.)

**41.** A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the cooperative that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications; or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the cooperative. Where the lessee is a member of the cooperative or where the immovable was erected or transformed 5 years ago or less, and where Section F has been completed, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

In other cases, if the lessee refuses the modification, he is entitled to remain in his dwelling because his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 42).

#### Fixing of conditions of the lease by the Régie du logement (arts. 1941 and 1947 C.C.Q.)

**42.** The Régie du logement may not modify the conditions of the lease where the cooperative leases the dwelling to a member or where the dwelling is located in an immovable erected or transformed 5 years ago or less and where it is mentioned in Section F (particular No. 41).

In other cases, the cooperative has 1 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 (Table B). If the cooperative does not file such application, the lease is renewed on the same conditions, except for the term of the lease, which may not be longer than 12 months.

#### Agreement on modifications (art. 1895 C.C.Q.)

**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 initial lease before the beginning of the renewed lease.

#### Contestation of adjustment of rent

(art. 1949 C.C.Q.)

**44.** Where a lease of more than 12 months provides for the 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 erected or transformed 5 years ago or less and where it is mentioned in Section F.

In other cases, an application for that purpose may be filed with the Régie du logement within 1 month following the date on which the adjustment is to take effect.

### Assignment and subleasing

**45.** Where a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of the dwelling to a person called the assignee; as a result, he is released from his obligations towards the cooperative (art. 1873 C.C.Q.).

A lessee who rents his dwelling or a part thereof binds himself as a sublessor towards the sublessee, but he is not released from his obligations towards the cooperative (art. 1870 C.C.Q.).

**46.** The lessee is entitled to assign his lease or to sublease his dwelling with the cooperative's consent. However, the latter may not refuse to give his consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

**47.** The lessee shall give the cooperative notice of his intention to assign his 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 it refuses, the cooperative 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 before

receiving notice of 10 days to that effect from the sublessor or, failing him, from the cooperative (particular No. 5).

### Resiliation of lease by the lessee

(art. 1974 C.C.Q.)

50. A lessee may resiliate his lease if
- he is allocated a dwelling in low-rental housing; or
  - he can no longer occupy the dwelling because of a handicap; or
  - in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the sending of a notice to the cooperative, with an attestation from the authority concerned, or 1 month after the notice if the lease is a lease with an indeterminate term or for less than 12 months.

### Surrender of dwelling upon termination of the lease

(particular No. 2)

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 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 lessee and the cooperative, 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 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 dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to the original condition in which it was when the lessee received it, the cooperative may retain them without compensation to the lessee (art. 1891 C.C.Q.).

Table A

### Non-renewal of lease by the lessee: periods for giving notice (arts. 1942, 1945 and 1946 C.C.Q.)

	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 term	Between 10 and 20 days before term	Within 1 month after receiving the cooperative's notice
Lease of less than 12 months	Between 1 and 2 months before term		
Lease with an indeterminate term	Between 1 and 2 months before desired term	Between 10 and 20 days before desired term	

Table B

### Steps to modify the lease and periods for giving notice (arts. 1942, 1945 and 1947 C.C.Q.)

	1st step: Notice by cooperative	2nd step: Lessee's reply	3rd step: Application to the Régie du logement by the cooperative
Lease of 12 months or more	Between 3 and 6 months before term	<p>1st situation: The lessee is a member of the cooperative. A member of the cooperative shall reply within 1 month following receipt of the notice of modification. A member who refuses the modification requested to the lease shall leave the dwelling at the end of the lease, if the lease mentions in Section F the restriction on the right to have the rent fixed and the leave modified by the Régie du logement. A member who does not reply is deemed to have accepted the modification. If no boxes were ticked off in Section F, see the 2nd situation.</p> <p>2nd situation: 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 is deemed to have accepted the requested modification.</p>	<p>1st situation: The lessee is a member of the cooperative. If the lease of the member mentions the restriction on the right to have the rent fixed and the lease modified (Section F), the cooperative may not apply to the Régie du logement. If no such restriction is mentioned in the lease of the member, the cooperative may apply to the Régie du logement within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.</p> <p>2nd situation: The lessee is not a member of the cooperative. The cooperative may apply to the Régie du logement within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.</p>
Lease of less than 12 months	Between 1 and 2 months before term		
Lease with an indeterminate term	Between 1 and 2 months before desired modification		
Lease for a room	Between 10 and 20 days before the term of the fixed term lease or before the desired modification if the lease is a lease with an indeterminate term		

**MANDATORY LEASE FORM OF THE RÉGIE DU LOGEMENT**

# LEASE

**A** BETWEEN

<p><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>	<p><b>and the landlord (lessor)</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>
<p><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>	<p>Where applicable (represented by)</p> <p>Name _____</p> <p>Position _____</p> <p>mandated for that purpose.</p>

- The term **landlord** used in the lease has the same meaning as the term lessor in the law.
- The names indicated in the lease shall be that of the lessee and that of the landlord or the name that the law authorizes them to use.
- The singular includes the plural.

**B** DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES

No. \_\_\_\_\_ Street \_\_\_\_\_ Apartment \_\_\_\_\_

Municipality \_\_\_\_\_ Postal code \_\_\_\_\_

Number of rooms \_\_\_\_\_

The dwelling is leased for residential purposes only. Yes  No

If not, for combined purposes of housing and \_\_\_\_\_  
Specify  
 but no more than one-third of the total area will be used for that second purpose (art. 1892 C.C.Q.).

Outdoor parking  Number of places \_\_\_\_\_ Parking spaces \_\_\_\_\_

Indoor parking  Number of places \_\_\_\_\_ Parking spaces \_\_\_\_\_

Locker/storage space  Specify \_\_\_\_\_

Other \_\_\_\_\_

Furniture is leased and included in the rent. Yes  No

<p><b>Kitchen</b></p> <p>Stove <input type="checkbox"/></p> <p>Refrigerator <input type="checkbox"/></p> <p>Table <input type="checkbox"/></p> <p>Chair(s) number _____</p> <p>Dishwasher <input type="checkbox"/></p>	<p><b>Rooms</b></p> <p>Bed(s) number _____</p> <p>size _____</p> <p>Chest(s) of drawers number _____</p> <p>Bed table(s) number _____</p>	<p><b>Living room</b></p> <p>Couch(es) number _____</p> <p>Armchair(s) number _____</p> <p>Living room table(s) number _____</p>	<p><b>Other</b></p> <p>Washer <input type="checkbox"/></p> <p>Dryer <input type="checkbox"/></p>
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The parties should make a description of the **condition of the premises** at the time of the delivery of the dwelling (art. 1890 C.C.Q.).

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

**Fixed term lease**

• The term of the lease is \_\_\_\_\_ beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Specify weeks, months or years day month year

and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(usually the last day of a month) day month year

or

**Indeterminate term lease**

• The term of the lease is indeterminate, beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year

Whether the term of a lease is fixed or indeterminate, the landlord **may not** terminate the lease (except in the cases provided for by law) (particulars Nos. 5 and 9).

**D****RENT (arts. 1903 and 1904 C.C.Q.)**

The **rent** is payable in equal instalments not exceeding 1 month's rent, except the last instalment which may be less. The landlord may not exact any other amount of money from the lessee (e.g., deposit for keys).

- The rent is \$ \_\_\_\_\_ per month  per week   
other \_\_\_\_\_, for a total of \$ \_\_\_\_\_  
\_\_\_\_\_ for the full term of the lease (if it is a fixed term lease).

**Date of payment**

The landlord may require advance payment of the rent only for the **first payment period** (the first month, the first week or other). The advance payment may not exceed 1 month's rent. As to the **other instalments**, rent is payable only on the **first day** of each payment period (month, week or other), unless otherwise agreed.

- The rent for the **first payment period** will be paid in whole, on \_\_\_\_\_ / day / month / year  
or in part, that is \$ \_\_\_\_\_, on \_\_\_\_\_ / day / month / year  
and \$ \_\_\_\_\_, on \_\_\_\_\_ / day / month / year  
Specify the amount
- Payment of the rent for the **other payment periods** will be made on the 1st day of the month   
of the week  other \_\_\_\_\_.

**Method of payment**

The landlord may not require payment by means of a **postdated** cheque or other postdated instrument.

- Rent is payable in accordance with the following method of payment:  
by cheque  in cash  other method of payment \_\_\_\_\_

**Place of payment**

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

- Rent shall be payable at \_\_\_\_\_  
Place of payment - specify if by mail

**Proof of payment**

The lessee is entitled to a receipt for the payment of his rent (art. 1568 C.C.Q.).

**E****SERVICES AND CONDITIONS****By-laws of the immovable (arts. 1057 and 1894 C.C.Q.)**

The rules to be observed in the immovable may be 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 landlord **must** give a copy of them to the lessee **before** entering into the lease so that the by-laws form a part of the lease.

If the dwelling is located in an immovable of divided co-ownership, the by-laws of the immovable will apply as soon as a copy of the by-laws has been given to the lessee by the co-owner or by the syndicate.

- There are by-laws for the immovable: Yes  No   
If yes, a copy of the by-laws was given to the lessee before entering into the lease: Yes  No   
If yes, on \_\_\_\_\_  
Date when by-laws were given to lessee

**Works and repairs**

On the date fixed for the delivery of the dwelling, the landlord must deliver it in a good state of repair in all respects. However, the lessee and the landlord may agree otherwise and agree on the work to be done and a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the landlord may not release himself from his obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

- Where applicable, the work to be carried out by the landlord is as follows:  
- before the delivery of the dwelling  
\_\_\_\_\_  
\_\_\_\_\_

- during the lease  
\_\_\_\_\_  
\_\_\_\_\_

**Janitorial service** Yes  No

Specify \_\_\_\_\_

- The telephone number of the janitor or person to contact in case of need is \_\_\_\_\_.

<b>E SERVICES AND CONDITIONS (cont.)</b>					
<b>Services, taxes and consumption costs</b>					
	Landlord	Lessee		Landlord	Lessee
• Will be borne by the	---	---			
Heating of dwelling	---	---	Snow removal	---	---
Hot water	---	---	parking area	---	---
Electricity	---	---	balcony	---	---
Water tax	---	---	entrance	---	---
			stairs	---	---

**Conditions**

- The lessee has a right of access to the land. Yes  No

Specifications or limitations \_\_\_\_\_

- The lessee has the right to keep one or more animals. Yes  No

Specifications or limitations \_\_\_\_\_

**Other services and conditions (e.g., laundry room)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)</b>	
<b>Section to be completed where one or more of the situations described herein applies</b>	
The lessee and the landlord <b>may not apply to the Régie du logement</b> for the fixing of the rent or for the modification of another condition of the lease because	
<input type="checkbox"/>	the dwelling is located in an immovable erected 5 years ago or less. The immovable became ready for habitation on _____ / _____ / _____ day month year
<b>or</b>	
<input type="checkbox"/>	the dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made 5 years ago or less (e.g., school converted into dwellings). The immovable became ready for habitation on _____ / _____ / _____ day month year
However, the Court may rule on any other application concerning the lease (e.g., decrease in rent).	
<b>If one of the 2 boxes above is ticked off</b> , and if the 5-year period has not yet expired, the lessee who objects to a modification in his lease requested by the landlord, such as an increase in the rent, shall vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).	
<b>If neither of the 2 boxes is ticked off</b> , and if the lessee objects to a modification in his lease requested by the landlord and wishes to continue to live in the dwelling, the lease is then renewed. The landlord may apply to the Régie du logement for the fixing of the conditions of the lease for its renewal (particulars Nos. 41 and 42).	

<b>G NOTICE TO A NEW LESSEE OR SUBLESSEE (arts. 1896 and 1950 C.C.Q.)</b>	
<b>Mandatory notice to be given by the landlord or the sublessor at the time the lease is entered into, except when section F is completed.</b>	
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 <input type="checkbox"/> per week <input type="checkbox"/> other _____	
The property leased and the conditions of your lease are the same. Yes <input type="checkbox"/> No <input type="checkbox"/>	
If no, the following changes have been made (e.g., addition of parking, heating to be paid by the lessee):	
_____	
_____	
Date _____	Signature of the landlord or sublessor _____
If the new lessee or sublessee pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.	
If the landlord or sublessor did not give that notice at the time the lease was entered into, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.	
The new lessee or sublessee may also make such application within 2 months of the day he becomes aware of a false statement in the notice.	

**H****SIGNATURES**

Place of signature	Date	Signature of landlord (or of his mandatary)
Place of signature	Date	Signature of lessee
Place of signature	Date	Signature of lessee
<b>Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., another lessee, another landlord, surety, witness, etc.).</b>		
Name	Address	Capacity
Place of signature	Date	Signature
Name	Address	Capacity
Place of signature	Date	Signature
<b>Within 10 days after entering into the lease, the landlord must give the lessee a copy of the lease (art. 1895 C.C.Q.).</b>		

**I****NOTICE OF FAMILY RESIDENCE (art. 403 C.C.Q.)**

A married lessee may not, without the written consent of his spouse, sublease his dwelling, transfer his lease or terminate his lease where the landlord has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to landlord**

I hereby declare that I am married to \_\_\_\_\_ . I hereby notify you that the  
Name of spouse  
 dwelling covered by the lease will be used as the family residence.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of lessee or spouse

**RÉGIE DU LOGEMENT**

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.

## PARTICULARS

**General information**

These particulars describe most of the rights and obligations of lessees and landlords. They summarize the essential points of the law concerning leases, articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.).

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Those rights and obligations shall be exercised in compliance with the rights recognized by the *Charter of human rights and freedoms*, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his 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.

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.

In addition, except if the size of the dwelling justifies it, a landlord 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 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 his right to peaceable enjoyment of the premises or to induce him to leave the dwelling. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

Any nonperformance of an obligation by a party entitles the other party to pursue remedies such as the following before a court of law, generally the *Régie du logement*:

- performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the landlord shall comply with the prescriptions of the *Act respecting the protection of personal information in the private sector*.

Please note that 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, where this form must be used.

**Entering into the lease****Language of the lease and of the by-laws of the immovable** (art. 1897 C.C.Q.)

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the landlord and the lessee may agree to use another language.

**Clauses of the lease**

2. The landlord 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 (particular No. 3).

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 (C.C.Q.), clauses which 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 Civil Code have no effect (are void).

For instance, no one may, in the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
- waive his right to sublease his dwelling or to assign his lease (art. 1870 C.C.Q.).

A person may not release himself 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 landlord or releasing him from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without his 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 in the dwelling, 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 of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease 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 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 he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

4. The lessee may also apply to the Court 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 dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including

- the repossession of the dwelling (particular No. 45);
- the resiliation of the lease (art. 1863 C.C.Q.);
- subleasing for more than 12 months (art. 1944 C.C.Q.);
- division, substantial enlargement or change of destination of the dwelling (art. 1959 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 as new lessees (art. 1951 C.C.Q.) (Section G, Notice to a new lessee or sublessee).

**Change of landlord**

7. The new landlord 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 landlord or of the person to whom he owes payment of the rent, he may, with the authorization of the *Régie du logement*, deposit his rent with it (art. 1908 C.C.Q.).

**Death**

9. A lease is not terminated by the death of the landlord or the lessee (art. 1884 C.C.Q.). The lease may, however, be resiliated in certain cases by the succession (arts. 1938 and 1939 C.C.Q.). The landlord may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

**Non-payment of rent**

10. Non-payment of rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the resiliation of the lease.

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

**Spouse's and co-lessee's liability****Married persons' liability** (art. 397 C.C.Q.)

11. A spouse who rents a dwelling for the usual 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 landlord of his or her unwillingness to be bound for the debt.

#### **Co-lessee's liability**

**12.** If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, each of them being liable for his own share only (art. 1518 C.C.Q.).

However, the co-lessees and the landlord 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**

**13.** The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 2).

**14.** The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 2).

**15.** The lessee may not, without the consent of the landlord, use or keep in the dwelling a substance which constitutes a risk of fire or explosion and which would lead to an increase in the insurance premiums of the landlord (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 allows to use or to have access to his 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 landlord and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

#### **Maintenance of dwelling and repairs**

##### **Obligation of maintenance**

**19.** The landlord is obligated 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. The landlord shall restore the dwelling to clean condition after carrying out work in it (art. 1911 C.C.Q.).

**21.** A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the landlord 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 lessee may refuse to take possession of a dwelling that is unfit for habitation, that is, if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such a case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

**24.** The lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he shall inform the landlord 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 retains, according to the circumstances, recourses, including the right to compensation in the case of temporary vacancy.

In the case of urgent repairs, the landlord may require temporary vacancy, 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 if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course.

The landlord may intervene to pursue the work.

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. He may withhold from his 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 landlord shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, he shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable;
- the necessary period of vacancy;
- the compensation offered;
- 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 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of 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 change or strike down any condition relating to the performance of the work which he 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 compensation, if any.

##### **Access to and visit of dwelling**

**28.** To exercise rights of access to the dwelling, the landlord 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 landlord shall not abuse his 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 landlord may, during the lease, have access to the dwelling

- to ascertain the condition of the dwelling between 9:00 a.m. and 9:00 p.m.;
- to show the dwelling to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
- to carry out work between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the landlord shall give the lessee

24-hour notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 27).

**30.** A lessee who gives notice to the landlord of his intention to vacate the dwelling (particulars Nos. 38, 41 and 51) shall, from that time, allow the landlord to show the dwelling to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow him to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The landlord 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 landlord or his representative during a visit to or a verification of his dwelling (arts. 1932 and 2130 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 landlord may obtain an order for access from the Régie du logement.

Abuse of the right of access by the landlord or unjustified denial of access by the lessee may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).



**33.** No lock or other device restricting access to a dwelling may be installed or changed without the consent of the lessee and of the landlord (art. 1934 C.C.Q.).

**34.** The landlord 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 (art. 1898 C.C.Q.)

**35.** Every notice relating to the lease, given by the landlord (e.g., notice of modification in the lease to increase the rent) or by the lessee (e.g., notice of non-renewal of a 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.

**Exception:** Only the notice by the landlord for the purpose of having access to the dwelling may be given orally (particular No. 29).

**36.** Where a notice does not meet the 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 (art. 1941 C.C.Q.)

**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 longer than 12 months is renewed for 1 year only.

The landlord may not prevent the lease from being renewed, except in certain cases (particulars Nos. 5 and 9). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 39 and 40).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particulars Nos. 38 and 41).

##### Non-renewal of lease by the lessee (arts. 1942, 1945 and 1946 C.C.Q.)

**38.** A lessee who wishes to vacate the dwelling upon termination of his lease with a fixed term, or to terminate his lease with an indeterminate term, shall give notice to the landlord or reply to the landlord's notice within the time periods indicated in Table A.

##### Modification of lease

**39.** At the renewal of the lease, the landlord may modify its conditions. For instance, he may modify its term or increase the rent. To that end, he shall give notice of modification to the lessee within the time periods indicated in Table B (art. 1942 C.C.Q.).

**40.** The landlord shall, in that notice of modification, indicate to the lessee

- the modification or modifications requested;
- the new term of the lease, if he wishes to change it;
- the new rent in dollars or the increase requested, in dollars or as a percentage, if he 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 that will be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

##### Reply to the notice of modification (art. 1945 C.C.Q.)

**41.** A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the landlord that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications; or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the landlord. If the lessee refuses the modification, he is entitled to remain in his dwelling because his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 42).

**Exception:** Where Section F has been completed, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

##### Fixing of conditions of the lease by the Régie du logement (arts. 1941 and 1947 C.C.Q.)

**42.** The landlord has 1 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 (Table B). If the landlord does not file such application, the lease is renewed on the same conditions, except for the term of the lease, which may not be longer than 12 months.

##### Agreement on modifications (art. 1895 C.C.Q.)

**43.** Where the landlord and the lessee agree on the modifications to be made to the lease (e.g., rent, term), the landlord shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

##### Contestation of adjustment of rent (art. 1949 C.C.Q.)

**44.** Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord 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 1 month following the date on which the adjustment is to take effect.

##### Repossession of dwelling (arts. 1957, 1958, 1960 to 1964 and 1967 to 1970 C.C.Q.)

**45.** Where the lessor of the dwelling is the landlord, he 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 1 person, the dwelling may generally be repossessed only if there is only 1 other co-owner who is the spouse or concubinary of the other (e.g., co-owners who are brother and sister may not repossess a dwelling).

A legal person (company) may not avail itself of the right to repossess a dwelling.

Beneficiaries may be

- the landlord, his father, mother, children or any other relative or person connected by marriage of whom he is the main support;
- the spouse from whom he is separated or divorced if he remains the main support of his spouse.

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 the notices 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 landlord, if any;
- the date fixed for the repossession.

##### Assignment and subleasing

**46.** Where a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of the dwelling to a person called the assignee; as a result, he is released from his obligations towards the landlord (art. 1873 C.C.Q.).

A lessee who rents his dwelling or a part thereof binds himself as a sublessor towards the sublessee, but he is not released from his obligations towards the landlord (art. 1870 C.C.Q.).

**47.** The lessee is entitled to assign his lease or to sublease his dwelling with the landlord's consent. However, the latter may not refuse to give his consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

**48.** The lessee shall give the landlord notice of his intention to assign his 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 he refuses, the landlord shall inform the lessee of his reasons for refusing within 15 days after receiving the notice. Otherwise, the landlord is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

**49.** A landlord 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, from the landlord (art. 1940 C.C.Q.) (particular No. 5).

### Resiliation of lease by the lessee

(art. 1974 C.C.Q.)

51. A lessee may resiliate his lease if

- he is allocated a dwelling in low-rental housing; or
- he can no longer occupy the dwelling because of a handicap; or
- in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the sending of a notice to the landlord, with an attestation from the authority concerned, or 1 month after the notice if the lease is a lease with an indeterminate term or for less than 12 months.

### Surrender of dwelling upon termination of the lease

(particular No. 2)

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 landlord (art. 1890 C.C.Q.).

53. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he 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 lessee and the landlord, 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 has made. If they cannot be removed without deteriorating the dwelling, the landlord may

- retain them by paying the value thereof; or
- compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to the original condition in which it was when the lessee received it, the landlord may retain them without compensation to the lessee (art. 1891 C.C.Q.).

Table A

### Non-renewal of lease by the lessee:

periods for giving notice (arts. 1942, 1945 and 1946 C.C.Q.)

	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 term	Between 10 and 20 days before term	Within 1 month after receiving the landlord's notice
Lease of less than 12 months	Between 1 and 2 months before term		
Lease with an indeterminate term	Between 1 and 2 months before desired term	Between 10 and 20 days before desired term	

Table B

### Steps to modify the lease and periods

for giving notice (arts. 1942, 1945 and 1947 C.C.Q.)

	1st step: Notice by landlord	2nd step: Lessee's reply	3rd step: Application to the Régie du logement by landlord
Lease of 12 months or more	Between 3 and 6 months before term	Within 1 month after receiving the notice of modification. If the lessee fails to reply, he is deemed to have accepted the requested modification.	Within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.
Lease of less than 12 months	Between 1 and 2 months before term		
Lease with an indeterminate term	Between 1 and 2 months before desired modification		
Lease for a room	Between 10 and 20 days before the term of the fixed term lease or before the desired modification if the lease is a lease with an indeterminate term		

Table C

### Steps for repossessing the dwelling and periods

for giving notice (arts. 1960, 1962 and 1963 C.C.Q.)

	1st step: Notice by landlord	2nd step: Lessee's reply	3rd step: Application to the Régie du logement by landlord
Lease of more than 6 months	6 months before term	Within 1 month after receiving the landlord's notice. If the lessee fails to reply, he 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 term		
Lease with an indeterminate term	6 months before intended date of repossession		

**MANDATORY FORM OF THE RÉGIE DU LOGEMENT**  
**SCHEDULE TO THE LEASE**  
SERVICES OFFERED TO THE LESSEE  
 OWING TO HIS PERSONAL CONDITION, INCLUDING SERVICES OFFERED TO  
**ELDERLY OR HANDICAPPED PERSONS**

This mandatory Schedule completes the written lease and must be used for entering into a lease in cases where the landlord\* provides the lessee with services in addition to those indicated in the mandatory lease form, owing to the lessee's personal condition, including his age or a handicap.

The provisions respecting the rights and obligations of lessees and landlords found in articles 1851 to 2000 of the *Civil Code of Québec*, which are summarized in the particulars of the lease, apply not only to a dwelling or a rented room, but also to services (e.g., meals, nursing care, laundry service), accessories and dependencies.

Particularly, the landlord may not, by a clause in the lease, restrict the lessee's right to purchase goods (e.g., pharmaceutical products) or to obtain services from the persons of his choice (e.g., medical services) in accordance with the terms and conditions agreed upon by the lessee himself.

Those rights and obligations shall be exercised in compliance with the *Charter of human rights and freedoms* which prescribes, *inter alia*, that any elderly or handicapped person is entitled to be protected against any form of exploitation.

**DETAILED DESCRIPTION OF THE DWELLING AND ACCESSORIES**

Tick off where applicable	Tick off where applicable
<ul style="list-style-type: none"> <li>• <b>The leased dwelling is</b></li> <li style="padding-left: 20px;">- an apartment <input type="checkbox"/></li> <li style="padding-left: 20px;">- a room <input type="checkbox"/></li> <li style="padding-left: 40px;">- private <input type="checkbox"/></li> <li style="padding-left: 40px;">- shared <input type="checkbox"/></li> <li style="padding-left: 20px;">_____</li> <li style="padding-left: 40px;">number of persons, location</li> <li>• <b>Bathroom</b></li> <li style="padding-left: 20px;">- private <input type="checkbox"/></li> <li style="padding-left: 20px;">- shared <input type="checkbox"/></li> <li style="padding-left: 20px;">_____</li> <li style="padding-left: 40px;">number of persons, location</li> <li>• <b>Furniture</b></li> <li style="padding-left: 20px;">The lessee has the right to bring</li> <li style="padding-left: 40px;">- electric household appliances <input type="checkbox"/></li> <li style="padding-left: 40px;">- furniture <input type="checkbox"/></li> <li style="padding-left: 40px;">- a television set <input type="checkbox"/></li> <li style="padding-left: 20px;">_____</li> <li style="padding-left: 40px;">specify</li> <li>• <b>Balcony</b></li> <li style="padding-left: 20px;">- private <input type="checkbox"/></li> <li style="padding-left: 20px;">- shared <input type="checkbox"/></li> <li>• <b>Handrail supports</b></li> <li style="padding-left: 20px;">- in the bathroom <input type="checkbox"/></li> <li style="padding-left: 20px;">- in the corridors <input type="checkbox"/></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Wheelchairs</b></li> <li style="padding-left: 20px;">- dwelling accessible for wheelchairs <input type="checkbox"/></li> <li style="padding-left: 20px;">- dwelling designed for wheelchairs <input type="checkbox"/></li> <li>• <b>Intercom</b> <input type="checkbox"/></li> <li style="padding-left: 20px;">_____</li> <li style="padding-left: 40px;">location</li> <li>• <b>Call system</b> <input type="checkbox"/></li> <li style="padding-left: 20px;">_____</li> <li style="padding-left: 40px;">location</li> <li>• <b>Heating</b></li> <li style="padding-left: 20px;">- individual control <input type="checkbox"/></li> <li>• <b>Air conditioning</b></li> <li style="padding-left: 20px;">- individual control <input type="checkbox"/></li> <li>• <b>Locked storage space</b> <input type="checkbox"/></li> <li style="padding-left: 20px;">_____</li> <li style="padding-left: 40px;">location</li> <li>• <b>Elevator</b> <input type="checkbox"/></li> <li>• <b>Common areas</b></li> <li style="padding-left: 20px;">(See Recreational and social activities)</li> </ul>

\* The term **landlord** used in this Schedule includes the cooperative.

This Schedule is not to be used in the case of a lease for a dwelling rented by an educational institution to a student, a lease for land intended for the installation of a mobile home or a lease for a dwelling in low-rental housing (with certain exceptions in the latter case).

### Services

The landlord undertakes to provide and maintain the services identified in Columns 1 and 2 for which the lessee undertakes to pay rent.

Where a service is identified in Column 3, this means that the landlord undertakes to maintain it because the availability of that service is one of the reasons for which the lessee is renting the dwelling.

**LIST OF SERVICES**

	<b>1</b> Tick off if included in the rent for the dwelling indicated in the lease	<b>2</b> Additional rent in accordance with the term provided for in the lease (month, week or other)	<b>3</b> Other services that the landlord undertakes to maintain (often payable each time used)
<b>Religious activities</b>  specify _____ _____ _____			
<b>Laundry</b>			
• <b>Laundry room</b>  location _____  number of washers _____ number of dryers _____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
• <b>Laundry service</b>			
- bedding _____ times per week	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
- clothing _____ times per week	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
- dry cleaning  specify _____ _____			<input type="checkbox"/>
<b>Housekeeping</b>			
• <b>Cleaning in lessee's apartment or room</b>  _____ times per week	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
- annual cleaning  specify _____ _____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>

**LIST OF SERVICES (cont.)**

	<b>1</b> Tick off if included in the rent for the dwelling indicated in the lease	<b>2</b> Additional rent in accordance with the term provided for in the lease (month, week or other)	<b>3</b> Other services that the landlord undertakes to maintain (often payable each time used)
<b>Recreational and social activities</b>			
<b>• Indoor areas</b>			
- shared kitchen	<input type="checkbox"/>		
- right to cook	<input type="checkbox"/>		
- common room	<input type="checkbox"/>		
_____			
opening hours			
- social director	<input type="checkbox"/>		
- stereophonic system	<input type="checkbox"/>		
- television	<input type="checkbox"/>		
- personal use	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
- other: _____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
_____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
<b>• Outdoor areas</b>			
- recreation areas	<input type="checkbox"/>		
- rest areas	<input type="checkbox"/>		
- communal garden	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
- other: _____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
_____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
<b>Medications</b>			
- distribution of medications by a person authorized by law	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
- keeping of medications in a safe locked place	Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>Security</b>			
- guard	<input type="checkbox"/>		
- schedule: _____			
- electronic monitoring system	<input type="checkbox"/>		



LIST OF SERVICES (cont.)			1	2	3
			Tick off if included in the rent for the dwelling indicated in the lease	Additional rent in accordance with the term provided for in the lease (month, week or other)	Other services that the landlord undertakes to maintain (often payable each time used)
<ul style="list-style-type: none"> <li>• <b>Guests may take a meal with a lessee</b> <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></li>   <li>• <b>Credit</b> : Where the rent includes the cost of meals, a credit is granted to the lessee if he is absent. <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></li> </ul> <p>specify _____</p> <p>_____</p>					<input type="checkbox"/>
<b>Nursing and personal care service</b>					
<ul style="list-style-type: none"> <li>• <b>Presence of a professional nurse</b></li> <li><input type="checkbox"/> 24 hours a day</li> <li>or</li> <li>according to the following schedule:</li> <li>_____</li> <li>_____</li> <li>_____</li> <li>- other: _____</li> <li>_____</li> <li>_____</li> </ul>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		
<ul style="list-style-type: none"> <li>- other: _____</li> <li>_____</li> <li>_____</li> </ul>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		
<ul style="list-style-type: none"> <li>- other: _____</li> <li>_____</li> <li>_____</li> </ul>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		
<ul style="list-style-type: none"> <li>- other: _____</li> <li>_____</li> <li>_____</li> </ul>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		
<b>Television in the room or apartment</b>					
<ul style="list-style-type: none"> <li>- cable service</li> <li>- community antenna</li> </ul>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		
	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		

**LIST OF SERVICES (cont.)**

	<b>1</b> Tick off if included in the rent for the dwelling indicated in the lease	<b>2</b> Additional rent in accordance with the term provided for in the lease (month, week or other)	<b>3</b> Other services that the landlord undertakes to maintain (often payable each time used)
<b>Transportation</b>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
• <b>Escort service for</b>			
– medical appointments	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
– errands	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
– other: _____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
_____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
– schedule: _____			
_____			
_____ times per day			
_____ times per week			
_____ specify _____			
_____			
• <b>Adapted transportation for handicapped persons</b>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
Schedule, if different from the schedule indicated above: _____			
_____			

Total additional rent \$ \_\_\_\_\_

Total rent to be paid by the lessee is:

Amount indicated in the lease \$ \_\_\_\_\_

Amount of additional rent, if any (Column 2) + \$ \_\_\_\_\_

Total rent per \_\_\_\_\_ = \$ \_\_\_\_\_  
Specify the term (month, week or other)

**Information on personnel**

The landlord has informed the lessee of the name and duties of the members of the personnel working in the immovable.

Yes  No

**SIGNATURES**

Signed at _____	Date _____	Signature of landlord (or his mandatory) _____
Signed at _____	Date _____	Signature of lessee _____
Signed at _____	Date _____	Signature of lessee _____
Signed at _____	Date _____	Other signatory (e.g., witness or other) _____



MANDATORY FORM OF THE RÉGIE DU LOGEMENT	
MANDATORY WRITING	
IN THE CASE OF AN ORAL LEASE	
BETWEEN	
<b>the lessee</b>	
Name _____	
Name _____	
<b>and the landlord (lessor)</b>	
Name _____	
No. _____ Street _____ Apt. _____	
Municipality _____	Postal code _____
Where applicable, represented by	
Name _____	Position _____
mandated for that purpose.	
<b>Address of leased dwelling</b>	
No. _____ Street _____ Apt. _____	
Municipality _____	Postal code _____
Rent _____ per month <input type="checkbox"/> per week <input type="checkbox"/>	
other _____ for a total of \$ _____	
_____ for the term of the lease (if it is a fixed term lease).	
<p>- The term <b>landlord</b> used in the mandatory writing has the same meaning as the term lessor in the law.</p> <p>- The names indicated in the mandatory writing shall be that of the lessee and that of the landlord or the name that the law authorizes them to use.</p> <p>- The singular includes the plural.</p>	
<p>When the lease is oral, the landlord shall give to the lessee, within 10 days after entering into the lease, this form containing the following information:</p> <ul style="list-style-type: none"> <li>• the name and address of the landlord;</li> <li>• the name of the lessee;</li> <li>• the rent agreed upon;</li> <li>• the address of the dwelling leased;</li> <li>• the text of the following particulars.</li> </ul> <p>The writing is part of the lease (art. 1895 C.C.Q.).</p>	

## PARTICULARS

**General information**

These particulars describe most of the rights and obligations of lessees and landlords. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the *Civil Code of Québec* (C.C.Q.).

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Those rights and obligations shall be exercised in compliance with the rights recognized by the *Charter of human rights and freedoms*, which prescribes, among other things, that every person has a right to respect for his private life, that every person has a right to the peaceful enjoyment and free disposition of his 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.

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.

In addition, except if the size of the dwelling justifies it, a landlord 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 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 his right to peaceable enjoyment of the premises or to induce him to leave the dwelling. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

Any nonperformance of an obligation by a party entitles the other party to pursue remedies such as the following before a court of law, generally the Régie du logement.

- performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the landlord shall comply with the prescriptions of the *Act respecting the protection of personal information in the private sector*.

### **Dwelling** (art. 1892 C.C.Q.)

1. These particulars apply to any premises leased for residential purposes (e.g., an apartment, a house, a room) as well as to a mobile home placed on a chassis and to land intended for the installation of a mobile home.

They also apply to services (e.g., laundry, meals, nursing care, janitorial services), to accessories (e.g., refrigerator, air conditioner) and to the dependencies of the dwelling (e.g., garage, parking space, locker), whether they are included in the lease of the dwelling or in a separate lease.

**Exception:** These particulars do not apply to dwellings leased for vacation purposes or to dwellings in which over one-third of the total floor area is used for purposes other than residential purposes (e.g., commercial premises).

### **Room**

2. A room is considered a dwelling, even if it is located in the principal residence of the landlord or a lessee who subleases it, unless

- only 1 or 2 rooms are leased or offered for lease and the room has neither a separate exit nor its own sanitary facilities independent of those used by the landlord;
- it is situated in a hotel establishment; or
- it is situated in a health and social services institution.

### **Special rules for leases of certain dwellings**

3. Special rules, which are not stated in these particulars, apply to a lease

- of a dwelling in an immovable held in divided co-ownership (arts. 1057, 1065, 1066 and 1079 C.C.Q.);
- of a room leased to a student by an educational institution (arts. 1979 to 1983 C.C.Q.);
- of land leased for the installation of a mobile home (arts. 1996 to 2000 C.C.Q.);
- that is part of a contract of employment (art. 1976 C.C.Q.).

### **Entering into lease**

4. A lease is a contract to lease a dwelling. A lease is entered into when the landlord 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 be written or oral (art. 1851 C.C.Q.).

### **By-laws of the immovable**

5. By-laws may set out the rules to be observed in an immovable. They pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

Where there are such by-laws, the landlord shall give the lessee a copy thereof before entering into the lease, so that they may form part of the lease (art. 1894 C.C.Q.).

If the dwelling is located in an immovable of divided co-ownership, the by-laws of the immovable will apply as soon as a copy of the by-laws has been given to the lessee by the co-owner or by the syndicate (art. 1057 C.C.Q.).

### **Language of the writing and of the by-laws of the immovable** (art. 1897 C.C.Q.)

6. The writing and the by-laws of the immovable shall be drawn up in French. However, the landlord and the lessee may agree to use another language.

### **Conditions of the lease**

7. The landlord and the lessee may agree on various conditions of the lease, but they may not disregard the provisions of public order (particular No. 8).

The legal rules contained in particulars Nos. 28, 29 and 66 to 68, *inter alia*, are suppletive, i.e., they apply if the parties do not decide otherwise.

8. Pursuant to article 1893 (C.C.Q.), conditions which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883 and 1892 to 2000 of the Civil Code have no effect (are void).

For instance, no one may, at the time of entering into the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
- waive his right to sublease his dwelling or to assign his lease (art. 1870 C.C.Q.).

A person may not release himself 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 landlord or releasing him from an obligation (art. 1900 C.C.Q.);
- a condition that renders the lessee liable for damage caused without his 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 in the dwelling, 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 of 12 months or less (art. 1906 C.C.Q.);
- a condition in a lease 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 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 he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

9. The lessee may apply to the Court 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.).

### **Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement**

10. The lessee and the landlord may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease because the dwelling is rented out by a cooperative to one of its members or because the dwelling is located in an immovable

- erected 5 years ago or less; or
- whose use for residential purposes results from a change of destination that was made 5 years ago or less (e.g., school converted into dwellings).

However, the Court may rule on any other application concerning the lease (art. 1955 C.C.Q.).

If such restriction is mentioned to the lessee at the time of entering into the lease and if the situation persists, the lessee, where he refuses a modification requested by the landlord, shall vacate his dwelling upon termination of the lease (art. 1945 2nd par. C.C.Q.).

If the landlord does not mention such restriction to the lessee and if the lessee refuses a modification of the conditions of the lease but wishes to remain in the dwelling, the lease is then renewed. The landlord may then apply to the Régie du logement to fix the conditions of the lease for its renewal (particulars Nos. 55 and 56).

### **Fixing of rent of new lessee and sublessee** (arts. 1896 and 1950 C.C.Q.)

11. The new lessee or the sublessee may apply to the Régie du logement to fix the rent, except for the exception provided for by law (particular No. 10).

12. Except where particular No. 10 applies, the landlord shall, at the time of entering into a lease, give a notice to the new lessee indicating the lowest rent paid in the 12 months preceding the beginning of the lease or, if applicable, the rent fixed by the Régie du logement during the same period. The notice must also specify the changes made to the property leased and to the leasing conditions. A lessee who leases his dwelling to a sublessee shall also give such notice.

If the new lessee or sublessee pays rent that is higher than that stated in the notice, he may, within 10 days following the date on which the lease is entered into, apply to the Régie du logement to fix his rent.

If the landlord or the sublessee did not give such notice when entering into the lease, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to fix his rent.

The new lessee or the sublessee may also apply to the Régie du logement within 2 months of the day on which he becomes aware of a false statement in the notice.

### Right to maintain occupancy

**13.** The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a **personal** right to maintain occupancy in his dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including

- the repossession of the dwelling (particular No. 59);
- the rescission of the lease (art. 1863 C.C.Q.);
- subleasing for more than 12 months (art. 1944 C.C.Q.);
- division, substantial enlargement or change of destination of the dwelling (art. 1959 C.C.Q.).

**14.** 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 as new lessees (art. 1951 C.C.Q.) (particulars Nos. 11 and 12).

### Change of landlord

**15.** The new landlord 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.).

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

### Death

**17.** A lease is not terminated by the death of the landlord or the lessee (art. 1884 C.C.Q.). The lease may, however, be rescinded in certain cases by the succession (arts. 1938 and 1939 C.C.Q.). The landlord may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

### Delivery of dwelling at beginning of lease

**18.** On the date fixed for the delivery of the dwelling, the landlord must deliver it in a good state of repair in all respects. However, the lessee and the landlord may agree otherwise and agree on the work to be done and a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the landlord may not release himself from his obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

**19.** A lessee may refuse to take possession of a dwelling that is unfit for habitation, that is, if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such a case, the lease is rescinded automatically (arts. 1913 and 1914 C.C.Q.).

### Payment of rent

**20.** At the time of entering into the lease, the landlord may require advance payment of the rent for the first payment period (month or week). The advance payment may not exceed 1 month's rent. He may not exact any other amount of money (e.g., deposit for keys) (art. 1904 C.C.Q.).

**21.** The landlord may not require payment by means of a postdated cheque or other postdated instrument for the payment of the rent (art. 1904 2nd par. C.C.Q.).

**22.** The lessee must pay his rent on the first day of each payment period (month or week), unless otherwise agreed. He is entitled to a receipt for the payment of his rent (arts. 1568, 1855 and 1903 C.C.Q.).

**23.** The rent is payable in equal instalments not exceeding 1 month's rent, except the last instalment which may be less (arts. 1903 and 1904 C.C.Q.).

**24.** The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).

**25.** Non-payment of rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the rescission of the lease.

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

### Spouse's and co-lessee's liability

#### Married persons' liability (art. 397 C.C.Q.)

**26.** A spouse who rents a dwelling for the usual 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 landlord of his or her unwillingness to be bound for the debt.

#### Co-lessee's liability

**27.** If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, each of them being liable for his own share only (art. 1518 C.C.Q.).

However, the co-lessees and the landlord 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

**28.** The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 7).

**29.** The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 7).

**30.** The lessee may not, without the consent of the landlord, use or keep in the dwelling a substance which constitutes a risk of fire or explosion and which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

**31.** 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.).

**32.** The lessee and the persons he allows to use or to have access to his dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

**33.** During the term of the lease, the landlord and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

### Maintenance of dwelling and repairs

#### Obligation of maintenance

**34.** The landlord is obligated 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.).

**35.** The lessee shall keep the dwelling in good clean condition. The landlord shall restore the dwelling to clean condition after carrying out work in it (art. 1911 C.C.Q.).

**36.** A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the landlord within a reasonable time (art. 1866 C.C.Q.).

**37.** 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.).

**38.** The lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he shall inform the landlord of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

#### Urgent and necessary repairs

**39.** The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains, according to the circumstances, recourses, including the right to compensation in the case of temporary vacancy.

In the case of urgent repairs, the landlord may require temporary vacancy, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

**40.** The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course.

The landlord may intervene to pursue the work.

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. He may withhold from his 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.)

**41.** The landlord shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, he shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable:
- the necessary period of vacancy;
- the compensation offered;
- 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 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of 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 change or strike down any condition relating to the performance of the work which he 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 compensation, if any.

### Access to and visit of dwelling

**42.** To exercise rights of access to the dwelling, the landlord 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 landlord shall not abuse his rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

**43.** The landlord may, during the lease, have access to the dwelling

- to ascertain the condition of the dwelling between 9:00 a.m. and 9:00 p.m.;
- to show the dwelling to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
- to carry out work between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the landlord shall give the lessee 24 hour's notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 41).

**44.** A lessee who gives notice to the landlord of his intention to vacate the dwelling (particulars Nos. 52, 55 and 65) shall, from that time, allow the landlord to show the dwelling to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow him to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

**45.** The lessee may require the presence of the landlord or his representative during a visit to or a verification of his dwelling (arts. 1932 and 2130 C.C.Q.).

**46.** 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 landlord may obtain an order for access from the Régie du logement.

Abuse of the right of access by the landlord or unjustified denial of access by the lessee may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

**47.** No lock or other device restricting access to a dwelling may be installed or changed without the consent of the lessee and of the landlord (art. 1934 C.C.Q.).

**48.** The landlord 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 (art. 1898 C.C.Q.)

**49.** Every notice relating to the lease, given by the landlord (e.g., notice of modification in the lease to increase the rent) or by the lessee (e.g., notice of non-renewal of a 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.

**Exception:** Only the notice by the landlord for the purpose of having access to the dwelling may be given orally (particular No. 43).

**50.** Where a notice does not meet the 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** (art. 1941 C.C.Q.)

**51.** 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 longer than 12 months is renewed for 1 year only.

The landlord may not prevent the lease from being renewed, except in certain cases (particulars Nos. 13 and 17). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 53 and 54).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particulars Nos. 52 and 55).

**Non-renewal of lease by the lessee**

(arts. 1942, 1945 and 1946 C.C.Q.)

**52.** A lessee who wishes to vacate the dwelling upon termination of his lease with a fixed term, or to terminate his lease with an indeterminate term, shall give notice to the landlord or reply to the landlord's notice within the time periods indicated in Table A.

**Modification of lease**

**53.** At the renewal of the lease, the landlord may modify its conditions. For instance, he may modify its term or increase the rent. To that end, he shall give notice of modification to the lessee within the time periods indicated in Table B (art. 1942 C.C.Q.).

**54.** The landlord shall, in that notice of modification, indicate to the lessee

- the modification or modifications requested;
- the new term of the lease, if he wishes to change it;
- the new rent in dollars or the increase requested, in dollars or as a percentage, if he 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 that will be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

**Reply to the notice of modification**

(art. 1945 C.C.Q.)

55. A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the landlord that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications; or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the landlord. If the lessee refuses the modification, he is entitled to remain in his dwelling because his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 56).

**Exception:** In the cases provided for in particular No. 10, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

**Fixing of conditions of the lease by the Régie du logement** (arts. 1941 and 1947 C.C.Q.)

56. The landlord has 1 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 (Table B). If the landlord does not file such application, the lease is renewed on the same conditions, except for the term of the lease, which may not be longer than 12 months.

**Agreement on modifications** (art. 1895 C.C.Q.)

57. Where the landlord and the lessee agree on the modifications to be made to the lease (e.g., rent, term), the landlord shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

**Contestation of adjustment of rent** (art. 1949 C.C.Q.)

58. Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord 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 1 month following the date on which the adjustment is to take effect.

**Repossession of dwelling** (arts. 1957, 1958, 1960 to 1964 and 1967 to 1970 C.C.Q.)

59. Where the lessor of the dwelling is the landlord, he 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 1 person, the dwelling may generally be repossessed only if there is only 1 other co-owner who is the spouse or concubinary of the other (e.g., co-owners who are brother and sister may not repossess a dwelling).

A legal person (company) may not avail itself of the right to repossess a dwelling.

Beneficiaries may be

- the landlord, his father, mother, children or any other relative or person connected by marriage of whom he is the main support;
- the spouse from whom he is separated or divorced if he remains the main support of his spouse.

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 the notices 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 landlord, if any;
- the date fixed for the repossession.

**Assignment and subleasing**

60. Where a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of the dwelling to a person called the assignee; as a result, he is

released from his obligations towards the landlord (art. 1873 C.C.Q.).

A lessee who rents his dwelling or a part thereof binds himself as a sublessor towards the sublessee, but he is not released from his obligations towards the landlord (art. 1870 C.C.Q.).

61. The lessee is entitled to assign his lease or to sublease his dwelling with the landlord's consent. However, the latter may not refuse to give his consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

62. The lessee shall give the landlord notice of his intention to assign his 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 he refuses, the landlord shall inform the lessee of his reasons for refusing within 15 days after receiving the notice. Otherwise, the landlord is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

63. A landlord 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.).

64. 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, from the landlord (art. 1940 C.C.Q.) (particular No. 131).

**Resiliation of lease by the lessee**

(art. 1974 C.C.Q.)

65. A lessee may resiliate his lease if

- he is allocated a dwelling in low-rental housing; or
- he can no longer occupy the dwelling because of a handicap; or
- in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the sending of a notice to the landlord, with an attestation from the authority concerned, or 1 month after the notice if the lease is a lease with an indeterminate term or for less than 12 months.

**Surrender of dwelling upon termination of the lease**

(particular No. 7)

66. 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 landlord (art. 1890 C.C.Q.).

67. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he 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 lessee and the landlord, otherwise the lessee is presumed to have received the dwelling in good condition (art. 1890 C.C.Q.).

68. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they cannot be removed without deteriorating the dwelling, the landlord may

- retain them by paying the value thereof; or
- compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to the original condition in which it was when the lessee received it, the landlord may retain them without compensation to the lessee (art. 1891 C.C.Q.).

**Table A Non-renewal of lease by the lessee:  
periods for giving notice** (arts. 1942, 1945 and 1946 C.C.Q.)

	<b>Lessee who has not received a notice of modification of the lease</b>	<b>Lessee of a room who has not received a notice of modification of the lease</b>	<b>Lessee (including the lessee of a room) who has received a notice of modification of the lease</b>
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	Between 10 and 20 days before term	Within 1 month after receiving the landlord's notice
<b>Lease of less than 12 months</b>	Between 1 and 2 months before term		
<b>Lease with an indeterminate term</b>	Between 1 and 2 months before desired term	Between 10 and 20 days before desired term	

**Table B Steps to modify the lease and periods for giving notice** (arts. 1942, 1945 and 1947 C.C.Q.)

	<b>1st step: Notice by landlord</b>	<b>2nd step: Lessee's reply</b>	<b>3rd step: Application to the Régie du logement by landlord</b>
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	Within 1 month after receiving the notice of modification. <b>If the lessee fails to reply, he is deemed to have accepted the requested modification.</b>	Within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.
<b>Lease of less than 12 months</b>	Between 1 and 2 months before term		
<b>Lease with an indeterminate term</b>	Between 1 and 2 months before desired modification		
<b>Lease for a room</b>	Between 10 and 20 days before the term of the fixed term lease or before the desired modification if the lease is a lease with an indeterminate term		

**Table C Steps for repossessing the dwelling and periods for giving notice** (arts. 1960, 1962 and 1963 C.C.Q.)

	<b>1st step: Notice by landlord</b>	<b>2nd step: Lessee's reply</b>	<b>3rd step: Application to the Régie du logement by landlord</b>
<b>Lease of more than 6 months</b>	6 months before term	Within 1 month after receiving the landlord's notice. <b>If the lessee fails to reply, he is deemed to have refused to vacate the dwelling.</b>	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
<b>Lease of 6 months or less</b>	1 month before term		
<b>Lease with an indeterminate term</b>	6 months before intended date of repossession		

### RÉGIE DU LOGEMENT

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.

## Draft Regulations

### Draft Regulation

An Act respecting market intermediaries  
(R.S.Q., c. I-15.1)

#### Conseil des assurances de dommages — Market intermediaries in damage insurance

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), that the By-law to amend the By-law of the Conseil des assurances de dommages respecting market intermediaries in damage insurance, the text of which appears below and which was made by the Conseil des assurances de dommages, may be submitted to the Government for approval upon the expiry of a 45-day period following this publication. The Government may approve it with or without amendment.

This Draft By-law proposed by the Conseil des assurances de dommages amends the conditions for the issue of certificates of market intermediaries in damage insurance. It establishes conditions applicable to natural persons registered in the program “Alternance Travail-Études” in damage insurance offered by a general and vocational college. This Draft By-law must be read with the amendments proposed by the Conseil in a draft by-law published in the *Gazette officielle du Québec* of 1 March 1995.

According to the Conseil, study of this matter has revealed, to date, no impact on the public or on businesses, except on market intermediaries themselves.

Further information may be obtained by contacting Mrs. Diane Paradis, Director General and Secretary, Conseil des assurances de dommages, 2020, rue Université, bureau 1919, Montréal (Québec), H3A 2A5, tel.: (514) 282-8765, fax: (514) 282-7466.

Any interested person having comments to make is asked to send them in writing, before the expiry of the 45-day period, to the Inspector General of Financial Institutions, 800, place d'Youville, 9<sup>e</sup> étage, Québec (Québec), G1R 4Y5. Comments will be forwarded by the General Inspector of Financial Institutions to the Minister of Finance.

ALFRED VAILLANCOURT,  
*Acting Inspector General of  
Financial Institutions*

### By-law to amend the By-law of the Conseil des assurances de dommages respecting market intermediaries in damage insurance

An Act respecting market intermediaries  
(R.S.Q., c. I-15.1, s. 78, 1<sup>st</sup> par., subpars. 1, 5, 7 and 9)

**1.** The By-law of the Conseil des assurances de dommages respecting market intermediaries in damage insurance, approved by Order in Council 1015-91 dated 17 July 1991 and amended by the By-law approved by Order in Council 1825-94 dated 21 December 1994, is further amended by inserting, after section 10, the following section:

“**10.1** A natural person registered in a program of studies in damage insurance called “Alternance Travail-Études” provided by a general and vocational college may also obtain a trainee’s certificate for each one of the training periods that he must complete under this program if he has completed all the courses leading to the training period for which he is applying for a trainee’s certificate and if he fulfils the conditions of section 10, except those of subparagraphs 1 and 2 of the first paragraph.”.

**2.** Section 15 of the By-law is amended by adding, at the end, the following paragraph:

“Subparagraphs 7 and 9 of the first paragraph do not apply to a natural person referred to in section 10.1.”.

**3.** The By-law is amended by inserting, after section 16, the following section:

“**16.1** Notwithstanding section 16, the term of a trainee’s certificate issued to a natural person referred to in section 10.1 is four months.

This certificate is renewable during the time that its holder is registered in the program of studies in damage insurance called “Alternance Travail-Études”.”.

**4.** The By-law is amended by inserting, after section 20, the following section:

“**20.1** The provisions of subparagraph 2 of the first paragraph of section 20 do not apply to an applicant who has successfully completed the program of studies in damage insurance called “Alternance Travail-Études”

provided by a general and vocational college and who has passed the examinations provided for in subparagraph 2 of the first paragraph of section 10.”

#### 5. Section 21 of the By-law is amended

(1) by adding, at the end of paragraph 1, the words:

“or, in the case of an applicant referred to in section 20.1, the sworn statements or solemn affirmations of each one of the market intermediaries in damage insurance under whose supervision and responsibility he did his training”;

(2) by inserting, after paragraph 1, the following paragraph:

“(1.1) in the case of an applicant referred to in section 20.1, an attestation delivered by a general and vocational college to the effect that he has successfully completed the program of studies in damage insurance called “Alternance Travail-Études” and also an attestation that he has passed the examinations prescribed by subparagraph 2 of the first paragraph of section 10;”.

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

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## Draft Regulation

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

### Men's clothing — Amendments

Notice is hereby given, in accordance with the Act respecting collective agreement decrees (R.S.Q., c. D-2), that the contracting parties to the Decree respecting the men's clothing industry have petitioned the Minister of Labour to recommend to the Government that it make the Decree to amend the Decree respecting the men's clothing industry. Pursuant to sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the Decree, the text of which appears below, may be made by the Government upon the expiry of 45 days from this publication.

The purpose of the Draft Regulation is to modify certain working conditions contained in the abovementioned Decree. It should be noted that the last substantial changes to the Decree were brought into force in August 1994.

To accomplish this, the contracting parties propose, in particular, to change the comparison base for calculating overtime, to determine the period of time to be compensated for overtime hours worked, to increase the minimum hourly wage rates for the various wage scales, to amend one of the conditions entitling employees to holiday pay, to introduce a provision specifying that a collective agreement may provide for a different period for taking a third week of annual vacation, to extend the term of the Decree and to change the period for cancelling the Decree. Also, the Ministère du Travail proposes to revoke provisions regarding the statutory general increases in actual wages and the prohibition on a reduction in wage rates.

To date, study of this matter has revealed that the petition, applying to 256 employers and 11 619 employees, establishes, at the time of the coming into force of the Decree, a \$0.15 increase in the hourly wage rate for all three sectors of the Decree, equivalent to an increase ranging between 1.3 % and 2.2 %, depending on the sector and the job classification. In the men's and boys' clothing and the children's clothing sectors, a second increase of \$0.20 in the hourly rate is scheduled for September 1997, corresponding to an increase ranging between 1.7 % and 2.8 %, depending on the job classification.

As for the jeans clothing sector, an increase of \$0.10 will be effective in December 1996 and another increase of \$0.10 will be paid in December 1997; each increase is equal to a raise in wages ranging between 1 % and 1.4 %. As for apprentices, the petition provides for the hourly rates at the different levels of the scale of promotion to vary, at the time of the coming into force of the Decree, between 1.3 % and 7.2 %; the second increase, ranging between 1.5 % and 2.5 %, will be paid in September 1997. Consultations will serve to clarify the impact of the proposed amendments.

Further information may be obtained by contacting Mr. Gilles Fleury, Direction des Décrets, Ministère du Travail, 200, chemin Sainte-Foy, 6<sup>e</sup> étage, Québec (Québec), G1R 5S1 (telephone: (418) 643-4415; fax: (418) 528-0559).

Any interested person having comments to make concerning this matter is asked to send them in writing, before the expiry of the 45-day period, to the Deputy Minister of Labour, 200, chemin Sainte-Foy, 6<sup>e</sup> étage, Québec (Québec), G1R 5S1.

JEAN-MARC BOILY,  
*Deputy minister of Labour*



## Decree to amend the Decree respecting the men's clothing industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2, s. 8)

**1.** The Decree respecting the men's clothing industry (R.R.Q., 1981, c. D-2, r. 27), amended by Orders in Council 907-82 dated 8 April 1982 (Suppl., p. 432), 966-83 dated 11 May 1983, 360-85 dated 21 February 1985, 880-85 dated 8 May 1985, 1874-85 dated 11 September 1985, 1124-87 dated 22 July 1987, 1436-88 dated 21 September 1988, 1576-90 dated 7 November 1990, 261-94 dated 16 February 1994, 932-94 dated 22 June 1994 and 1076-94 dated 12 July 1994, is further amended by substituting, in the first "WHEREAS", the following names for "The Montréal Joint Board, Amalgamated Clothing and Textile Workers Union" and "La Fédération nationale des travailleurs de l'industrie du Vêtement Inc.":

"Bureau conjoint de Montréal, Syndicat du vêtement, du textile et autres industries (FTQ-CTC)" and "La Fédération des syndicats du textile et du vêtement (CSD) Inc.".

**2.** Section 5.11 of the Decree is amended:

1° by substituting, in the second paragraph, the words "the number of standard hours scheduled for him for the week" for the words "the number of standard hours scheduled for him on the day";

2° by inserting the following, after the second paragraph:

"For the purpose of calculating overtime hours, the standard workweek for employees assigned to the embroidery, laundry or polymerization department is 40 hours.";

3° by substituting, in the third paragraph, the words "of leave to his employees, whose duration is equal to overtime hours worked, increased by 50 %. These days are taken on dates agreed upon by the employer and the employee, within the 12 months of the mutual agreement, to compensate any hours worked by the employee after his regular working hours scheduled for the week;" for the words "of leave to his employees, on the dates agreed upon within the 12 months of the mutual agreement, to compensate any hours worked outside regular working hours";

4° by inserting, in subparagraph 2 of the third paragraph, after the words "regular working hours", the words "scheduled for the week";

5° by inserting, in the fourth paragraph, after the words "regular working hours", the words "scheduled for the week".

**3.** Section 9.02.1 is amended by substituting the following for paragraph 1:

### "1. Part 1

#### Hourly minimum wage rates for operations performed in the manufacture of men's and boys' clothing

Classification of operations described in Part II of this Table

Class	As of (indicate here the enforcement date of this Decree)	As of 97 09 01
A	\$12.00	\$12.20
B	10.40	10.60
C	8.55	8.75
D	7.90	8.10
E	7.10	7.30 .".

**4.** Section 9.02.3 is amended by substituting the following for paragraph 1:

### "1. Part 1

#### Hourly minimum wage rates for operations performed in the manufacture of children's clothing

Class of operations described in Part II of this table

Class	As of (indicate here the enforcement date of this Decree)	As of 97 09 01
AY	\$10.72	\$10.92
BY	9.86	10.06
CY	8.70	8.90
DY	8.05	8.25
EY	7.25	7.45 .".

**5.** Section 9.02.4 is amended:

1° by substituting the following for paragraph 1:

**“1. Part 1****Hourly minimum wage rates for operations performed in the manufacture of jeans clothing**

Class of operations described in Part II of this table

Class	As of (indicate here the enforcement date of this Decree)	As of 96 12 02	As of 97 12 01
AJ	\$9.70	\$9.80	\$9.90
BJ	7.75	7.85	7.95
CJ	7.50	7.60	7.70
DJ	7.30	7.40	7.50
EJ	7.00	7.10	7.20.”;

2° by adding the following sentence at the end of class CJ in subparagraph (3) of paragraph 2:

“Sewing the bottom of jeans pants.”.

**6.** Section 9.03 is substituted by the following:**“9.03. Table of apprentice wages**

Scale of promotion	As of (indicate here the enforcement date of this Decree)	As of 97 09 01
first 4 months	minimum hourly wage	
from 5 <sup>th</sup> to 8 <sup>th</sup> month	\$ 6.70	\$ 6.80
from 9 <sup>th</sup> to 12 <sup>th</sup> month	6.95	7.10
from 13 <sup>th</sup> to 16 <sup>th</sup> month	7.35	7.50
from 17 <sup>th</sup> to 20 <sup>th</sup> month	7.90	8.10
from 21 <sup>st</sup> to 24 <sup>th</sup> month	8.55	8.75
from 25 <sup>th</sup> to 28 <sup>th</sup> month	9.60	9.80
from 29 <sup>th</sup> to 32 <sup>nd</sup> month	10.80	11.00
as of the 33 <sup>rd</sup> month	12.00	12.20”.

**7.** Sections 9.07 to 9.11 are revoked.**8.** Section 11.00 is amended:

1° by substituting the following title:

**“11.00. Transfer to a lower classification”;**

2° by revoking sections 11.01 and 11.02;

3° by substituting the designation “11.01” for the section designated “11.03”.

**9.** Section 16.03 is amended by substituting, in the subparagraph 3 of the first paragraph, the words “for a duration of more than 10 working days scheduled before or after the holiday” for the words “for a duration of more than 10 consecutive weeks”.

**10.** Section 17.04 is amended:

1° by inserting the following after the second paragraph:

“However, when an employer has concluded a collective labour agreement with an accredited union representing his employees, in which there are different provisions for the third week of annual vacation, he is not bound by the second paragraph”.

2° by substituting, in the third paragraph, the words “Despite the first paragraph” for the words “Despite the second paragraph”.

**11.** The following is substituted for section 21.01:

**“21.01.** The Decree remains in force until 30 November 1998. It is then automatically renewed from year to year thereafter, unless the group representing the employers or the union opposes it through a written notice sent to the Minister of labour and to any other group during the month of September 1998 or during the month of September of any subsequent year.”.

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

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## Index Statutory Instruments

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

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