

**12.** The annual report of the Order shall contain the conclusions of the Committee's report, if any, and of its opinions.

**13.** Notwithstanding the first paragraph of section 4, for the first committee set up after the coming into force of this Regulation, 1 of the members appointed by the Bureau and 1 of the members appointed by the Conférence shall be appointed for a term of 2 years.

**14.** This Regulation replaces the Regulation constituting a committee on training in town planning (R.R.Q., 1981, c. C-26, r. 194).

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

9689

## Draft Regulation

An Act respecting the Régie du logement  
(R.S.Q., c. R-8.1; 1995, c. 61)

Civil Code of Québec  
(1991, c. 64; 1995, c. 61)

### Mandatory lease forms

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

The purpose of the Draft Regulation is

(1) to prescribe the obligation for the lessor to use the lease forms of the Régie du logement and to prescribe the content of the forms 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;

(3) in Schedule 3, in the case of land intended for the installation of a mobile home;

(4) in Schedule 4, in the case of a dwelling not referred to in the preceding subparagraphs and rented out by a cooperative;

(5) in Schedule 5, in the case of any other dwelling;

(2) to prescribe the mandatory use of the form "Schedule to the lease — Services offered to elderly" where services other than those indicated in the lease are offered to a lessee who is an elderly person, where the dwelling is located in a private residence;

(3) to prescribe the obligation for the lessor to use the writing form of the Régie du logement in the case of an oral lease;

(4) to renew the present rules concerning the content of the notice to a new lessee;

(5) to fix the sale price for 2 copies of the lease form or 2 copies of the writing at \$1.99 plus taxes.

To date, study of the matters has revealed the following impact:

As regards the measure itself:

— it will make it possible to implement the Act to amend the Act respecting the Régie du logement and the Civil Code of Québec (1995, c. 61), passed on 7 December 1995 and assented to on the following 11 December;

— it will prescribe the use of the lease forms of the Régie du logement and, consequently, it will prevent a few businesses and landlord associations to edit and sell a lease form;

— it will clarify the leasing rules for all lessors and lessees and will provide everyone with the legal security required to establish a correct contractual relationship through the lease;

— it will ensure that the mandatory particulars are given to the lessee;

— it will discourage the insertion of illegal, abusive and unreasonable clauses in the lease;

— it will discourage practices designed to impose leasing conditions;

— it will clearly show what is negotiable and what is not because of legal prescriptions.

As regards the content of the forms:

— it will make give more importance to prevention, since the accurate description of the leased property and of the conditions will make it possible to avoid conflicts and legal disputes;

— it will make it possible to attest the undertakings given and facts (e.g. work to be carried out by the lessor,

whether the building by-laws have been given before entering into the lease, etc.);

— it will provide more information to the parties on the applicable law;

— it will promote the protection of personal information;

— it will help the lessee to give an enlighten consent where he authorizes the lessor to disclose information and will invite them to specify and limit the extent of the authorization;

— it will make it possible to clarify the sharing of responsibilities between co-tenants and towards the landlord;

— it will prevent the lease from being completed by various schedules pertaining to subjects usually covered, which would deprive the parties of information necessary for understanding the scope of the undertakings;

As regards the various types of leases:

— they will make it possible to inform all lessors and lessees properly on the legal rules applicable to the type of leased dwelling;

— they will make it possible to adapt the content of the lease to each situation as regards the negotiable items of the lease;

— the schedule for services to elderly will make it possible to complete the lease for a private dwelling and to oblige the parties to specify the services included in the rent and those that are not. In the case of excluded services, the schedule will make it possible to specify the services that the lessor undertakes to make available;

— that schedule will make it possible for both parties to avoid major disputes and inconvenience.

Further information may be obtained by contacting Ms. Carole McMurray, Régie du logement, 5199, rue Sherbrooke Est, 1<sup>er</sup> étage, bureau 2360, Pyramide Ouest (D), Montréal (Québec), H1T 3X1; tel. (514) 873-6575, fax: (514) 873-6805.

Any interested person having comments to make is asked to send them in writing, before the expiry of the 45-day period, to the Minister of Municipal Affairs, 20, rue Chauveau, secteur B, 3<sup>e</sup> étage, Québec (Québec), G1R 4J3.

RÉMY TRUDEL,  
*Minister of Municipal Affairs*

## 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 by a cooperative; or

(5) in Schedule 5, in the case of any other dwelling.

**2.** Where services other than those indicated in the lease form for a dwelling referred to in Schedules 4 and 5 are offered to a lessee who is an elderly person, 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 present the writing produced by the Régie du logement and appearing in Schedule 7.

**4.** A notice to a new lessee provided for in article 1896 of the Civil Code of Québec shall mention the services not included in the rent and the additional services included in the rent requested.

**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 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.

**7.** This Regulation comes into force on 1 July 1996.

**SCHEDULE 1**

**LEASE FORM OF THE RÉGIE DU LOGEMENT**

**LEASE**

**IN AN EDUCATIONAL INSTITUTION**

Number \_\_\_\_\_

**BETWEEN**

<p><b>the lessee, hereinafter referred to as the student:</b></p> <p>Name</p> <p>Permanent address</p> <p>Mailing address</p> <p>Telephone residence: _____ other: _____</p>	<p><b>and the lessor, hereinafter referred to as the educational institution or the institution:</b></p> <p>Name and address</p> <p>Telephone</p> <p>represented by _____ (name)</p> <p>_____ (position)</p> <p>duly authorized for that purpose.</p>
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**DESCRIPTION AND DESTINATION OF THE LEASED ROOM AND ACCESSORIES**

Identification of room

The room is leased for residential purposes only.

(It would be advisable for the parties to make a description of the **condition** of the premises at the time the room is delivered, by means of a schedule.)

Furniture is leased and included in the rent    yes     no     If yes:

**Common premises:**

- Stove
- Microwave oven
- Refrigerator
- Mini-refrigerator
- Kitchen table
- Armchairs   
(number \_\_\_\_\_)
- Chairs   
(number \_\_\_\_\_)
- Window shades or blinds
- Lamps   
(number \_\_\_\_\_)
- Living room table
- Other

**Room:**

- Bed table
- Lamps   
(number \_\_\_\_\_)
- Bed
- Mattress
- Chest of drawers
- Desk
- Window shades or blinds
- Other

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The student is entitled to bring in his own furniture    yes     no

Specifications:

**OTHER ACCESSORIES:**

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**TERM AND RENT**

The term of the lease is \_\_\_\_\_ months beginning on \_\_\_\_\_  
 day month year  
 and ending on \_\_\_\_\_ .  
 day month year

The rent is payable in equal and consecutive instalments of \$ \_\_\_\_\_  
 \_\_\_\_\_ per month  per week ,  
 for a total of \$ \_\_\_\_\_  
 \_\_\_\_\_ for the full term of the lease.

Payment will be made on the 1<sup>st</sup> day of the month  or of the week  or on \_\_\_\_\_ .

The rent is payable at the following location: \_\_\_\_\_  
 \_\_\_\_\_

by cheque  in cash  \_\_\_\_\_  
 Other method of payment

The educational institution may not demand postdated cheques. However, the student may give postdated cheques if he does so freely and without pressure.

Postdated cheques have been given: yes  no

The rent for the first month will be paid on \_\_\_\_\_ .  
 day month year

**SERVICES AND CONDITIONS**

There are by-laws for the immovable: yes  no

A copy of the by-laws was given to the student before entering into the lease: yes  no

on \_\_\_\_\_  
 Date Student's initials

**OTHER SERVICES AND CONDITIONS**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Continued on schedule yes  no

**RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED  
BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)**

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 \_\_\_\_\_  
Initials of the institution's representative

the room is located in an immovable whose use for residential purposes results from a recent change of destination that was made 5 years ago or less. The immovable became ready for habitation on \_\_\_\_/\_\_\_\_/\_\_\_\_ day month year \_\_\_\_\_  
Initials of the institution's representative

Therefore, if such restriction is denounced, 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 (art. 1945 2<sup>nd</sup> par. C.C.Q.).

But, where the educational institution does not mention such restriction in the lease, it may not set it up against the student.

However, the Court may rule on any other application concerning the lease.

**NOTICE TO A NEW STUDENT BY THE EDUCATIONAL INSTITUTION  
(ARTS. 1896 and 1950 C.C.Q.)**

The educational institution shall, at the time the lease is entered into, give the following notice to a new student:

I 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 \_\_\_\_\_.

I also notify you that the conditions of your lease are not the same.

Thus, the following services (e.g., telephone) have been

	<b>added</b>	<b>removed</b>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
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 (art. 1950 C.C.Q.).

### SCHEDULES

This lease is completed by schedules which are an integral part of the lease    yes     no

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### PERSONAL INFORMATION

The educational institution shall respect the prescriptions of the Act respecting Access to documents held by public bodies and the Protection of personal information (R.S.Q., c. A-2.1).

#### **Collection of personal information**

The educational institution may not collect information other than that necessary for the entering into of the lease for the purposes of verifying: the student's capacity to pay the rent requested, his prior payment habits, his prior behaviour as a tenant and whether he is registered as a full-time student with the educational institution. The institution may also collect the information necessary for executing the lease.

Prior to collecting personal information, the educational institution shall inform the student of

- how such information will be used;
- the categories of persons who will have access thereto;
- whether its request for information is mandatory or not;
- the consequences of a refusal to satisfy the request;
- the rights of access and correction provided for by law.

#### **Use of personal information by the educational institution**

The educational institution shall ensure the confidentiality of the information in its possession and shall see that it is up-to-date, accurate and complete at the time of its use.

The educational institution may not use the information for purposes other than those for which it was collected.

#### **Disclosure of personal information by the educational institution**

The educational institution may not disclose the personal information that it holds on a student without his consent. Such consent shall be enlightened, given freely and without pressure. However, the educational institution may disclose information without being authorized, in certain cases provided for in the Act.

#### **Confidentiality and disclosure of personal information**

The student and the educational institution acknowledge that the personal information provided is of a confidential nature.

The student acknowledges that the educational institution may verify at all times with the competent authorities that he is registered as a full-time student in the institution where the dwelling in question is located.

\_\_\_\_\_  
Initials of the institution's representative

\_\_\_\_\_  
Student's initials

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 (R.S.Q., c. P-39.1).

Further information may be obtained on this matter from the Commission d'accès à l'information.

## 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 2000 of the Civil Code of Québec, particularly articles 1979 to 1983.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental 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 for by law, and that a person's home is inviolable.

The parties shall also always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

## ENTERING INTO LEASE

### By-laws of the immovable (art. 1894 C.C.Q.)

1. 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 is bound to give the student a copy thereof **before** entering into the lease, so that they form part of the lease.

### Clauses of the lease

2. The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease (particular No. 3).

3. Article 1893 provides that clauses which are inconsistent with articles 1854 (2<sup>nd</sup> 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 waive his right to maintain occupancy (art. 1936 C.C.Q.) or 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 good habitable condition (art. 1910 C.C.Q.);
  - a clause providing for the total payment of the rent if the student fails to pay an instalment (art. 1905 C.C.Q.);
  - a clause limiting the right of the student to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).
4. 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 any obligation arising from it may be reduced (art. 1901 C.C.Q.).

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

5. 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.

#### **RIGHT TO MAINTAIN OCCUPANCY**

6. Every student has a personal right to maintain occupancy (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 person 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.). (see 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 a one-month notice before the expiry of the lease (see particular No. 43) (art. 1980 C.C.Q.).

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 person ceases to be a full-time student, the educational institution may resiliate the lease by giving one-month's notice.

However, the student may, within one 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 person ceases to be a full-time student, he may also resiliate the lease by giving one-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 clean condition, in good habitable condition and in a good state of repair in all respects (arts. 1854, 1910 and 1911 C.C.Q.).

16. A student may refuse to take possession of a room that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically resiliated (arts. 1913 and 1914 C.C.Q.).

### **PAYMENT OF RENT**

17. When entering into a lease, an educational institution may require payment of rent in advance for the first payment period. However, such advance payment may not exceed one month's rent. It may not demand any other amount of money from the student (e.g., deposit for the keys) (art. 1904 C.C.Q.).

18. The student shall pay his rent on the first day of each payment period, 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 one month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

20. 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 (arts. 1863 and 1971 C.C.Q.).

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

### **ENJOYMENT OF PREMISES**

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

22. Neither the educational institution nor any other 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 the room (art. 1902 C.C.Q.).

A student who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

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.).

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 or 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 students (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 OF ROOM AND REPAIRS**

### **Maintenance duty**

27. The educational institution is obligated to warrant the lessee 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 C.C.Q.).

28. The student shall keep the premises in good clean condition. The educational institution shall restore the room to clean condition after carrying out work in it (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 for any inconvenience he suffers.

In the case of urgent repairs, the educational institution may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the student may demand compensation (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 (art. 1868 C.C.Q.).

The educational institution may intervene to pursue the work (art. 1868 C.C.Q.).

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 (art. 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 one 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 dwelling 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 dwelling 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. The educational institution has the right

- to visit the leased premises to ascertain their condition;
- to carry out work in the premises;
- to show it to a prospective student or acquirer.

However, it shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

36. A student who, in accordance with the law, must vacate the premises or who exercises his right to resiliate his lease shall, from that moment, allow the educational institution to show the premises to prospective students.

In such case, the educational institution is not required to notify the student 24 hours in advance (art. 1930 C.C.Q.). However, it must have authorization to enter the premises.

37. Except in case of emergency, the educational institution shall give 24 hours' notice of its intention

- to ascertain the condition of the premises;
- to carry out work other than major work (see particular No. 34 for major work);
- to show the premises to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931 C.C.Q.).

38. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the student may require that a representative of the institution be present.

Except in case of emergency, the student may deny access to the leased premises if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

39. 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.).

#### **NOTICES** (art. 1898 C.C.Q.)

40. Every notice relating to the lease (e.g., notice concerning the right to maintain occupancy), given by the educational institution or by the student, shall be written and drawn up in the same language as the lease.

**Exception:** Only the notice by the educational institution for the purpose of having access to the room may be given orally (particular No. 37).

#### **RENEWAL AND MODIFICATION OF LEASE**

##### **Renewal of lease**

42. 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.). (see particulars Nos. 7 and 9)

43. A student who wishes to avail himself of the right to maintain occupancy shall give **one month's** notice of his intention to renew the lease before it expires.

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**

44. 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 between **10 and 20 days** before the lease expires (art. 1942 C.C.Q.).

45. 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 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., one 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.)

46. A student who has received a notice of modification of the lease has one month after receiving the notice to reply and notify the institution that he

— accepts the requested modification or modifications; or

— refuses the requested modification or modifications.

If the student fails to reply, he is deemed to accept the modifications requested by the educational institution. If the student refuses the modification, he is entitled to return to his room if the lease is renewed (see particulars Nos. 7, 9, 42 and 43). However, the Régie du logement may be requested to set the conditions of renewal (see particular No. 47).

**Exception:** In the cases provided for under the heading “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”, a student who refuses the requested modification shall vacate the room permanently upon termination of the lease.

**Fixing of conditions of lease by the Régie du logement (art. 1947 C.C.Q.)**

47. 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**

48. A student leasing a room in an educational institution **is not entitled to sublease his room or to assign his lease** (art. 1981 C.C.Q.).

**SURRENDER OF ROOM UPON TERMINATION OF THE LEASE**

49. The student shall leave his room upon termination of the lease; no grace period is provided for by law.

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

50. 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.).

<b>SIGNATURES</b>		
Signed at: _____ City                      Date	_____	Educational institution's representative
Signed at: _____ City                      Date	_____	Student
Other signatories - indicate the name, address, <b>title or quality</b> of the signatory (surety, witness, etc.).		
_____		
Name, address, quality		
Signed at: _____ City                      Date	_____	Signature
_____		
Name, address, quality		
Signed at: _____ City                      Date	_____	Signature

**COPY OF LEASE TO STUDENT**

The educational institution shall give a copy of the lease to the student **within 10 days** after entering into it.

Lease given on \_\_\_\_/\_\_\_\_/\_\_\_\_  
                  day   month   year

\_\_\_\_\_  
Signature of educational institution's representative

\_\_\_\_\_  
Signature of student

**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 it.

The Régie du logement has jurisdiction over any application pertaining to a lease for a room rented out by an educational institution. (In certain cases, the amount in dispute must be less than \$30 000.)





**TERM AND RENT**

**DURATION**

The lease has a term of \_\_\_\_\_ months.

It begins on \_\_\_\_\_  
 day month year

It ends on \_\_\_\_\_  
 day month year

**RENT**

The lessee undertakes to pay the rent to the landlord in equal and consecutive instalments of \$\_\_\_\_\_ on the first day of each month.

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

The rent will be payable at \_\_\_\_\_  
 (payment location)  
 \_\_\_\_\_ and in the following manner:  
 \_\_\_\_\_

The landlord may not demand postdated cheques. However, the lessee may give postdated cheques if he does so freely and without pressure.

Postdated cheques are given: yes  no

**ACCESSORIES, DEPENDENCIES, SERVICES AND CONDITIONS**

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  on \_\_\_\_\_

Date \_\_\_\_\_

Initials of all lessees \_\_\_\_\_

ACCESSORIES, DEPENDENCIES, SERVICES AND CONDITIONS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Continued on schedule yes  no

**CO-LESSEES' LIABILITY**

If the dwelling is rented out to more than one person, the lessees are

jointly liable for the obligations arising out of the lease, each of them being responsible for his own share only as established in the Schedule "Detailed calculation of rent".

**or**

solidarily liable for the obligations arising out of the lease (each lessee may be held liable for all the obligations).

**SCHEDULES**

This lease is completed by the following schedules: \_\_\_\_\_  
 \_\_\_\_\_ which are an integral parts of the lease.

## PERSONAL INFORMATION

The landlord shall respect the prescriptions of the Act respecting Access to documents held by public bodies and the Protection of personal information (R.S.Q., c. A-2.1).

### Collection of personal information

The landlord may collect only the information necessary for assessing the eligibility of each of the lessees, for allocating a dwelling in low-rental housing and for determining the rent and the information necessary for the performance of the lease.

Prior to collecting personal information, the landlord shall inform each of the lessees of

- how such information will be used;
- the categories of persons who will have access thereto;
- whether his request for information is mandatory or not;
- the consequences of a refusal to satisfy the request;
- the rights of access and correction provided for by law.

### Use of personal information by the landlord

The landlord shall ensure the confidentiality of the information in his possession and shall see that it is up-to-date, accurate and complete at the time of its use.

The landlord may not use the information for purposes other than those for which it was collected.

### Disclosure of personal information by the landlord

The landlord may not disclose the personal information that he holds on the lessee or any other person in the household without their consent. Such consent shall be enlightened, given freely and without pressure. However, the landlord may disclose information without being authorized, in certain cases provided for in the Act.

### Confidentiality and disclosure of personal information

The lessee and the lessor acknowledge that the personal information provided is of a confidential nature.

The lessee acknowledges that the personal information will be used by the lessor and the Société d'habitation du Québec (if the latter is not the lessor under this lease).

\_\_\_\_\_  
Landlord's initials

\_\_\_\_\_  
Initials of each of the lessees

If the landlord is not a public body, he shall comply with the prescriptions of the Act respecting the protection of personal information in the private sector (R.S.Q., c. P-39.1).

Further information may be obtained on this matter from the Commission d'accès à l'information.

## PARTICULARS

### General information

These particulars describe most of the rights and obligations of lessees and landlords of dwellings in low-rental housing. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the Civil Code of Québec, particularly articles 1984 to 1995.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental 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 for by law, and that a person's home is inviolable.

The parties shall also always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

## ENTERING INTO LEASE

### By-laws of the immovable (art. 1894 C.C.Q.)

1. 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 dwelling and of the common premises.

If there are such by-laws, the landlord is bound to give the lessee a copy thereof **before** entering into the lease, so that they form part of the lease.

### 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 in the Act respecting the Société d'habitation du Québec and the regulations thereunder by means of a clause in the lease (particular No. 3).

3. Article 1893 provides that clauses 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, 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 nor release themselves 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 (except in the cases provided for by law, see particular No. 14) (art. 1906 C.C.Q.);
  - a clause whereby a lessee acknowledges that the room is in good habitable condition (art. 1910 C.C.Q.);
  - a clause providing for the total payment of the rent if the 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 apply to the Court to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or any obligation arising from it may be reduced (art. 1901 C.C.Q.).

**Language of the lease and of the by-laws of the immovable** (art. 1897 C.C.Q.)

5. 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.

**RIGHT TO MAINTAIN OCCUPANCY**

6. The lessee has a personal right to maintain occupancy (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 nonperformance of his obligations (arts. 1863, 1971 and 1973 C.C.Q.).

7. Cessation of cohabitation or the death of a co-lessee does not affect the right to maintain occupancy of the other co-lessees.

The right to maintain occupancy may also be extended to certain persons where cohabitation 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 entitled to renewal of the lease if they no longer meet the conditions of allocation prescribed in the by-laws. The landlord is then authorized to resiliate the lease by giving 3 months' notice before termination of the lease. Such notice of resiliation may be contested before the Régie du logement within 1 month following receipt thereof (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 Court for the 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 (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.).

## **DELIVERY OF DWELLING AT BEGINNING OF LEASE**

11. The landlord shall, on the date scheduled for delivering the dwelling, deliver it in clean condition, in good habitable condition and in a good state of repair in all respects (arts. 1854, 1910 and 1911 C.C.Q.).

12. The lessee may refuse to take possession of a dwelling that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically resiliated (arts. 1913 and 1914 C.C.Q.).

## **THE RENT**

### **Fixing of rent**

13. If the rent is not fixed in accordance with the by-laws of the Société d'habitation du Québec respecting leasing conditions, the lessee may, within the following 2 months, apply to the Régie du logement for review of the rent (art. 1992 C.C.Q.) (particular No. 48).

### **Reduction of lease during term**

14. During the term of the lease, the landlord shall, upon request from a lessee who has suffered a reduction of income or a change in the composition of his household, reduce the 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 (art. 1994 C.C.Q.).

If the lessee's income returns to or become greater than what it was, the former rent is re-established; the lessee may contest the re-establishment of the rent within 1 month after it is re-established (art. 1994 C.C.Q.).

### **Payment of rent**

15. When entering into a lease, a landlord may require payment of rent in advance for the first month of the lease. He may not demand any amount of money other than the rent (e.g., deposit for the keys) (art. 1904 C.C.Q.).

16. The prime obligation of the lessee is to pay the rent agreed upon. Unless otherwise agreed, the rent is payable in advance on the first day of each month. The lessee is entitled to a receipt for such payment (arts. 1568, 1855 and 1903 C.C.Q.).

17. The rent is payable in equal instalments not exceeding 1 month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

18. Unless otherwise agreed, the rent is payable at the domicile of the lessee (art. 1566 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 informed the landlord of his or her unwillingness to be bound by the lease, prior to the entering into of the lease (art. 397 C.C.Q.).

20. Non-payment of the 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 injury as a result (arts. 1863 and 1971 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 C.C.Q.).

22. Neither the landlord nor any other 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 (art. 1902 C.C.Q.).

A lessee who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

23. 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.).

24. 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 or which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

25. 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.).

26. 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.).

In case of violation of that obligation, the landlord may apply to the Régie du logement for rescission of the lease where he proves that the violation causes serious injury to him (arts. 1860 and 1863 C.C.Q.).

27. 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

### Maintenance duty

28. The landlord is obligated to warrant the lessee 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 C.C.Q.).

29. The lessee shall keep the premises in good clean condition. The landlord shall restore the room to clean condition after carrying out work in it (art. 1911 C.C.Q.).

30. 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.).

31. 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.).

32. 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 (arts. 1915 and 1916 C.C.Q.) (particular No. 12).

### Urgent and necessary repairs

33. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourse for any inconvenience he suffers.

In the case of urgent repairs, the landlord may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the lessee may demand compensation (art. 1865 C.C.Q.).

34. 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 dwelling. 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 (art. 1868 C.C.Q.).

The landlord may intervene to pursue the work (art. 1868 C.C.Q.).

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. The lessee may withhold from his rent an amount for reasonable expenses incurred (art. 1869 C.C.Q.).

#### **Major non-urgent work** (arts. 1922 to 1929 C.C.Q.)

35. 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 one 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

36. The landlord has the right

- to visit the dwelling to ascertain its condition;
- to carry out work in the dwelling;
- to show it to a prospective lessee or acquirer.

However, he shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

37. A lessee who, in accordance with the law, gives notice to his landlord of his intention to leave the dwelling shall, from that moment, allow the landlord to post "For rent" signs and to show the dwelling to prospective lessees. In such case, the landlord is not required to notify the lessee 24 hours in advance (art. 1930 C.C.Q.). However, he must have the lessee's authorization to enter the dwelling.

38. Except in case of emergency, the landlord shall give 24 hours' notice of his intention

- to ascertain the condition of the dwelling;
- to carry out work other than major work (see particular No. 35 for major work);
- to show the dwelling to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931 C.C.Q.).

39. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the lessee may require that the landlord or his representative be present.

Except in case of emergency, the lessee may deny access to his dwelling if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

40. No lock or other device restricting access to the 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 (e.g., notice of a modification to increase the rent), given by the landlord or by the lessee, 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 given by the landlord for the purpose of having access to the dwelling may be given orally (particular No. 38).

43. Where a notice does not meet the requirements concerning the written form, the address or the language, it is valid 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.

However, a lease with a term longer than 1 year is renewed for 12 months only.

The landlord may not prevent that lease from being renewed, except in certain cases (see particular No. 7).

However, the landlord 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 the new term of the lease, if he wishes to change its duration;
- of any other requested modification (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 period granted to the lessee to contest the requested modification (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 the income. Such information shall be provided within 1 month of the landlord's request. (By-laws of the Société d'habitation du Québec respecting leasing 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 that modification (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 fixing of the rent, apply to the Régie du logement for review of the rent (arts. 1956 and 1992 C.C.Q.) (particular No. 13).

### Agreement on modifications

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 a writing evidencing the modifications to the initial lease to the lessee before the beginning of the renewal (art. 1895 C.C.Q.).

### RESILIATION OF LEASE BY 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** (art. 1995 C.C.Q.).

### 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 (art. 1995 C.C.Q.).

### 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.

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 latter may apply to the Régie du logement to contest the landlord's decision within 1 month after receiving notice of 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 review of the decision within 1 month after receiving the landlord's notice (art. 1990 C.C.Q.).

### SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

54. The lessee shall leave his dwelling upon termination of the lease; no grace period is provided for by law.

When leaving his dwelling, the lessee shall remove any furniture or object other than those belonging to the landlord (art. 1890 C.C.Q.).

55. 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.).

56. 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 property, the landlord may

- retain them by paying the value; 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 its original condition, the landlord may retain them without compensation (art. 1891 C.C.Q.).





**DESCRIPTION AND DESTINATION OF LEASED LAND,  
ACCESSORIES AND DEPENDENCIES**

No. \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ Postal Code \_\_\_\_\_

The land is leased for residential purposes only Yes  No

If not, for mixed purposes: housing and \_\_\_\_\_  
Specify other purpose \_\_\_\_\_

but no more than one third of the total area will be used for that second purpose.

(It would be advisable for the parties to make a description of the **condition** of the premises at the time the land is delivered, by means of a schedule.)

Shed/storage space yes  no

OTHER ACCESSORIES OR DEPENDENCIES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Continued on schedule yes  no

**TERM AND RENT**

The term of the lease is \_\_\_\_\_ months beginning on \_\_\_\_\_  
day month year  
and ending on \_\_\_\_\_  
day month year  
(usually the last day of a month).

The rent is payable in equal and consecutive instalments of \$ \_\_\_\_\_  
per month  per week,   
for a total of \$ \_\_\_\_\_  
for the full term of the lease.

Payment will be made on the 1<sup>st</sup> day of the month  or of the week  or on \_\_\_\_\_.

The rent is payable at the following location \_\_\_\_\_  
Specify if by mail  
in the following manner: by cheque  in cash  \_\_\_\_\_  
Other method of payment \_\_\_\_\_

The landlord may not demand postdated cheques. However, the lessee may give postdated cheques if he does so freely and without pressure.

Postdated cheques have been given: yes  no

The rent for the first month will be paid on \_\_\_\_\_  
day month year

### SERVICES AND CONDITIONS

There are by-laws for the mobile home park: yes  no

A copy of the by-laws was given to the lessee before entering into the lease:

yes  no  on \_\_\_\_\_  
Date

\_\_\_\_\_  
Initials of each lessee

The following taxes will be borne by:

	<b>Landlord</b>	<b>Lessee</b>
. Water tax	<input type="checkbox"/>	<input type="checkbox"/>
. Solid waste collection tax	<input type="checkbox"/>	<input type="checkbox"/>
The lessee is authorized to keep animals:	yes <input type="checkbox"/>	no <input type="checkbox"/>

Specifications or limitations, if any: \_\_\_\_\_

#### WORK BEFORE BEGINNING OF LEASE

Where applicable, mention the work to be carried out by the landlord before delivery of the land: \_\_\_\_\_

\_\_\_\_\_

#### OTHER SERVICES AND CONDITIONS

\_\_\_\_\_

\_\_\_\_\_

Continued on schedule yes  no

**RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE  
MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)**

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 was developed for residential purposes 5 years ago or less, i.e., on

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
day month year

\_\_\_\_\_  
Landlord's initials

- the use of the land for residential purposes results from a recent change of destination that was made 5 years ago or less (e.g., commercial land converted into residential land).

Date of the change of destination: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
day month year

\_\_\_\_\_  
Landlord's initials

Therefore, if such restriction is denounced, 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 (art. 1945 2nd par. C.C.Q.).

But, where the landlord does not mention such restriction in the lease, he may not set it up against the lessee.

However, the Court may rule on any other application concerning the lease.

**CO-LESSEES' LIABILITY**

If the land is rented out to more than one person, the lessees are

- jointly liable for the obligations arising out of the lease, each of them being responsible for his own share only, as established below:

equal shares  otherwise \_\_\_\_\_

\_\_\_\_\_  
Initials of each lessee

**or**

- solidarily liable for the obligations arising out of the lease (each of the lessees may be held liable for all the obligations)

\_\_\_\_\_  
Initials of each lessee

**NOTICE TO A NEW LESSEE OR SUBLESSEE BY LANDLORD  
(ARTS. 1896 and 1950 C.C.Q.)**

The landlord or sublessor of land shall, at the time the lease is entered into, give the following notice to a new lessee or sublessee:

I 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 \_\_\_\_\_

I also notify you that the conditions of your lease are not the same.

Thus, the following services (e.g., swimming pool) have been

	<b>added</b>	<b>removed</b>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Signature of 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 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 (art. 1950 C.C.Q.).

**SCHEDULES**

This lease is completed by schedules which are an integral part of the lease    yes     no   
which are:

\_\_\_\_\_



### PERSONAL INFORMATION

The landlord shall respect the prescriptions of the Act respecting the protection of personal information in the private sector (R.S.Q., c. P-39.1).

#### Collection of necessary personal information

The landlord may not collect information other than that **necessary** for the entering into of the lease for the purposes of verifying: the prospective lessee's capacity to pay the rent requested, his prior payment habits and his prior behaviour as a tenant.

The landlord may also request the information necessary for the performance of the contract.

Such information shall be collected from each of the lessees concerned, unless they expressly agree to the landlord collecting it from other persons.

#### Use of personal information by the landlord

The landlord shall ensure the confidentiality of the personal information in its possession and shall see that it is up-to-date, accurate and complete at the time of its use.

The landlord may not use the information for purposes other than those for which it was collected without the consent of the person concerned.

### DISCLOSURE OF PERSONAL INFORMATION BY LANDLORD

The landlord may not disclose the personal information that he holds on a lessee without his express consent. Such consent shall be given freely by the tenant and without pressure. It shall be enlightened and given for specific purposes. It is valid only for the time required to accomplish the purposes for which it was requested. However, the landlord may disclose information without being authorized, in certain cases provided for in the Act.

#### Lessee's consent to disclosure of information for certain purposes

The lessee freely consents to the landlord disclosing the information in this lease, **but only to the following persons and for the following purposes:**

- to a prospective lender where negotiations are being conducted for financing the immovable or to ensure protection of the creditor's securities for the term of the loan
- to a prospective acquirer of the immovable in which the leased dwelling is located
- to an insurance company in order to insure the immovable
- to a manager to whom the management of the immovable could be entrusted

yes  no

\_\_\_\_\_   
 Initials of each lessee

#### Landlord's undertaking

The landlord undertakes to disclose the information only to the persons and for the purposes that are mentioned above.

\_\_\_\_\_   
 Landlord's initials

Further information may be obtained on this matter from the Commission d'accès à l'information.

## 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, particularly articles 1996 to 2000.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental 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 for by law, and that a person's home is inviolable.

The parties shall also always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

## ENTERING INTO LEASE

### By-laws of the mobile home park (art. 1894 C.C.Q.)

1. The by-laws set out the rules to be observed in the mobile home park. They pertain to the enjoyment, use and maintenance of the land and of the common premises.

If there are such by-laws, the landlord is bound to give the lessee a copy thereof **before** entering into the lease, so that they form part of the lease.

### 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).

3. Article 1893 provides that clauses 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, 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.);
- or 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 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 a lessee acknowledges that the land complies with the development standards (arts. 1893 and 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 apply to the Court to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or any obligation arising from it may be reduced (art. 1901 C.C.Q.).

**Language of the lease and of the by-laws of the mobile home park** (art. 1897 C.C.Q.)

5. The lease and the by-laws of the land shall be drawn up in French. However, the landlord and the lessee may agree to use another language.

**RIGHT TO MAINTAIN OCCUPANCY**

6. A lessee, excluding a sublessee, has a personal right to maintain occupancy on his land (art. 1936 C.C.Q.). He may be evicted from it only in the cases provided for by law, including
- repossession of the land (art. 1957 C.C.Q.), see particular No. 48;
  - 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.).
7. The right to maintain occupancy may also be extended to certain persons where cohabitation with the lessee ceases or where the latter 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.) (See “Notice to a new lessee or sublessee by landlord”).

**Change of landlord**

8. A new owner of the mobile home park is bound to respect the lease of the lessee (art. 1937 C.C.Q.).
9. 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.).

### **DELIVERY OF LAND AT BEGINNING OF LEASE**

10. The landlord shall, on the date scheduled for delivering the land, deliver it in clean condition and in a good state of repair in all respects (arts. 1854 and 1911 C.C.Q.).

11. The landlord of the land is obligated to deliver and maintain it in accordance with the development standards prescribed by law. Those obligations also form part of the lease (art. 1996 C.C.Q.).

12. A lessee may refuse to take possession of land that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically resiliated (arts. 1913 and 1914 C.C.Q.).

### **PAYMENT OF RENT**

13. When entering into a lease, a landlord may require payment of rent in advance for the first payment period (month or week). However, such advance payment may not exceed one month's rent. He may not demand any other amount of money from the lessee (e.g., deposit for the keys) (art. 1904 C.C.Q.).

14. The lessee 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.).

15. The rent is payable in equal instalments not exceeding 1 month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

16. Unless otherwise agreed, the rent is payable at the domicile of the lessee (art. 1566 C.C.Q.).

17. 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 informed the landlord of his or her unwillingness to be bound by the lease, prior to the entering into of the lease (art. 397 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. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the resiliation of the lease (arts. 1863 and 1971 C.C.Q.).

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

### **ENJOYMENT OF PREMISES**

19. The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 C.C.Q.).

20. Neither the landlord nor any other 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 land (art. 1902 C.C.Q.).

A lessee who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

21. 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.).

22. 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 or which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

23. 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.).

24. 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 LAND AND REPAIRS

### Maintenance duty

25. 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 it for that purpose throughout the term of the lease (art. 1854 C.C.Q.).

26. The lessee shall keep the land in good clean condition. The landlord shall restore the land to clean condition after carrying out work on it (art. 1911 C.C.Q.).

27. 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.).

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

29. 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

30. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourses for any inconvenience he suffers.

In the case of urgent repairs, the landlord may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the lessee may demand compensation (art. 1865 C.C.Q.).

31. 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 (art. 1868 C.C.Q.).

The landlord may intervene to pursue the work (art. 1868 C.C.Q.).

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 (art. 1869 C.C.Q.).

### Major non-urgent work (arts. 1922 to 1929 C.C.Q.)

32. 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 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

33. The landlord has the right

- to visit the land to ascertain its condition;
- to carry out work on the land;
- to show it to a prospective lessee or acquirer.

However, he shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

34. A lessee who, in accordance with the law, gives notice to his landlord of his intention to vacate the land shall, from that moment, allow the landlord to post "For rent" signs and to show the land to prospective lessees.

In such case, the landlord is not required to notify the lessee 24 hours in advance (art. 1930 C.C.Q.). However, he shall obtain the lessee's authorization in order to have access to the land.

35. Except in case of emergency, the landlord shall give 24 hours' notice of his intention

- to ascertain the condition of the land;
- to carry out work other than major work (see particular No. 32 for major work);
- to show the land to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931 C.C.Q.).

36. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the lessee may require that the landlord or his representative be present.

Except in case of emergency, the lessee may deny access to the land if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

37. 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.).

**NOTICES** (art. 1898 C.C.Q.)

38. Every notice relating to the lease (e.g., notice of a modification to increase the rent), given by the landlord or by the lessee, 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. 35).

39. Where a notice does not meet the requirements concerning the written form, the address or the language, it is valid 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.)

40. 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 1 year is renewed for 12 months only.

The landlord may not prevent the lease from being renewed, except in certain cases (particular No. 6). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 42 and 43).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particular No. 41).

**Non-renewal of lease** (arts. 1942, 1944 and 1946 C.C.Q.)

41. A lessee who wishes to leave the land upon termination of his lease with a fixed term or to terminate his lease with an indeterminate term shall give notice to his landlord or reply to the landlord's notice within the time periods indicated in **Table A**.

**TABLE A****NON-RENEWAL OF LEASE:  
PERIODS FOR LESSEE'S 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 who has received a notice of modification of the lease</b>
<b>LEASE OF 1 YEAR OR MORE</b>	Between 3 and 6 months before term	Within 1 month following receipt of 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	

### Modification of lease

42. 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 a notice of modification to the lessee within the time periods indicated in **Table B** (art. 1942 C.C.Q.).

43. 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 it wishes to increase the rent. However, where an application for the fixing 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., one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

#### Reply to the notice of modification (art. 1945 C.C.Q.)

44. A lessee who has received a notice of modification of the lease has 1 month after receiving the notice 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 stay on his land since his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 45).

**Exception:** In the cases provided for under the heading “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”, a lessee who refuses the requested modification shall vacate the land upon termination of the lease.

#### Fixing of conditions of lease by the Régie du logement

(arts. 1941 and 1947 C.C.Q.)

45. 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. If the landlord does not file such application, the lease is renewed on the same conditions, except for the term, which may not be longer than 12 months.



## TABLE B

**STEPS TO MODIFY THE LEASE  
AND PERIODS TO GIVE NOTICE (arts. 1942 and 1945 C.C.Q.)**

	<b>1<sup>st</sup> step: NOTICE BY LANDLORD</b>	<b>2<sup>nd</sup> step: LESSEE'S REPLY</b>	<b>3<sup>rd</sup> step: APPLICATION TO RÉGIE DU LOGEMENT BY LANDLORD</b>
<b>LEASE OF 1 YEAR OR MORE</b>	Between 3 and 6 months before term	Within 1 month following receipt of the notice of modification. In the absence of a reply, the lessee is deemed to have accepted the modifications.	Within 1 month following receipt of 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		

**Agreement on modifications (art. 1895 C.C.Q.)**

46. Where the landlord and the tenant 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.)**

47. Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord may contest the abusive 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 of adjustment stipulated in the lease.

**REPOSSESSION OF LAND (arts. 1957 to 1970 C.C.Q.)**

48. Where the lessor of the land is the owner, he may evict the lessee in order to live on it or to allow one of the beneficiaries provided for by law to live on it, by giving a notice containing the following:

- the name of the beneficiary;
- the degree of relationship or the bond between the beneficiary and the landlord, where applicable;
- the date fixed for the repossession.

<b>Steps for repossessing the land and periods to give notice</b>			
	<b>1<sup>st</sup> step: LANDLORD'S NOTICE</b>	<b>2<sup>nd</sup> step: LESSEE'S REPLY</b>	<b>3<sup>rd</sup> step: APPLICATION TO 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 does not reply, he is deemed to have refused to vacate the land.</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		

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.

If the immovable 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 land).

A legal person (company) may not avail itself of the right to repossess the land.

### ASSIGNMENT AND SUBLEASING

49. 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 all his obligations towards the landlord (art. 1873 C.C.Q.).

A lessee who rents his land or a part thereof commits himself as a sublessor towards the sublessee, but he is not released from his obligations towards the landlord (art. 1870 C.C.Q.).

50. The lessee is entitled to assign his lease or to sublease his land 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.).

51. 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.).

52. 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.).

53. Allowing for exceptions, the sublessee shall vacate the land upon termination of his lease (art. 1940 C.C.Q.).

**NOTICE OF RESILIATION OF LEASE BY LESSEE** (art. 1974 C.C.Q.)

54. A lessee may resiliate his lease if

- he is allocated a dwelling in low-rental housing;
- 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 for less than 12 months.

**SURRENDER OF LAND UPON TERMINATION OF THE LEASE**

55. 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.).

56. 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.).

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 land, the landlord may

- retain them by paying the value; 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 its original condition, the landlord may retain them without compensation (art. 1891 C.C.Q.).

**MOBILE HOME SITUATED ON LAND**

58. The lessor of the land may not

- require that he himself move the mobile home of the lessee;
- limit the right of the lessee to replace his mobile home by another one of his choice;
- limit the right of the lessee to alienate or lease his mobile home;
- require that he himself act as the mandatary or that he select the mandatary of the lessee for the alienation or lease of the mobile home;

— require from the lessee an amount of money by reason of the alienation or lease of the mobile home, unless he acts as the mandatary of the lessee (arts. 1997, 1998 and 1999 C.C.Q.).

59. A lessee of land who alienates his mobile home shall notify the landlord immediately (art. 1998 C.C.Q.).

60. The acquirer of the mobile home becomes the lessee of the land, unless he notifies the landlord of his intention to vacate the land within 1 month after the acquisition (art. 2000 C.C.Q.).

<b>SIGNATURES</b>		
Signed at: _____ City	_____ Date	_____ Landlord (or his mandatary)
Signed at: _____ City	_____ Date	_____ Lessee
Signed at: _____ City	_____ Date	_____ Lessee
Other signatories - indicate the name, address, <b>title or quality</b> of the signatory (co-lessee, surety, witness, etc.).		
_____ Name, address, quality		
Signed at: _____ City	_____ Date	_____ Signature
_____ Name, address, quality		
Signed at: _____ City	_____ Date	_____ Signature

<b>COPY OF LEASE TO LESSEE</b>	
The landlord shall give a copy of the lease to the lessee <b>within 10 days</b> after entering into it.	
Lease given on ____ / ____ / ____ day month year	
_____ Signature of landlord	_____ Signature of each lessee

**NOTICE OF FAMILY RESIDENCE**

I declare that I am married to \_\_\_\_\_ . I notify you that the  
Full name of spouse  
land covered by the lease will be used as the family residence.

\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of lessee or spouse

(Notice in compliance with article 403 of the Civil Code of Québec)

**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 it.

The Régie du logement has jurisdiction over any application pertaining to a lease for land. (In certain cases, the amount in dispute must be less than \$30 000.)

**SCHEDULE 4****LEASE FORM OF THE RÉGIE DU LOGEMENT****LEASE****IN A COOPERATIVE**

Number \_\_\_\_\_

**BETWEEN**

<p><b>the lessee</b></p> <hr/> <p>Name</p> <hr/> <p>No.                      Street                      Apt.</p> <hr/> <p>City    Postal Code</p> <p>Telephone residence:    other:</p> <p>Member of the Cooperative:    yes <input type="checkbox"/>    no <input type="checkbox"/></p> <hr/> <p><b>the lessee</b></p> <hr/> <p>Name</p> <hr/> <p>No.                      Street                      Apt.</p> <hr/> <p>City    Postal Code</p> <p>Telephone residence:    other:</p> <p>Member of the Cooperative:    yes <input type="checkbox"/>    no <input type="checkbox"/></p>	<p><b>and the lessor, hereinafter referred to as the cooperative:</b></p> <hr/> <p>Name of the cooperative</p> <hr/> <p>No.                      Street                      Apt.</p> <hr/> <p>City    Postal Code</p> <p>Telephone:</p> <p>Telephone janitor:</p> <p>Represented by _____</p> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;">Position</p> <p>duly mandated for that purpose.</p>
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— The term “lessee” includes all the lessees if there are more than one.

**DESCRIPTION AND DESTINATION OF LEASED DWELLING,  
OF ACCESSORIES AND DEPENDENCIES**

No.	Street	Apt.
City	Postal Code	
Number of rooms: _____		Number of bedrooms: _____
<p>(It would be advisable for the parties to make a description of the <b>condition</b> of the premises at the time the dwelling is delivered, by means of a schedule.)</p>		
Outdoors parking	yes <input type="checkbox"/> no <input type="checkbox"/>	Number of places _____
Indoors parking	yes <input type="checkbox"/> no <input type="checkbox"/>	Number of places _____
Shed/storage place	yes <input type="checkbox"/> no <input type="checkbox"/>	_____
Specifications		
Others _____		
Continued on schedule    yes <input type="checkbox"/> no <input type="checkbox"/>		

**TERM AND RENT**

The lease has a term of \_\_\_\_\_ months beginning on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year  
and ending on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year  
(usually the last day of a month).

The rent is payable in equal and consecutive instalments of \$ \_\_\_\_\_ per month  per week   
for a total amount of \$ \_\_\_\_\_ for the full term of the lease.

Payment will be made on the first day of the month  of the week  or on \_\_\_\_\_ .

The rent will be payable at the following location \_\_\_\_\_  
Specify if by mail

in the following manner:    by cheque     in cash     \_\_\_\_\_  
Other method of payment

The cooperative may not demand postdated cheques. However, the lessee may give postdated cheques if he does so freely and without pressure.

Postdated cheques are given:    yes     no

The rent for the first month will be paid on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year .





**RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED  
BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)**

The lessee and the cooperative may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease because

The dwelling is rented out by a housing cooperative to one of its members.

\_\_\_\_\_  
Initials of the cooperative's representative

The dwelling is located in an immovable erected 5 years ago or less. The immovable became ready for habitation on \_\_\_\_/\_\_\_\_/\_\_\_\_.  
day month year

\_\_\_\_\_  
Initials of the cooperative's representative

The dwelling is located in an immovable whose use for residential purposes results from a recent 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

\_\_\_\_\_  
Initials of the cooperative's representative

Therefore, if such restriction is denounced, 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 (art. 1945 2nd par. C.C.Q.).

But, where the cooperative does not mention such restriction in the lease, it may not set it up against the lessee.

However, the Court may rule on any other application concerning the lease.

**CO-LESSEES' LIABILITY**

If the dwelling is rented out to more than one person, the lessees are

jointly liable for the obligations arising out of the lease, each of them being responsible for his own share only, as established below:

equal shares  otherwise \_\_\_\_\_ Initials of each lessee \_\_\_\_\_

**or**

solidarily liable for the obligations arising out of the lease (each lessee may be held liable for all the obligations).

Initials of each lessee \_\_\_\_\_

**NOTICE TO A NEW LESSEE OR SUBLESSEE  
(ARTS. 1896 and 1950 C.C.Q.)**

The cooperative or sublessor shall, at the time the lease is entered into, give the following notice to a new lessee or sublessee:

I 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 \_\_\_\_\_

I also notify you that the conditions of your lease are not the same.

Thus, the following services (e.g., parking, heating, hot water) have been

	<b>added</b>	<b>removed</b>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Signature of the cooperative's or sublessor's representative

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 cooperative 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 (art. 1950 C.C.Q.).

**However, the lessee may not pursue such remedy in the circumstances provided for under the heading "Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement"; in those cases, the Cooperative is not required to give such notice.**

**SCHEDULES**

This lease is completed by schedules which are an integral part of the lease    yes     no   
which are:

\_\_\_\_\_



## PARTICULARS

### General information

These particulars describe most of the rights and obligations of housing cooperatives and lessees under a lease. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the Civil Code of Québec.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental 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 for by law, and that a person's home is inviolable.

The parties shall also always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

## ENTERING INTO LEASE

### By-laws of the immovable (art. 1894 C.C.Q.)

1. 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 dwelling and of the common premises.

If there are such by-laws, the cooperative is bound to give the lessee a copy thereof **before** entering into the lease, so that they form part of the lease.

### 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).

3. Article 1893 provides that clauses 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, 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.);
- or 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 a lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);
  - a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
  - a clause limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).
4. The lessee may apply to the Court to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or any obligation arising from it may be reduced (art. 1901 C.C.Q.).

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

(art. 1897 C.C.Q.)

5. 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.

#### **RIGHT TO MAINTAIN OCCUPANCY**

6. The lessee, excluding a sublessee, 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 rescission 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.).

7. The right to maintain occupancy may be extended to certain persons where cohabitation 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.) (See “Notice to a new lessee or sublessee”).

#### **Change of lessor**

8. The new lessor of an immovable is bound to respect the lease of the lessee (art. 1937 C.C.Q.).
9. Where the lessee has not been personally informed of the name and address of the new lessor or of the person to whom he 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 DWELLING AT BEGINNING OF LEASE**

10. The cooperative shall, on the date scheduled for delivering the dwelling, deliver it in clean condition, in good habitable condition and in a good state of repair in all respects (arts. 1854, 1910 and 1911 C.C.Q.).

11. A lessee may refuse to take possession of a dwelling that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically rescinded (arts. 1913 and 1914 C.C.Q.).

### PAYMENT OF RENT

12. When entering into a lease, the cooperative may require payment of rent in advance for the first payment period (month or week). Such advance payment may not exceed 1 month's rent. It may not demand any other amount of money from the lessee (e.g., deposit for the keys) (art. 1904 C.C.Q.).

13. The lessee 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.).

14. The rent is payable in equal instalments not exceeding 1 month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

15. Unless otherwise agreed, the rent is payable at the domicile of the lessee (art. 1566 C.C.Q.).

16. 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 informed the cooperative of his or her unwillingness to be bound by the lease, prior to the entering into of the lease (art. 397 C.C.Q.).

17. Non-payment of the 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 rescission of the lease.

Frequent late payment of the rent may also warrant the rescission of the lease if the cooperative suffers serious injury as a result (arts. 1863 and 1971 C.C.Q.).

### ENJOYMENT OF PREMISES

18. The cooperative shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 C.C.Q.).

19. Neither the cooperative nor any other 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.

A lessee who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

20. 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.).

21. 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 or which would lead to an increase in the insurance premiums of the cooperative (art. 1919 C.C.Q.).

22. 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.).

23. 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.).

24. 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

### Maintenance duty

25. 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 C.C.Q.).

26. The lessee shall keep the dwelling in good clean condition. The cooperative shall restore the room to clean condition after carrying out work in it (art. 1911 C.C.Q.).

27. 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.).

28. 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.).

29. 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 (arts. 1915 and 1916 C.C.Q.).

### Urgent and necessary repairs

30. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourses for any inconvenience he suffers.

In the case of urgent repairs, the cooperative may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the lessee may demand compensation (art. 1865 C.C.Q.).

31. 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 dwelling. 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 (art. 1868 C.C.Q.).

The cooperative may intervene to pursue the work (art. 1868 C.C.Q.).

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 (art. 1869 C.C.Q.).

### Major non-urgent work (arts. 1922 to 1929 C.C.Q.)

32. 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

33. The cooperative has the right

- to visit the dwelling to ascertain its condition;
- to carry out work in the dwelling;
- to show it to a prospective lessee or acquirer.

However, it shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

34. A lessee who, in accordance with the law, gives notice to the cooperative of his intentions to leave the dwelling shall, from that moment, allow the cooperative to post “For rent” signs and to show the dwelling to prospective lessees.

In such case, the cooperative is not required to notify the lessee 24 hours in advance (art. 1930 C.C.Q.). However, it shall obtain the lessee’s authorization in order to have access to the dwelling.

35. Except in case of emergency, the cooperative shall give 24 hours’ notice of its intention

- to ascertain the condition of the dwelling;
- to carry out work other than major work (see particular No. 32 for major work);
- to show the dwelling to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931 C.C.Q.).

36. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the lessee may require that a representative of the cooperative be present.

Except in case of emergency, the lessee may deny access to the dwelling if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

37. No lock or other device restricting access to the dwelling may be installed or changed without the consent of the lessee and of the cooperative (art. 1934 C.C.Q.).

### NOTICES (art. 1898 C.C.Q.)

38. Every notice relating to the lease (e.g., notice of a modification in the lease to increase the rent), given by the cooperative or by the lessee, 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. 35).



39. Where a notice does not meet the requirements concerning the written form, the address or the language, it is valid 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.)

40. 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. Le bail de plus de 1 an n'est toutefois reconduit que pour 12 mois.

However, a lease with a term longer than 1 year is renewed for 12 months only.

The cooperative may not prevent the lease from being renewed, except in certain cases (particular No. 6). However, it may, with a view to the renewal, modify the lease, provided that it gives notice to the lessee (particulars Nos. 42 and 43).

The lessee may avoid such renewal, provided that he gives notice to the cooperative (particular No. 41).

#### Non-renewal of lease (arts. 1942, 1944 and 1946 C.C.Q.)

41. A lessee who wishes to leave 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**.

**TABLE A**

#### NON-RENEWAL OF LEASE: PERIODS FOR LESSEE'S 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
<b>LEASE OF 1 YEAR OR MORE</b>	Between 3 and 6 months before term	Between 10 and 20 days before term	Within 1 month after receiving the cooperative'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	

### Modification of lease

42. 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 a notice of modification to the lessee within the time periods indicated in **Table B** (art. 1942 C.C.Q.).

43. 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 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.)

44. 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.

In the cases provided for under the heading “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease (art. 1945 C.C.Q.).

#### Fixing of conditions of lease by the Régie du logement

45. The cooperative is generally not required to apply to the Régie du logement for the fixing of the rent or for a ruling on another condition of the lease (see the heading: “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”).

In any other case, 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. If the cooperative does not file such application, the lease is renewed on the same conditions, except for the term, which may not be longer than 12 months (arts. 1941 and 1947 C.C.Q.).

TABLE B

## STEPS TO MODIFY THE LEASE AND PERIODS TO GIVE NOTICE (arts. 1942 and 1945 C.C.Q.)

1 <sup>st</sup> step: Notice by cooperative		2 <sup>nd</sup> step: Lessee's reply to notice by cooperative	3 <sup>rd</sup> step: Application to the Régie du logement by cooperative
<b>LEASE OF 1 YEAR OR MORE</b>	Between 3 and 6 months before term	<b>1<sup>st</sup> situation: The lessee is a cooperative member</b>  The member of the cooperative shall reply within 1 month after receiving the notice of modification. A member <b>who refuses</b> the requested modification <b>shall vacate</b> the dwelling at the term of the lease if it stipulates the restriction on the right to have the rent fixed and the lease modified by the Régie du logement (see the heading in question).  If he fails to reply, the member is deemed to have accepted the modification.	<b>1<sup>st</sup> situation: The lessee is a cooperative member</b>  If the lease of the member stipulates the restriction on the right to have the rent fixed and the lease modified by the Régie du logement (see the heading in question), the cooperative may not apply to the Régie du logement.  If the lease of the member does not stipulate the restric tion, the cooperative shall file an application within 1 month following receipt of the lessee's refusal, otherwise the lease is renewed on the same conditions.
<b>LEASE OF LESS THAN 12 MONTHS</b>	Between 1 and 2 months before term	If the lease does not stipulate the restriction, see the 2 <sup>nd</sup> situation.	<b>2<sup>nd</sup> situation: The lessee is not a cooperative member</b>  The cooperative shall file an application within 1 month following receipt of the lessee's refusal, otherwise the lease is renewed on the same conditions.
<b>LEASE WITH AN INDETERMINATE TERM</b>	Between 1 and 2 months before desired modification	<b>2<sup>nd</sup> situation: The lessee is not a cooperative member</b>	
<b>LEASE FOR A ROOM</b>	Between 10 and 20 days before term or desired modification	A lessee shall replay within 1 month after receiving the notice of modification. If he fails to do so, he is deemed to have accepted the requested modification.	

**Agreement on modifications** (art. 1895 C.C.Q.)

46. 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.)

47. Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the cooperative may contest the abusive 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 of adjustment stipulated in the lease.

**Exception:** the remedy may not be pursued in the circumstances provided under the heading “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”.

### ASSIGNMENT AND SUBLEASING

48. Where a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of a dwelling to a person called the assignee; as a result, he is released from all his obligations towards the cooperative (art. 1873 C.C.Q.).

A lessee who rents out his dwelling or a part thereof (e.g., a room) commits himself as a sublessor towards the sublessee, but he is not released from his obligations towards the cooperative (art. 1870 C.C.Q.).

49. 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 its consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

50. 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.).

51. 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.).

52. Allowing for exceptions, the sublessee shall vacate the dwelling upon termination of his lease (art. 1940 C.C.Q.).

### NOTICE OF RESILIATION OF LEASE BY LESSEE (art. 1974 C.C.Q.)

53. A lessee may resiliate his lease if

— he is allocated a dwelling in low-rental housing;

— 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 for less than 12 months (art. 1974 C.C.Q.).

### SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

54. The lessee shall vacate his dwelling upon termination of the lease; no grace period is provided for by law.

When vacating his dwelling, the lessee shall remove any furniture or object other than those belonging to the cooperative (art. 1890 C.C.Q.).

55. 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.).

56. 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 property, the cooperative may

- retain them by paying the value; 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 its original condition, the cooperative may retain them without compensation (art. 1891 C.C.Q.).

<b>SIGNATURES</b>		
Signed at: _____ City	Date _____	Duly authorized mandatory of cooperative
Signed at: _____ City	Date _____	Lessee
Signed at: _____ City	Date _____	Lessee
Other signatories— indicate the name, address, <b>title or quality</b> of the signatory (co-lessee, surety, witness, etc.).		
_____		
Name, address, quality		
Signed at: _____ City	Date _____	Signature
_____		
Name, address, quality		
Signed at: _____ City	Date _____	Signature

<b>COPY OF LEASE TO LESSEE</b>	
The cooperative shall give a copy of the lease to the lessee <b>within 10 days</b> after entering into it.	
Lease given on ____/____/____ day month year	
_____	_____
Signature of cooperative's mandatory	Signature of lessee(s)

**NOTICE OF FAMILY RESIDENCE**

I declare that I am married to \_\_\_\_\_ . I notify you that the dwelling covered by the  
Full name of spouse  
lease will be used as the family residence.

\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of lessee or spouse

(Notice in compliance with article 403 of the Civil Code of Québec)

**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 it.

The Régie du logement has jurisdiction over any application pertaining to a lease for a dwelling. (In certain cases, the amount in dispute must be less than \$30 000.)

**SCHEDULE 5****LEASE FORM OF THE RÉGIE DU LOGEMENT****LEASE**

Number \_\_\_\_\_

**BETWEEN**

<p><b>the lessee</b></p> <hr/> <p>Name</p> <hr/> <p>No. Street Apt.</p> <hr/> <p>City Postal Code</p> <hr/> <p>Telephone residence: other:</p> <hr/>	<p><b>and the landlord (lessor)</b></p> <hr/> <p>Name</p> <hr/> <p>No. Street Apt.</p> <hr/> <p>City Postal Code</p> <hr/> <p>Telephone residence: other:</p> <hr/> <p>Telephone janitor:</p> <hr/> <p>Where applicable (represented by) _____ Name</p> <hr/> <p>Position</p> <hr/> <p>duly mandated for that purpose.</p>
<p><b>the lessee</b></p> <hr/> <p>Name</p> <hr/> <p>No. Street Apt.</p> <hr/> <p>City Postal Code</p> <hr/> <p>Telephone residence: other:</p>	

- The term “landlord” used in the lease has the same meaning as the term “lessor” in the law.
- The term “landlord” or “lessee” includes all the landlords or lessees if there are more than one.
- The term “landlord” includes any sublessee and the term “lessee” includes any sublessee.

**DESCRIPTION AND DESTINATION OF LEASED DWELLING,  
ACCESSORIES AND DEPENDENCIES**

No.	Street	Apt.
City	Postal Code	

Number of rooms: \_\_\_\_\_ Number of bedrooms: \_\_\_\_\_

The dwelling is leased:

for residential purposes only      Yes       No

If not, for mixed purposes: dwelling and \_\_\_\_\_  
 Specify other purposes  
 but no more than one third of the total area will be used for that second purpose.

(It would be advisable for the parties to make a description of the **condition** of the premises at the time the dwelling is delivered, by means of a schedule).

Outdoors parking	yes <input type="checkbox"/>	no <input type="checkbox"/>	Number of places _____
Indoors parking	yes <input type="checkbox"/>	no <input type="checkbox"/>	Number of places _____
Shed/storage space	yes <input type="checkbox"/>	no <input type="checkbox"/>	_____

Specify

Furniture is leased and included in the rent      yes       no ,      that is:

<b>Kitchen</b>	<b>Rooms</b>	<b>Living room</b>	<b>Other</b>
Stove <input type="checkbox"/>	Beds <input type="checkbox"/>	Couches <input type="checkbox"/>	Washer <input type="checkbox"/>
Refrigerator <input type="checkbox"/>	(number _____)	(number _____)	Dryer <input type="checkbox"/>
Table <input type="checkbox"/>	(size _____)	Armchairs <input type="checkbox"/>	_____
Chairs <input type="checkbox"/>	Chest of drawers <input type="checkbox"/>	(number _____)	_____
(number _____)	_____	Living room tables	_____
Dishwasher <input type="checkbox"/>	_____	(number _____)	
Other	Bed tables <input type="checkbox"/>	Other	
_____	(number _____)	_____	
_____	Other	_____	
_____	_____	_____	
	_____		
	_____		

Continued on schedule    yes     no



**TERM AND RENT**

The term of the lease is \_\_\_\_\_ months beginning on \_\_\_\_\_  
 \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year  
 and ending on \_\_\_\_\_  
 \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year  
 (usually the last day of a month)

The rent is payable in equal and consecutive instalments of \$ \_\_\_\_\_  
 \_\_\_\_\_ per month  per week,   
 for a total of \$ \_\_\_\_\_  
 \_\_\_\_\_ for the full term of the lease.

Payment will be made on the 1<sup>st</sup> day of the month  or of the week  or on \_\_\_\_\_.

The rent is payable at the following location \_\_\_\_\_  
 \_\_\_\_\_ Specify if by mail

in the following manner: by cheque  in cash  \_\_\_\_\_  
 \_\_\_\_\_ Other method of payment

The landlord may not demand postdated cheques. However, the lessee may give postdated cheques if he does so freely and without pressure.

Postdated cheques have been given: yes  no

The rent for the first month will be paid on \_\_\_\_\_  
 \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year



**RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE  
LEASE MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)**

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 located in an immovable erected 5 years ago or less. The immovable became ready for habitation on \_\_\_\_/\_\_\_\_/\_\_\_\_  
day month year Initials of the landlord \_\_\_\_\_
- The dwelling is located in an immovable whose use for residential purposes results from a recent 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 Initials of the landlord \_\_\_\_\_

Therefore, if such restriction is denounced, 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 (art. 1945 2nd par. C.C.Q.).

But, where the landlord does not mention such restriction in the lease, he may not set it up against the lessee.

However, the Court may rule on any other application concerning the lease.

**CO-LESSEES' LIABILITY**

If the dwelling is rented out to more than one person, the lessees are

- jointly liable for the obligations arising out of the lease, each of them being responsible for his own share only, as established below:
- equal shares  otherwise \_\_\_\_\_ Initials of each lessee \_\_\_\_\_
- or**
- solidarily liable for the obligations arising out of the lease (each lessee may be held liable for all the obligations)  
Initials of each lessee \_\_\_\_\_

**NOTICE TO A NEW LESSEE OR SUBLESSEE BY THE LANDLORD**  
(arts. 1896 and 1950 C.C.Q.)

The landlord of a dwelling or sublessee shall, at the time the lease is entered into, give the following notice to a new lessee or sublessee:

I 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 \_\_\_\_\_

I also notify you that the conditions of your lease are not the same.

Thus, the following services (e.g., parking, heating, hot water) have been

	<b>added</b>	<b>removed</b>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____		

Signature of the landlord or sublessee

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 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 (art. 1950 C.C.Q.)

### SCHEDULES

The lease is completed by the following schedules which are an integral part of the lease    yes       no     
 which are:

\_\_\_\_\_

### PERSONAL INFORMATION

The landlord shall respect the prescriptions of the Act respecting the protection of personal information in the private sector (R.S.Q., c. P-39.1).

#### Collecting of necessary personal information

The landlord may not collect information other than that necessary for the entering into of the lease for the purposes of verifying: the prospective lessee's capacity to pay the rent requested, his prior payment habits and his prior behaviour as a tenant.

The landlord may also request the information necessary for the performance of the contract.

Such information shall be collected from each of the lessees concerned unless they expressly agree to the landlord collecting it from the other persons.

#### Use of personal information by the landlord

The landlord shall ensure the confidentiality of the personal information in his possession and shall see that it is up-to-date and accurate at the time of its use.

He may not use the information for purposes other than those for which it was collected without the consent of the person concerned.

### DISCLOSURE OF PERSONAL INFORMATION BY THE LANDLORD

The landlord may not disclose the personal information that he holds on the lessee without his express consent. Such consent by the lessee shall be given freely and without pressure. It shall be enlightened and given for specific purposes. It is valid only for the term required to accomplish the purposes for which it was requested. However, the landlord may disclose information without being authorized, in certain cases provided for in the Act.

#### Lessee's consent to disclosure of information for certain purposes

The lessee freely consents to the landlord disclosing the information in this lease, **but only to the following persons and for the following purposes:**

- to a prospective lender where negotiations are being conducted for financing the immovable or to ensure protection of the creditor's securities for the term of the loan
- to a prospective acquirer of the immovable in which the leased dwelling is located
- to an insurance company in order to insure the immovable
- to a manager to whom the management of the immovable could be entrusted

yes       no  

\_\_\_\_\_   
 Initials of each lessee

#### Landlord's undertaking

The landlord undertakes to disclose the information only to the persons and for the purposes that are mentioned above.

\_\_\_\_\_   
 Landlord's initials

Further information may be obtained on the matter from the Commission d'accès à l'information.

## 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.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental 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 for by law, and that a person's home is inviolable.

The parties shall always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

## ENTERING INTO LEASE

### By-laws of the immovable (art. 1894 C.C.Q.)

1. 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 dwelling and of the common premises.

If there are such by-laws, the landlord is bound to give the lessee a copy thereof **before** entering into the lease, so that they form part of the lease.

### 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).

3. Article 1893 provides that clauses 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, 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.);
- or 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 good habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

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

**Language of the lease and of the by-laws of the immovable**  
(art. 1897 C.C.Q.)

5. 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.

**RIGHT TO MAINTAIN OCCUPANCY**

6. The lessee, excluding a sublessee, 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 (art. 1957 C.C.Q.) see particular No. 48;
- 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.).

7. The right to maintain occupancy may be extended to certain persons where cohabitation 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.) (See “Notice to a new lessee or sublessee by the landlord”).

### **Change of landlord**

8. The new landlord of an immovable is bound to respect the lease of the lessee (art. 1937 C.C.Q.).

9. 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.).

### **DELIVERY OF DWELLING AT BEGINNING OF LEASE**

10. The landlord shall, on the date scheduled for delivering the dwelling, deliver it in clean condition, in good habitable condition and in a good state of repair in all respects (arts. 1854, 1910 and 1911 C.C.Q.).

11. A lessee may refuse to take possession of a dwelling that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically resiliated (arts. 1913 and 1914 C.C.Q.).

### **PAYMENT OF RENT**

12. When entering into a lease, the landlord may require payment of rent in advance for the first payment period (month or week). Such advance may not exceed 1 month's rent. He may not demand any other amount of money from the lessee (e.g., deposit for the keys) (art. 1904 C.C.Q.).

13. The lessee 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.).

14. The rent is payable in equal instalments not exceeding 1 month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

15. Unless otherwise agreed, the rent is payable at the domicile of the lessee (art. 1566 C.C.Q.).

16. 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 informed the landlord of his or her unwillingness to be bound by the lease, prior to the entering into of the lease (art. 397 C.C.Q.).

17. Non-payment of the 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 (1863 and 1971 C.C.Q.).

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

### **ENJOYMENT OF PREMISES**

18. The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 C.C.Q.).

19. Neither the landlord nor any other 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 (art. 1902 C.C.Q.).

A lessee who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

20. 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.).



21. 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 or which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

22. 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.).

23. 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.).

24. 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**

### **Maintenance duty**

25. 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 C.C.Q.).

26. 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.).

27. 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.).

28. 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.).

29. 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**

30. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourses for any inconvenience he suffers.

In the case of urgent repairs, the landlord may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the lessee may demand compensation (art. 1865 C.C.Q.).

31. 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 (art. 1868 C.C.Q.).

The landlord may intervene to pursue the work (art. 1868 C.C.Q.).

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 (art. 1869 C.C.Q.).

### **Major non-urgent work** (arts. 1922 to 1929 C.C.Q.)

32. 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 repay 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**

33. The landlord has the right

- to visit the dwelling to ascertain its condition;
- to carry out work in the dwelling;
- to show it to a prospective lessee or acquirer.

However, he shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

34. A lessee who, in accordance with the law, gives notice to the landlord of his intentions to vacate the dwelling shall, from that moment, allow the landlord to post "For rent" signs and to show the dwelling to prospective lessees.

In such case, the landlord is not required to notify the lessee 24 hours in advance (art. 1930 C.C.Q.). However, he shall obtain the lessee's authorization in order to have access to the dwelling.

35. Except in case of emergency, the landlord shall give 24 hours' notice of his intention

- to ascertain the condition of the dwelling;
- to carry out work other than major work (see particular No. 32 for major work);
- to show the dwelling to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931 C.C.Q.).

36. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the lessee may require that the landlord or his representative be present.

Except in case of emergency, the lessee may deny access to the dwelling if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

37. 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.).

#### **NOTICES** (art. 1898 C.C.Q.)

38. Every notice relating to the lease (e.g., notice of modification in the lease to increase the rent), given by the landlord or by the lessee, 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. 35).

39. Where a notice does not meet the requirements concerning the written form, the address or the language, it is valid 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.)

40. 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 1 year is renewed for 12 months only.

The landlord may not prevent the lease from being renewed, except in certain cases (particular No. 6). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 42 and 43).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particulars Nos. 41 and 44).

##### **Non-renewal of lease** (arts. 1942, 1944 and 1946 C.C.Q.)

41. 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**.

## TABLE A

**NON-RENEWAL OF LEASE:  
PERIODS FOR LESSEE'S 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 1 YEAR 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 du bail	

**Modification of lease**

42. 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 a notice of modification to the lessee within the time periods indicated in **Table B** (art. 1942 C.C.Q.).

43. 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 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.)**

44. 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 return to his dwelling if the lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (see particular No. 45).

**Exception:** In the cases provided for under the heading “Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement”, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

**Fixing of conditions of lease by the Régie du logement**  
(arts. 1941 and 1947 C.C.Q.)

45. 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. If the landlord does not file such application, the lease is renewed on the same conditions, which may not be longer than 12 months.

**TABLE B**

**STEPS TO MODIFY THE LEASE AND PERIODS TO GIVE NOTICE**  
(arts. 1942 and 1945 C.C.Q.)

	<b>1<sup>st</sup> step: NOTICE BY LANDLORD</b>	<b>2<sup>nd</sup> step: LESSEE'S REPLY</b>	<b>3<sup>rd</sup> step: APPLICATION TO THE RÉGIE DU LOGEMENT BY LANDLORD</b>
<b>LEASE OF 1 YEAR OR MORE</b>	Between 3 and 6 months before term	Within 1 month after receiving the notice of modification. If he fails to do so, he is deemed to have accepted the requested modification.	Within 1 month following receipt of 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 term or desired modification		

**Agreement on modifications** (art. 1895 C.C.Q.)

46. 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.)

47. Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord may contest the abusive 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 of adjustment stipulated in the lease.

**REPOSSESSION OF DWELLING** (arts. 1957 to 1970 C.C.Q.)

48. Where the lessor of the dwelling is the landlord, he may evict the lessee in order to live in it or to allow one of the beneficiaries provided for by law to live in it, by giving a notice containing the following:

- the name of the beneficiary;
- the degree of relationship or the bond between the beneficiary and the landlord, where applicable;
- the date fixed for the repossession.

<b>Steps for repossessing the land and periods to give notice</b>			
	<b>1<sup>st</sup> step: LANDLORD'S NOTICE</b>	<b>2<sup>nd</sup> step: LESSEE'S REPLY</b>	<b>3<sup>rd</sup> step: APPLICATION TO 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 does not 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		

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.

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.

### **ASSIGNMENT AND SUBLEASING**

49. 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 all his obligations towards the landlord (art. 1873 C.C.Q.).

A lessee who rents his dwelling or a part thereof (e.g., 1 room), commits himself as a sublessor towards the sublessee, but he is not released from his obligations towards the landlord (art. 1870 C.C.Q.).

50. 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.).

51. 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.).

52. 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.).

53. Allowing for exceptions, the sublessee shall vacate the dwelling upon termination of his lease (art. 1940 C.C.Q.).

#### **NOTICE OF RESILIATION OF LEASE BY LESSEE** (art. 1974 C.C.Q.)

54. A lessee may resiliate his lease if

— he is allocated a dwelling in low-rental housing;

— 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 for less than 12 months.

#### **SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE**

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 can 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 its original condition, the landlord may retain them without compensation (art. 1891 C.C.Q.).





**NOTICE OF FAMILY RESIDENCE**

I declare that I am married to \_\_\_\_\_ . I notify you that the  
Full name of spouse  
dwelling covered by the lease will be used as the family residence.

\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of lessee or spouse

(Notice in compliance with article 403 of the Civil Code of Québec:)

**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 it.

The Régie du logement has jurisdiction over any application pertaining to a lease for a dwelling. (In certain cases, the amount in dispute must be less than \$30 000).

**SCHEDULE 6****FORM OF THE RÉGIE DU LOGEMENT****SCHEDULE TO THE LEASE****SERVICES OFFERED TO ELDERLY PERSONS**

This Schedule completes the lease form and shall be used for entering into the lease, where the owner of a private residence offers to an elderly person who is a lessee services other than those already indicated in the form.

The landlord undertakes to provide and maintain the services identified hereinafter and included in the rent. He also undertakes to provide the services described herein, which are not included in the rent, at the prices indicated.

**Detailed description of the dwelling and accessories**

— The leased dwelling is:	<b>choice</b>	
	<b>yes</b>	<b>no</b>
an apartment	<input type="checkbox"/>	<input type="checkbox"/>
a room		
— private	<input type="checkbox"/>	<input type="checkbox"/>
— common	<input type="checkbox"/>	<input type="checkbox"/>
specify _____		
— bathroom		
— private	<input type="checkbox"/>	<input type="checkbox"/>
— common	<input type="checkbox"/>	<input type="checkbox"/>
specify _____		
— Balcony		
— private	<input type="checkbox"/>	<input type="checkbox"/>
— common	<input type="checkbox"/>	<input type="checkbox"/>
— Animals		
right to keep one or more animals	<input type="checkbox"/>	<input type="checkbox"/>
specify _____		
— Locked storage space	<input type="checkbox"/>	<input type="checkbox"/>
location _____		
— Heating		
individual control _____	<input type="checkbox"/>	<input type="checkbox"/>
— Air conditioning	<input type="checkbox"/>	<input type="checkbox"/>
individual control _____	<input type="checkbox"/>	<input type="checkbox"/>
— Intercom	<input type="checkbox"/>	<input type="checkbox"/>
location _____		
_____		
— Calling bell	<input type="checkbox"/>	<input type="checkbox"/>
location _____		

	<b>oui</b>	<b>choix</b>	<b>non</b>
— Furniture			
— right of lessee to bring:			
— furniture	<input type="checkbox"/>		<input type="checkbox"/>
— electric household appliances	<input type="checkbox"/>		<input type="checkbox"/>
specify _____			
— Wheelchairs			
— accessibility to wheelchairs	<input type="checkbox"/>		<input type="checkbox"/>
inside the dwelling			
— Elevator	<input type="checkbox"/>		<input type="checkbox"/>
— Handrail supports	<input type="checkbox"/>		<input type="checkbox"/>
— bathroom	<input type="checkbox"/>		<input type="checkbox"/>
— corridor	<input type="checkbox"/>		<input type="checkbox"/>
— Common spaces			
— inside			
— community hall	<input type="checkbox"/>		<input type="checkbox"/>
— television	<input type="checkbox"/>		<input type="checkbox"/>
— stereophonic system	<input type="checkbox"/>		<input type="checkbox"/>
— common kitchen	<input type="checkbox"/>		<input type="checkbox"/>
— right to cook	<input type="checkbox"/>		<input type="checkbox"/>
— Others _____			
_____			
— outside			
— rest areas, specify _____	<input type="checkbox"/>		<input type="checkbox"/>
— others _____			

List of services	If not included in rent				in rent offered (if variable, specify)
	included services		Price of service		
	yes	no	yes	no	
— Television	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— cable service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— community antenna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— Housekeeping					
— cleaning in lessee's apartment or room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____ times a week					
specify: _____					
_____					
_____					
— Laundry					
— Laundry room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
location _____					
Number: of washers _____					
of dryers _____					
— laundry service					
— bedding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____ times a week					
— clothing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____ times a week					
— dry cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
others: _____					
_____					
_____					
— Transport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— Schedule: _____					
_____					
_____ times per day					
_____ times per week					
specify: _____					
— Adapted transportation for handicapped persons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

List of services	included services		Price of service		in rent offered (if variable, specify)
	yes	no	yes	no	
	<b>If not included in rent</b>				
<b>Food services:</b>					
The following meals are offered by the establishment					
— breakfast	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— dinner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— supper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— Schedule: unless agreed upon beforehand, meal hours are as follows:					
breakfast: from _____ to _____					
dinner: from _____ to _____					
supper: from _____ to _____					
— Menus:					
— choice of menus number: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
— à la carte meals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— diet meals specify: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— Snacks:					
— number: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— schedule: _____					
specify: _____					
— Meals served:					
— in the lunch room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— in the cafeteria	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
— in the apartment or room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Guests may eat a meal with a lessee					
— at the same price as the lessee or			<input type="checkbox"/>	<input type="checkbox"/>	_____
— according to the following tariff:			<input type="checkbox"/>	<input type="checkbox"/>	
— breakfast					_____
— dinner					_____
— supper					_____

List of services	included services		If not included in rent		Price of service	in rent offered (if variable, specify)
	yes	no	yes	no		
Other conditions: _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	
<b>Nursing and personal care service</b>						
— Presence of a graduate nurse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	
<input type="checkbox"/> 24 hours a day						
or						
according to the following schedule: _____ _____ _____						
— Tasks: _____ _____ _____						
— Medications						
— distribution of medications by a person authorized by law	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	
— keeping of medications in a locked safe place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	
— Others _____ _____ _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	_____	

List of services	included services		If not included in rent		Price of service	in rent offered (if variable, specify)
	yes	no	yes	no		
<b>— Social activities</b>						
— premises provided by landlord specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— activities organized by landlord	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— gardening	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— others _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
<b>— Religious activities</b>						
specify _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
_____						
<b>— Other services</b>						
— in the immovable						
— convenience store	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— banking service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— medical clinic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— restaurant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— pharmacy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— beauty parlor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— others _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
_____						
— outside the immovable						
— assistance for						
— medical visits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— errands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____
— others _____						_____
_____						
<b>— Security</b>						
— guard schedule: _____	<input type="checkbox"/>	<input type="checkbox"/>				
— electronic surveillance system	<input type="checkbox"/>	<input type="checkbox"/>				





**SCHEDULE 7****FORM OF THE RÉGIE DU LOGEMENT****MANDATORY WRITING****IN THE CASE OF AN ORAL LEASE**

Number \_\_\_\_\_

**BETWEEN**

<p><b>the lessee</b></p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Name</p>	<p><b>and the landlord (lessor)</b></p> <p>_____</p> <p>Name</p> <p>_____</p> <p>No.      Street                      Apt.</p> <p>_____</p> <p>City                                      Postal Code</p> <p>(Where applicable) represented by _____</p> <p style="text-align: right;">Name</p> <p>_____</p> <p style="text-align: center;">Position</p> <p>duly mandated for that purpose.</p>
<p><b>Address of leased dwelling</b></p> <p>_____</p> <p>No.      Street                                      Apt.</p> <p>_____</p> <p>City                                      Postal Code</p>	
<p><b>Rent</b> \$ _____</p> <p>per month <input type="checkbox"/>                      per week <input type="checkbox"/>                      _____</p> <p style="text-align: right;">Other</p> <p>for a total of \$ _____</p> <p>_____ for the term of the lease.</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.

The numbers in brackets refer to those articles of the Civil Code.

Those rights and obligations shall be exercised in compliance with the fundamental 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 for by law, and that a person's home is inviolable.

The parties shall also always act according to the rules of good faith.

The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

The term "landlord" used in the lease has the same meaning as the word "lessor" in the law.

The term "landlord" or "lessee" includes all the landlords or lessees if there are more than one.

The term "landlord" includes any sublessor and the term "lessee" includes any sublessee.

Any nonperformance of an obligation by a party entitles the other party to pursue remedies before a court of law, such as:

- specific performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- rescission of the lease;
- damages.

<b>PERSONAL INFORMATION</b>
<p>The landlord shall respect the prescriptions of the Act respecting the protection of personal information in the private sector (R.S.Q., c. P-39.1).</p> <p><b>Collection of necessary personal information</b></p> <p>The landlord may not collect information other than that <b>necessary</b> for the entering into of the lease for the purposes of verifying: the prospective lessee's capacity to pay the rent requested, his prior payment habits and his prior behaviour as a tenant.</p> <p>The landlord may also request the information necessary for the performance of the contract.</p> <p>Such information shall be collected from each of the lessees concerned unless they expressly agree to the landlord collecting it from other persons.</p> <p><b>Use of personal information by the landlord</b></p> <p>The landlord shall ensure the confidentiality of the personal information in his possession and shall see that it is up-to-date and accurate at the time of its use.</p> <p>He may not use the information for purposes other than those for which it was collected without the consent of the person concerned.</p> <p><b>Disclosure of personal information by the landlord</b></p> <p>The landlord may not disclose the personal information that he holds on a lessee without his express consent. Such consent by the lessee shall be given freely and without pressure. It shall be enlightened and given for specific purposes. It is valid only for the term required to accomplish the purposes for which it was requested. However, the landlord may disclose information without being authorized, in certain cases provided for in the Act.</p>
<p>Further information may be obtained on this matter from the Commission d'accès à l'information.</p>

## DWELLING

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 emplacement of a mobile home (art. 1892 C.C.Q.).

They also apply to services (e.g., laundry, meals, infirmary, janitorial services), accessories (e.g., refrigerator, air conditioner) and 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 (art. 1892 C.C.Q.).

**Exceptions:** However, 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 (art. 1892 C.C.Q.)

2. A room is considered a dwelling, even if it is located in the principal residence of the landlord or lessee who subleases it, unless

- only 1 or 2 rooms are leased or offered for lease and if it has neither a separate exit nor its own sanitary facilities;
- 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 all stated in these particulars, apply to a lease:

- of a dwelling in an immovable held in divided co-ownership (condominium); (arts. 1057, 1065, 1066, 1079 C.C.Q.);
- of a room leased to a student by an educational institution (arts. 1979 to 1983 C.C.Q.);
- of land intended for the emplacement 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 agrees to lease a dwelling to a lessee, who in turn agrees to pay the rent agreed upon for the term they have fixed. The contract can be written or oral (art. 1851 C.C.Q.).

### Writing in the case of an oral lease (art. 1895 C.C.Q.)

5. Where the lease is oral, the landlord must give the lessee within 10 days after entering into the lease a written document containing the following information:

- the landlord's name and address;
- the lessee's name;
- the rent agreed upon;

- the address of the leased dwelling; and
- the text of these particulars.

**By-laws of the immovable** (art. 1894 C.C.Q.)

6. 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 dwelling and of the common premises.

If there are such by-laws, the landlord is bound to give the lessee a copy thereof before entering into the lease, so that they may form part of the lease.

**Language of the lease and of the by-laws of the immovable**  
(art. 1897 C.C.Q.)

7. 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.

**Conditions of the lease**

8. The landlord and the lessee may agree on various conditions of the lease, but they may not disregard the provisions of the law on residential leasing (particular No. 9).

9. Article 1893 provides that clauses 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 of Québec have no effect (are void).

For instance, no lessee 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.);
- or 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 a lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);
- a condition providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a condition limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

10. 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 any obligation arising from it may be reduced (art. 1901 C.C.Q.).

#### **Fixing of rent of new lessee and sublessee**

11. The new lessee and the sublessee may apply to the Régie du logement to fix the rent, except for the exception provided for in the Act (particular No. 13) (art. 1950 C.C.Q.).

12. When the lease is entered into, the landlord must give the new lessee a notice indicating the lowest rent paid during 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 services no longer included in the rent required or the additional services included in the rent required from the new lessee. A lessee who subleases his dwelling must also give the sublessee such a notice (arts. 1896 and 1950 C.C.Q.).

If the new lessee or a sublessee pays a 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 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 have his rent fixed.

The new lessee or 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 (art. 1950 C.C.Q.).

#### **Restrictions of the right to fix the rent and to the modification of the lease by the Régie du logement**

13. 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 located in an immovable:

- erected 5 years ago or less;
- whose use for residential purposes results from a change of destination that was made 5 years ago or less (e.g., school transformed into dwellings).

Therefore, if such restriction is mentioned to the lessee at the time of entering into the lease, the latter, where he refuses a modification applied for by the landlord, shall vacate his dwelling upon termination of the lease (art. 1945 2nd par., C.C.Q.).

But, where the landlord does not mention such restriction to the lessee, he may not set it up against him.

However, the court may rule on any other application concerning the lease (art. 1955 C.C.Q.).

#### **RIGHT TO MAINTAIN OCCUPANCY**

14. 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 (art. 1957 C.C.Q.) (particular No. 57);
- 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.).

15. The right to maintain occupancy may be extended to certain persons where cohabitation 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**

16. The new landlord of an immovable is bound to respect the lease of the lessee (art. 1937 C.C.Q.).

17. 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.).

#### **DELIVERY OF DWELLING AT BEGINNING OF LEASE**

18. The landlord shall, on the date scheduled for delivering the dwelling, deliver it in clean condition, in good habitable condition and in a good state of repair in all respects (arts. 1854, 1910 and 1911 C.C.Q.).

19. A lessee may refuse to take possession of a dwelling that is unfit for habitation, i.e., if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. In such case, the lease is automatically resiliated (arts. 1913 and 1914 C.C.Q.).

#### **PAYMENT OF RENT**

20. When entering into a lease, the landlord may require payment of rent in advance for the first payment period (month or week). Such advance payment may not exceed 1 month's rent. He may not demand any other amount of money from the lessee (e.g., deposit for the keys) (art. 1904 C.C.Q.).

21. The landlord may not demand that payment be made by postdated cheque (art. 1904 C.C.Q.).

22. The rent is payable in equal instalments not exceeding 1 month's rent, except the last, which may be less (arts. 1903 and 1904 C.C.Q.).

23. The lessee 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 and 1903 C.C.Q.).

24. Unless otherwise agreed, the rent is payable at the domicile of the lessee (art. 1566 C.C.Q.).

25. 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 informed the landlord of his or her unwillingness to be bound by the lease, prior to the entering into the lease (art. 397 C.C.Q.).

26. Non-payment of the 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 (1863 and 1971 C.C.Q.).

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

#### **ENJOYMENT OF PREMISES**

27. The landlord shall provide the lessee with peaceful enjoyment of the leased property throughout the term of the lease (art. 1854 C.C.Q.).

28. Neither the landlord nor any other person may harass a lessee in such a manner as to limit his right to peaceful enjoyment of the premises or to induce him to leave the dwelling (art. 1902 C.C.Q.).

A lessee who suffers harassment may claim punitive damages in addition to any other compensation he may be entitled to (arts. 1863 and 1902 C.C.Q.).

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.).

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**

### **Maintenance duty**

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 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 recourses for any inconvenience he suffers.

In the case of urgent repairs, the owner may require temporary vacancy, without notice and without authorization from the Régie du logement. In such case, the lessee may demand compensation (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 dwelling. 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 (art. 1868 C.C.Q.).

The lessee shall render an account to the landlord of repairs undertaken or expenses incurred and shall deliver to him the invoices. He may withhold from his rent an amount for reasonable expenses incurred (art. 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. The landlord has the right

- to visit the dwelling to ascertain its condition;
- to carry out work in the dwelling;
- to show it to a prospective lessee or acquirer.

However, he shall exercise those rights in a reasonable manner (art. 1857 C.C.Q.).

43. A lessee who, in accordance with the law, gives notice to the landlord of his intentions to vacate the dwelling shall, from that moment, allow the landlord to post "For rent" signs and to show the dwelling to prospective lessees.

In such case, the landlord is not required to notify the lessee 24 hours in advance (art. 1930 C.C.Q.). However, he shall obtain the lessee's authorization in order to have access to the dwelling.

44. Except in case of emergency, the landlord shall give 24 hours' notice of his intention

- to ascertain the condition of the dwelling;
- to carry out work other than major work (see particular No. 41 for major work);
- to show the dwelling to a prospective acquirer.

Such notice may be given orally (arts. 1898 and 1931, C.C.Q.).



45. Visits shall be made between 9:00 a.m. and 9:00 p.m. and work shall be carried out between 7:00 a.m. and 7:00 p.m.

Except where the visit is made to carry out work, the lessee may require that the landlord or his representative be present.

Except in case of emergency, the lessee may deny access to the dwelling if those conditions are not satisfied (arts. 1932, 1933 and 2130 C.C.Q.).

46. No lock or other device restricting access to the dwelling may be installed or changed without the consent of the lessee and of the landlord (art. 1934 C.C.Q.).

#### **NOTICES** (art. 1898 C.C.Q.)

47. Every notice relating to the lease (e.g., notice of a modification in the lease to increase the rent), given by the landlord or by the lessee, 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 landlord for the purpose of having access to the dwelling may be given orally (particular No. 44).

48. 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.)

49. 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 1 year is renewed for 12 months only.

The landlord may not prevent the lease from being renewed, in certain cases (particular No. 14). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 51 and 52).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particulars Nos. 50 and 53).

##### **Non-renewal of lease** (arts. 1942, 1944 and 1946 C.C.Q.)

50. A lessee who wishes to vacate a 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**.

## TABLE A

**NON-RENEWAL OF LEASE:  
PERIODS FOR LESSEE'S 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 1 YEAR 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	

**Modification of lease**

51. At the renewal of the lease, the landlord may modify its conditions. For instance, he may modify its term, add or remove a service or increase the rent. To that end, he shall give a notice of modification to the lessee within the time periods indicated in **Table B** (art. 1942 C.C.Q.).

52. 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 of 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.)**

53. 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 return to his dwelling if the lease is renewed. The Régie du logement may be requested to set the conditions of renewal (particular No. 54).

**Exception:** In the cases provided for in particular No. 13, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

**Fixing of conditions of lease by the Régie du logement**  
(arts. 1941 and 1947 C.C.Q.)

54. 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. If the landlord does not file such application, the lease is renewed on the same conditions, except for the term, which may not be longer than 12 months.

**TABLE B**

**STEPS TO MODIFY THE LEASE AND  
PERIODS TO GIVE NOTICE (arts. 1942 and 1945 C.C.Q.)**

	<b>1<sup>st</sup> step: NOTICE BY LANDLORD</b>	<b>2<sup>nd</sup> step: LESSEE'S REPLY</b>	<b>3<sup>rd</sup> step: APPLICATION TO THE RÉGIE DU LOGEMENT BY LANDLORD</b>
<b>LEASE OF 1 YEAR OR MORE</b>	Between 3 and 6 months before term	Within 1 month after receiving the notice of modification. If he fails to do so, he is deemed to have accepted the requested modification.	Within 1 month following receipt of 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 term or desired modification		

**Agreement on modifications (art. 1895 C.C.Q.)**

55. Where the landlord and the lessee have agreed 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.)**

56. Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord may contest the abusive 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 of adjustment stipulated in the lease.

**REPOSSESSION OF DWELLING (arts. 1957 TO 1970 C.C.Q.)**

57. Where the lessor of the dwelling is the landlord of the dwelling, he may evict the lessee in order to live in it or to allow one of the beneficiaries provided for by law to live in it, by giving a notice containing the following:

- . the name of the beneficiary;
- . the degree of relationship or the bond between the beneficiary and the landlord, where applicable;
- . the date fixed for the repossession.

<b>Steps for repossessing the land and periods to give notice</b>			
	<b>1<sup>st</sup> step: LANDLORD'S NOTICE</b>	<b>2<sup>nd</sup> step: LESSEE'S REPLY</b>	<b>3<sup>rd</sup> step: APPLICATION TO 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 does not 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		

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 the owner is separated or divorced if he remains the main support of his spouse.

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.

### **ASSIGNMENT AND SUBLEASING**

58. When a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of a dwelling to a person called the assignee; as a result, he is liberated from all his obligations towards the landlord (art. 1873 C.C.Q.).

A lessee who rents out his dwelling or a part thereof (e.g., a room), commits himself as a sublessor towards the sublessee, but he is not released from his obligations towards the landlord (art. 1870 C.C.Q.).

59. 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.).

60. The lessee shall give the landlord notice of his intention to assign his lease or to sublease the dwelling. The 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.).

61. 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.).

62. Allowing for exceptions, the sublessee shall vacate the dwelling upon termination of his lease. (art. 1940 C.C.Q.).

### NOTICE OF RESILIATION OF LEASE BY THE LESSEE

63. A lessee may resiliate his lease if

— he is allocated a dwelling in low-rental housing;

— he can no longer occupy a 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 for less than 12 months (art. 1974 C.C.Q.).

### SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

64. The lessee shall vacate his dwelling upon termination of the lease; no grace period is provided for by law.

When vacating his dwelling, the lessee shall remove any furniture or object other than those belonging to the landlord (art. 1890 C.C.Q.).

65. 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.).

66. 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; 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 its original condition, the landlord may retain them without compensation (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 it.

The Régie du logement has jurisdiction over any application pertaining to a lease for a dwelling. (In certain cases, the amount in dispute must be less than \$30 000).