

## Regulations and other acts

Gouvernement du Québec

### **O.C. 907-96, 17 July 1996**

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

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

#### **Mandatory lease forms**

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

WHEREAS under subparagraph 5 of the first paragraph of section 108 of the Act respecting the Régie du logement (R.S.Q., c. R-8.1), amended by paragraph 3 of section 1 of Chapter 61 of the Statutes of 1995, the Government may make regulations making the inclusion of certain particulars mandatory in a lease, writing or notice referred to in articles 1895 and 1896 of the Civil Code of Québec, and in the case of the lease or writing referred to in the first paragraph of article 1895 of the Civil Code of Québec, prescribing the mandatory use of the lease form from the Régie du logement or of the writing produced by the board, and fixing the sales price thereof;

WHEREAS under the first paragraph of article 1895 of the Civil Code of Québec, amended by paragraph 1 of section 2 of Chapter 61 of the Statutes of 1995, within ten days after entering into the lease, the lessor is bound to give the lessee a copy of the lease or, in the case of an oral lease, a writing setting forth the name and address of the lessor, the name of the lessee, the rent and the address of the leased property, and containing the text of the particulars prescribed by the regulations of the Government and that, in addition, the lease or writing shall be made on the form the use of which is made mandatory by the regulations of the Government;

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

WHEREAS by Order in Council 1618-93 dated 24 November 1993, the Government made the Regulation respecting the particulars of a lease or writing and the particulars of a notice to a new lessee;

WHEREAS it is expedient to replace that Regulation;

WHEREAS under sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1) a draft of the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee, attached to this Order in Council, was published in Part 2 of the *Gazette officielle du Québec* of 17 April 1996, with a notice that it could be made by the Government upon the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Municipal Affairs:

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

MICHEL CARPENTIER,  
*Clerk of the Conseil exécutif*

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

An Act respecting the Régie du logement  
(R.S.Q., c. R-8.1, s. 108, 1<sup>st</sup> par., subpar. 5;  
1995, c. 61, s. 1)

Civil Code of Québec  
(1991, c. 64, s. 1895; 1995, c. 61, s. 2)

**1.** A lessor shall, in order to enter into a lease governed by Section IV of Chapter IV of Title Two of Book Five of the Civil Code of Québec, use the form of the Régie du logement appearing

(1) in Schedule 1, in the case of a dwelling rented by a student in an educational institution;

(2) in Schedule 2, in the case of a dwelling situated in low-rental housing within the meaning of the first paragraph of article 1984 of the Civil Code of Québec;

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

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

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

**2.** Where one or more services in addition to those indicated in the lease form for a dwelling referred to in Schedules 4 and 5 are offered to a lessee by reason of his personal condition including his age or a handicap, the lessor shall also use the form of the Régie du logement appearing in Schedule 6.

**3.** In the case of an oral lease, a lessor is bound to remit the writing produced by the Régie appearing in Schedule 7.

**4.** The notice to a new lessee provided for in article 1896 of the Civil Code of Québec shall mention the changes made to the leased property including its accessories, dependencies and services and to the other conditions of the lease under which the lowest rent was paid during the 12 months preceding the beginning of the new lease or, as the case may be, in respect of which the rent was fixed by the Court during the same period.

**5.** The form for a lease, or the form for a writing in the case of an oral lease, is sold in duplicate at the maximum retail price of \$1.99 (plus taxes).

**6.** This Regulation replaces the Regulation respecting the particulars of a lease or writing and the particulars of a notice to a new lessee, made by Order in Council 1618-93 dated 24 November 1993. Notwithstanding the foregoing, that replacement is effective only from 1 January 1997 in respect of the dwellings referred to in paragraphs 1 and 2 of section 1.

**7.** This Regulation comes into force on 1 September 1996, except for Schedules 1 and 2, the use of which will be mandatory from 1 January 1997.

**MANDATORY FORM OF THE RÉGIE DU LOGEMENT**

# LEASE

**IN AN EDUCATIONAL INSTITUTION**

This lease comprises 2 parts.

**Part 1**

<b>A</b>	<b>BETWEEN</b>	
<p style="text-align: center;"><b>the lessee, hereinafter referred to as the student</b></p> <p>Name _____</p> <p>Permanent address _____</p> <p>_____</p> <p>Mailing address _____</p> <p>_____</p> <p>Telephone (domicile) _____ (other) _____</p>		<p style="text-align: center;"><b>and the lessor, hereinafter referred to as the educational institution or the institution</b></p> <p>Name and address _____</p> <p>_____</p> <p>Telephone _____</p> <p>Represented by _____</p> <p>Name _____</p> <p>Position _____</p> <p>mandated for that purpose.</p>

- The names indicated in the lease shall be that of the student and that of the educational institution or the name that the law authorizes them to use.
- The singular includes the plural.

**B**      **DESCRIPTION AND DESTINATION OF THE LEASED ROOM AND ACCESSORIES**

Note: Make the necessary adaptations if the leased property is a dwelling instead of a room.

Address and description of room \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The room is leased for residential purposes only.

Furniture is leased and included in the rent.    Yes     No

\_\_\_\_\_

Other accessories \_\_\_\_\_

\_\_\_\_\_

The parties should make a description of the **condition of the premises** at the time of the delivery of the room (art. 1890 C.C.Q.).

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

**Term**

• The term of the lease is \_\_\_\_\_ beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Specify weeks, months or years

day      month      year

and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

day      month      year

(usually the last day of a month)

**D****RENT**

- The **rent** is payable in equal instalments of \$ \_\_\_\_\_ per month   
per week  other \_\_\_\_\_, for a total of \$ \_\_\_\_\_  
\_\_\_\_\_ for the full term of the lease.
- The rent for the **first payment period** (month, week or other) will be paid  
in whole, on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **or**  
in part, that is \$ \_\_\_\_\_ on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
and \$ \_\_\_\_\_ on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Specify the amount Specify the amount
- Payment of the rent for the **other payment periods** will be made on the 1st day  
of the month  of the week  other \_\_\_\_\_.
- Rent is payable in accordance with the following method of payment:  
by cheque  in cash  other method of payment \_\_\_\_\_
- Rent shall be payable at \_\_\_\_\_  
Place of payment - specify if by mail

The educational institution may not require payment by means of a **postdated** cheque or other postdated instrument, nor may it require from the student any amount of money other than the rent (e.g., deposit for keys) (art. 1904 C.C.Q.).

**E****SERVICES AND CONDITIONS****By-laws of the immovable**

- There are by-laws for the immovable: Yes  No
- If yes, a copy of the by-laws was given to the student before entering into the lease: Yes  No
- If yes, on \_\_\_\_\_  
Date when by-laws were given to the student

**Other services and conditions**


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**F****RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED  
AND THE LEASE MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)****Section to be completed where one or more of the situations described herein applies**

The student and the educational institution **may not apply to the Régie du logement** for the fixing of the rent or for the modification of another condition of the lease because

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

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

**If one of the 2 boxes above is ticked off**, and if the 5-year period has not yet expired, the student who objects to a modification in his lease requested by the educational institution, such as an increase in the rent, shall vacate the room upon termination of the lease (particulars Nos. 46 and 48).

**If neither of the 2 boxes is ticked off**, and if the student objects to a modification in his lease requested by the educational institution and wishes to continue to live in the room, the lease is then renewed. The educational institution may apply to the Régie du logement for the fixing of the conditions of the lease for its renewal (particulars Nos. 48 and 49).

**G**

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

**Mandatory notice to be given by the educational institution at the time the lease is entered into, except where section F is completed**

I hereby notify you that the lowest rent paid for your room during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was

\$ \_\_\_\_\_ per month  per week  other \_\_\_\_\_.

The property leased and the conditions of your lease are the same. Yes  No

If no, the following changes have been made (e.g., telephone added or removed):

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

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

If the new student pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.

If the educational institution did not give that notice at the time the lease was entered into, the new student may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new student may also make such application within 2 months of the day he becomes aware of a false statement in the notice.

**The text of the particulars in Part 2 is added to this first part.**

**H**

**SIGNATURES**

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of the educational institution's representative \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of student \_\_\_\_\_

**Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., surety, witness, etc.).**

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

**Within 10 days after entering into this lease, the educational institution must give the student a copy of both parts of the lease (art. 1895 C.C.Q.).**

**RÉGIE DU LOGEMENT**

Students and educational institutions may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.

## Part 2

## PARTICULARS

**General information**

These particulars describe most of the rights and obligations of students who are lessees and educational institutions that are lessors. They summarize the essential points of the law concerning leases, articles 1851 to 1983 of the *Civil Code of Québec* (C.C.Q.), particularly articles 1979 to 1983.

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

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

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

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

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

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

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

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

- performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the educational institution shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. If the educational institution is not a public body, it shall comply with the prescriptions of the *Act respecting the protection of personal information in the private sector*.

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

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

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

2. The by-laws of the immovable set out the rules to be observed in it. They pertain to the enjoyment, use and maintenance of the room and of the common premises.

If there are such by-laws, the educational institution must give the student a copy thereof before entering into the lease, so that they form part of the lease.

**Clauses of the lease**

3. The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease (particular No. 4).

The legal rules contained in particulars Nos. 22, 23, 51 and 52, *inter alia*, are suppletive, i.e., they apply if the parties do not decide otherwise.

4. Pursuant to article 1893 (C.C.Q.), clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1869, 1883, 1892 to 1939, 1941 to 1955, 1959 to 1961 and 1965 to 1983 of the Civil Code have no effect (are void).

For instance, no one may waive his right to maintain occupancy (art. 1936 C.C.Q.).

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

The following clauses are also without effect:

- a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the student liable for damage caused without his fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the student by reason of an increase in the number of occupants in the room, unless the size of the room warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
- a clause whereby the student acknowledges that the room is in habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the student fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the student to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

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

**Right to maintain occupancy**

6. The student has a personal right to maintain occupancy in his room (art. 1936 C.C.Q.). He may be evicted from his room only in the cases provided for by law, including

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

7. A student who rents a room in an educational institution is entitled to maintain occupancy for any period during which he is enrolled in the institution as a full-time student (art. 1979 C.C.Q.) (particular No. 8).

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

8. A student who wishes to avail himself of the right to maintain occupancy shall give 1 month's notice before the expiry of the lease (art. 1980 C.C.Q.) (particular No. 45).

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

10. Where a student ceases to be a full-time student, the educational institution may resiliate the lease by giving 1 month's notice.

However, the student may, within 1 month of receiving the resiliation notice, contest it on its merits by filing an application with the Régie du logement (art. 1982 C.C.Q.).

11. Where a student ceases to be a full-time student, he may likewise resiliate the lease by giving 1 month's notice (art. 1982 C.C.Q.).

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

#### **Change of lessor**

13. A new lessor is bound to respect the lease of the student (art. 1937 C.C.Q.).

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

#### **Delivery of room at beginning of lease**

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

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

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

#### **Payment of rent**

17. When entering into a lease, the educational institution may require payment of rent in advance for the first payment period (month or week). However, such advance payment may not exceed 1 month's rent (art. 1904 C.C.Q.).

18. The student shall pay his rent on the first day of each payment period (month or week), unless otherwise agreed. He is entitled to a receipt for such payment (arts. 1568, 1855 and 1903 C.C.Q.).

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

20. Payment shall be made at the place expressly or implicitly designated by the parties. If no place is so designated, payment shall be made at the domicile of the student (art. 1566 C.C.Q.).

21. Non-payment of the rent entitles the educational institution to obtain from the Court a condemnation forcing the student to pay it. Also, if the student is over 3 weeks late in paying his rent, the educational institution may obtain the resiliation of the lease.

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

#### **Enjoyment of premises**

22. The educational institution shall provide the student with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 3).

23. The student shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 3).

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

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

26. During the term of the lease, the educational institution and the student may not change the form or use of the room (art. 1856 C.C.Q.).

#### **Maintenance and repairs**

##### **Obligation of maintenance**

27. The educational institution is obligated to warrant the student that the room may be used for the purpose for which it was leased and to maintain the room for that

purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

28. The student shall keep the premises in clean condition. The educational institution shall restore the premises to clean condition after carrying out work in them (art. 1911 C.C.Q.).

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

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

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

##### **Urgent and necessary repairs**

32. The student shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains recourses, according to the circumstances, including the right to compensation in the case of temporary vacancy.

In the case of urgent repairs, the educational institution may require temporary vacancy, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

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

The educational institution may intervene to pursue the work.

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

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

34. The educational institution shall give notice to the student before undertaking in the leased premises major repairs or improvements that are not urgent. If temporary vacancy is necessary, it shall offer compensation equal to the reasonable expenses the student will have to incur during the work. Such compensation is payable to the student on the date the vacancy begins.

The notice shall indicate

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

The notice shall be given at least 10 days before the date on which the work is to begin, except where the student must vacate the room for more than 1 week. In such case, at least 3 months' notice is required.

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

However, if the notice does not require the student to vacate the premises temporarily or if the student agrees to vacate, the student may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

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

### Access to and visit of premises

- 35.** To exercise rights of access to the room, the educational institution and the student are bound to act in good faith:
- the student shall facilitate access to the room and shall not refuse access without justification;
  - the educational institution shall not abuse its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).
- 36.** The educational institution may, during the lease, have access to the room
- to ascertain its condition between 9:00 a.m. and 9:00 p.m.;
  - to show the premises to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
  - to carry out work in the premises between 7:00 a.m. and 7:00 p.m.
- In all 3 cases, the educational institution shall give the lessee 24 hours' notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 34).
- 37.** A student who has not given a notice of renewal of his lease (particular No. 45) or who exercises his right to resiliate the lease (particular No. 11) shall allow the educational institution to show the room to a prospective lessee during the month preceding the end of the lease. Visits shall take place between 9:00 a.m. and 9:00 p.m. A student shall also allow the institution to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

**38.** The student may require the presence of a representative of the educational institution during a visit to or a verification of his room (arts. 1932 and 2130 C.C.Q.).

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

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

Abuse of the right of access by the educational institution or unjustified denial of access by the student may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

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

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

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

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

**Exception:** Only the notice by the educational institution for the purpose of having access to the room may be given orally (particular No. 36).

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

### Renewal and modification of lease

#### Renewal of lease

**44.** The lease for a room in an educational institution is not renewed of right (automatically), unlike leases for other kinds of dwellings (art. 1941 C.C.Q.) (particulars Nos. 7, 8 and 9).

**45.** A student who wishes to avail himself of the right to maintain occupancy shall give notice 1 month before expiry of the lease of his intention to renew the lease.

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

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

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

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

- in the case of a room
  - between 10 and 20 days before the lease expires, regardless of its duration;
- in the case of a dwelling
  - between 1 and 2 months before the lease expires if its term is less than 12 months; or
  - between 3 and 6 months before the lease expires if its term is 12 months or more.

**47.** The educational institution shall, in that notice of modification, indicate to the student

- the modification or modifications requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent that will be determined by the Régie du logement;
- the time granted to the student to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

#### Reply to the notice of modification

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

**48.** A student who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the educational institution that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications.

If the student fails to reply, this means that he accepts the modifications requested by the educational institution. If the student refuses the modification, he is entitled to return to his room (particulars Nos. 7 and 45). However, the Régie du logement may be requested to set the conditions of renewal (particular No. 49).

**Exception:** Where Section F has been completed, a student who refuses the requested modification shall vacate the room for good upon termination of the lease.

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

**49.** The educational institution has 1 month, after receiving the reply of a student who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the educational institution does not file such application, the lease is renewed on the same conditions.

### Assignment and subleasing

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

### Surrender of room upon termination of the lease

(particular No. 3)

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

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

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

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



**MANDATORY LEASE FORM OF THE RÉGIE DU LOGEMENT**  

# LEASE

  
**FOR A DWELLING IN LOW-RENTAL HOUSING**

This lease comprises 2 parts.

**Part 1**

<b>A</b>		<b>BETWEEN</b>	
<b>the lessee</b>		<b>and the landlord (lessor)</b>	
Name _____		Name _____	
No. _____ Street _____ Apt. _____	No. _____ Street _____ Apt. _____		
Municipality _____ Postal code _____	Municipality _____ Postal code _____		
Telephone (domicile) _____ Telephone (other) _____	Telephone _____		
<b>the lessee</b>		Represented by	
Name _____		Name _____	
No. _____ Street _____ Apt. _____	No. _____ Street _____ Apt. _____	Position _____	
Municipality _____ Postal code _____	Municipality _____ Postal code _____	mandated for that purpose.	
Telephone (domicile) _____ Telephone (other) _____	Telephone _____		

- The term **landlord** used in the lease has the same meaning as the term **lessor** in the law.
- The names indicated in the lease shall be that of the lessee and that of the landlord or the name that the law authorizes them to use.
- The singular includes the plural.

<b>B</b>		<b>DESCRIPTION OF LEASED DWELLING</b>	
No. _____ Street _____	Apartment _____		
Municipality _____	Postal code _____		

<b>C</b>		<b>TERM OF LEASE AND RENT (art. 1851 C.C.Q.)</b>	
<b>Term</b>			
• The term of the lease is _____ beginning on _____ / _____ / _____ <small>(Specify weeks, months or years) day month year</small> and ending on _____ / _____ / _____ <small>(Usually the last day of a month) day month year</small>			
<b>Rent</b>			
• The lessee undertakes to pay the rent to the landlord in equal instalments of \$ _____ _____ on the first day of each month. The rent is the result of the application of the regulations respecting the rental conditions of dwellings in low-rental housing.			
• The rent will be payable as follows (terms and conditions and place of payment): _____ _____			
The landlord may not exact payment by means of a <b>postdated</b> cheque or other postdated instrument. He may not require that the lessee pay any amount of money other than the rent (e.g., deposit for keys) (art. 1904 C.C.Q.).			

<b>D</b>		<b>ACCESSORIES, DEPENDENCIES, SERVICES AND CONDITIONS</b>	
<b>By-laws of the immovable</b>			
• There are by-laws for the immovable: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, a copy of the by-laws was given to the lessee before entering into the lease: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, on _____ <small>Date when by-laws were given to lessee</small>			
<b>Accessories, dependencies, services and conditions</b> (other than those provided for in the rental conditions established by the by-laws) _____ _____ _____			

**E****ATTACHED DOCUMENTS**

The following attached documents are an integral part of this lease: \_\_\_\_\_  
 \_\_\_\_\_

**The text of the particulars in Part 2 is added to this first part.**

**F****SIGNATURES**

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of landlord's mandatary \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of lessee \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of lessee \_\_\_\_\_

**Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., another lessee, a witness, etc.).**

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

**Within 10 days after entering into the lease, the landlord must give the lessee a copy of both parts of the lease (art. 1895 C.C.Q.).**

**G****NOTICE OF FAMILY RESIDENCE (art. 403 C.C.Q.)**

A married lessee may not, without the written consent of his spouse, terminate his lease where the landlord has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to landlord**

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

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

## Part 2

## PARTICULARS

**General information**

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

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

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

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

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

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

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

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

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

- performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the landlord shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. Where the landlord is not a public agency, the landlord shall comply with the prescriptions of the *Act respecting the protection of personal information in the private sector*.

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

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

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

2. The rules to be observed in the immovable may be established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

If such by-laws exist, the landlord **must** give a copy of them to the lessee **before** entering into the lease so that the by-laws form a part of the lease.

**Clauses of the lease**

3. The landlord and the lessee may agree on various clauses, but they may not, by means of a clause in the lease, disregard the provisions of public order under a statute (particular No. 4) or those in the by-laws of the Société d'habitation du Québec.

The legal rules contained in particulars Nos. 21, 22 and 55 to 57, *inter alia*, are suppletive, i.e., they apply if the parties do not decide otherwise.

4. Pursuant to article 1893 (C.C.Q.), clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1869, 1883, 1892 to 1939, 1941 to 1944, 1946, 1948, 1956, 1959 to 1961, 1965 to 1978 and 1984 to 1995 of the Civil Code have no effect (art. void).

For instance,

- the lessee may not waive his right to maintain occupancy (art. 1936 C.C.Q.);
- the parties may not agree that the lessee may sublease his dwelling or assign his lease (art. 1995 C.C.Q.).

A person may not release himself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the landlord or releasing him from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without his fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants in the dwelling, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a clause whereby the lessee acknowledges that the dwelling is in habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

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

**Right to maintain occupancy**

6. Subject to the landlord's right to relocate the lessee (particular No. 53), the lessee has a **personal** right to maintain occupancy in his dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including the resiliation of the lease for failure to perform obligations (arts. 1863, 1971 and 1973 C.C.Q.).

7. The cessation of cohabitation or the death of a co-lessee does not abrogate the right of the other co-lessees to maintain occupancy.

The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.). However, such persons are not entitled to renewal of the lease if they no longer meet the conditions of allocation prescribed in the by-laws. The landlord may in such case resiliate the lease by giving notice thereof 3 months before termination of the lease. Such resiliation may be contested by applying to the Régie du logement within a period of 1 month from the time the notice is received, otherwise the lessee is deemed to have agreed to the resiliation (arts. 1991 and 1993 C.C.Q.).

8. Where a dwelling in low-rental housing is assigned following a false statement of the lessee, the landlord may, within 2 months after becoming aware of the false statement, apply to the Régie du logement for resiliation of the lease or the modification of certain conditions of the lease if, were it not for the false statement, he would not have assigned the dwelling to the lessee or would have done so on different conditions (art. 1988 C.C.Q.).

**Change of landlord**

9. The new landlord of an immovable is bound to respect the lease of the lessee. The lease is continued and may be renewed in the same manner as any other lease (art. 1937 C.C.Q.).

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

**Death**

11. A lease is not terminated by the death of the lessee (art. 1884 C.C.Q.). The lease may, however, be resiliated in certain cases by the succession (arts. 1938 and 1939 C.C.Q.). The landlord may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

**Delivery of dwelling at beginning of lease**

12. The landlord shall, on the date scheduled for delivering the dwelling, deliver the dwelling in a good state of repair in all respects. However, the lessee and the landlord may agree otherwise and agree on the work to be done and a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the landlord may not release himself from his obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

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

**Rent****Fixing of the rent** (art. 1992 C.C.Q.)

14. If the rent is not fixed in accordance with the by-laws of the Société d'habitation du Québec in respect of the rental conditions, the lessee may apply to the Régie du logement for a review of the rent within 2 months after it is fixed (particular No. 48).

**Reduction of rent during the term of the lease** (art. 1994 C.C.Q.)

15. During the term of the lease, the landlord shall, at the request of a lessee who has suffered a reduction of income or a change in the composition of his household, reduce the lessee's rent in accordance with the by-laws of the Société d'habitation du Québec. If the landlord refuses or neglects to do so, the lessee may apply to the Régie du logement for the reduction.

If the lessee's income returns to or becomes greater than what it was, the former rent is re-established; the lessee may contest the re-establishment of the rent by applying to the Régie du logement within 1 month after it is re-established.

**Payment of rent**

16. A lessee's first obligation is to pay the rent agreed upon. The lessee is entitled to a receipt for such payment (arts. 1568, 1855 and 1903 C.C.Q.).

17. The rent shall be paid at the domicile of the lessee, unless otherwise agreed (art. 1566 C.C.Q.).

18. Non-payment of the rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. If the lessee is over 3 weeks late in paying his rent, the landlord may obtain resiliation of the lease.

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

**Spouse's and co-lessee's liability****Married persons' liability** (art. 397 C.C.Q.)

19. A spouse who rents a dwelling for the usual needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the landlord of his or her unwillingness to be bound for the debt.

**Co-lessee's liability**

20. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, each of them being liable for his own share only (art. 1518 C.C.Q.).

However, the co-lessees and the landlord may agree that the liability will be solidary. In such case, each lessee may be held liable for all the obligations of the lease (art. 1523 C.C.Q.).

Solidarity between co-lessees is not presumed. It exists only where it is expressly stipulated in the lease (art. 1525 C.C.Q.).

**Enjoyment of premises**

21. The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 3).

22. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 3).

23. The lessee may not, without the consent of the landlord, use or keep in the dwelling a substance which constitutes a risk of fire or explosion and which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

24. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

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

26. During the term of the lease, the landlord and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

**Maintenance of dwelling and repairs****Obligation of maintenance**

27. The landlord is obligated to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

28. The lessee shall keep the dwelling in clean condition. The landlord shall restore the dwelling to clean condition after carrying out work in it (art. 1911 C.C.Q.).

29. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the landlord within a reasonable time (art. 1866 C.C.Q.).

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

31. A lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he shall inform the landlord of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

**Urgent and necessary repairs**

32. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains, according to the circumstances, recourses, including the right to compensation in the case of temporary vacancy.

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

33. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course.

The landlord may intervene to pursue the work.

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. He may withhold from his rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

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

34. The landlord shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, he shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable;
- the necessary period of vacancy;
- the compensation offered;
- any other conditions under which the work will be carried out if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

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

### Access to and visit of dwelling

35. To exercise rights of access to the dwelling, the landlord and the lessee are bound to act in good faith:

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

36. The landlord may, during the lease, have access to the dwelling

- to ascertain the condition of the dwelling between 9:00 a.m. and 9:00 p.m.;
- to show the dwelling to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
- to carry out work between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the landlord shall give the lessee 24-hour notice in writing or orally. In the case of major work, the time period for giving the notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 34).

37. A lessee who gives notice to the landlord of his intention to vacate the dwelling (particular No. 50) shall, from that time, allow the landlord to show the dwelling to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow him to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

38. The lessee may require the presence of the landlord or his representative during a visit to or a verification of his dwelling (arts. 1932 and 2130 C.C.Q.).

39. Except in case of emergency, the lessee may deny access to the dwelling if the conditions fixed by law are not met.

Where the lessee denies access to the dwelling for a reason other than those provided for by law, the landlord may obtain an order for access from the Régie du logement.

Abuse of the right of access by the landlord or unjustified denial of access by the lessee may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

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

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

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

42. Every notice relating to the lease, given by the landlord (e.g., notice of modification of the conditions of the lease) or by the lessee (e.g., notice of resiliation of a lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then.

**Exception:** Only the notice by the landlord for the purpose of having access to the dwelling may be given orally (particular No. 36).

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

### Renewal and modification of lease

#### Renewal of lease (art. 1941 C.C.Q.)

44. A lease with a fixed term is renewed of right when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

The landlord may not prevent the lease from being renewed, except in certain cases (particulars Nos. 6, 7 and 11). However, he may, with a view to the renewal, modify the conditions of the lease. To that end, he shall, in the case of a 12-month lease, give notice of the modification to the lessee between 3 and 6 months before term (art. 1942 C.C.Q.).

45. In the notice of modification, the landlord shall inform the lessee

- of his intention to modify the rent;
- of any other modification requested (arts. 1942 and 1992 C.C.Q.).

Except in the case of a notice of intention to modify the rent, the landlord shall also indicate the time granted to the lessee to contest the modification requested (art. 1943 C.C.Q.).

46. The lessee shall provide the landlord with the names of the persons living with him and with the required vouchers attesting to income. That information shall be provided within 1 month following the landlord's request (by-laws of the Société d'habitation du Québec in respect of rental conditions).

47. A lessee who has received a notice of modification of a condition in the lease other than the rent has 1 month after receiving that notice to apply to the Régie du logement for a ruling on the merits of the modification; otherwise, he is deemed to consent to the new conditions (art. 1993 C.C.Q.).

48. If the rent is not fixed in accordance with the by-laws of the Société d'habitation du Québec, the lessee may, within 2 months after the rent is fixed, apply to the Régie du logement for a review of the rent (arts. 1956 and 1992 C.C.Q.) (particular No. 14).

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

49. Where the landlord and the lessee agree on the modifications to be made to the lease (e.g., rent, other conditions), the landlord shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

### Resiliation of lease by the lessee

(art. 1995 C.C.Q.)

50. The lessee of a dwelling in low-rental housing may resiliate his lease at any time by giving prior notice of 3 months.

### Assignment and subleasing

(art. 1995 C.C.Q.)

51. The lessee of a dwelling in low-rental housing may not sublease his dwelling or assign his lease.

### Relocation of lessee

52. A lessee who occupies a dwelling of a category other than that to which he is entitled may apply to the landlord to have his name re-entered on the eligibility list (by-laws respecting the assignment of dwellings in low-rental housing).

If the landlord refuses to re-enter the lessee's name or enters it on the list for a category of dwelling other than that to which he is entitled, the lessee may apply to the Régie du logement to contest the landlord's refusal or the assignment of the dwelling (art. 1989 C.C.Q.).

**53.** If the lessee occupies a dwelling of a category other than that to which he is entitled, the landlord may at any time relocate him in a dwelling of the appropriate category, if he gives him 3 months' notice.

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

**54.** An applicant entered on the eligibility list and already residing in a dwelling in low-rental housing may be relocated if his safety or state of health or, where applicable, the safety or state of health of a member of his household so requires, in accordance with the criteria prescribed by a by-law of the landlord (by-laws respecting the assignment of dwellings in low-rental housing).

### **Surrender of dwelling upon termination of the lease**

(particular No. 3)

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

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

**56.** Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he received it, except for changes resulting from aging, fair wear and tear or superior force.

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

**57.** Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they cannot be removed without deteriorating the dwelling, the landlord may

- retain them by paying the value thereof; or
- compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to the original condition in which it was when the lessee received it, the landlord may retain them without compensation to the lessee (art. 1891 C.C.Q.).

## RÉGIE DU LOGEMENT

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.

**MANDATORY LEASE FORM OF THE RÉGIE DU LOGEMENT**  
**LEASE**  
**OF LAND INTENDED FOR THE INSTALLATION OF A MOBILE HOME**

**A** BETWEEN

<p><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>	<p><b>and the landlord (lessor)</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>
<p><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>	<p>Where applicable, represented by</p> <p>Name _____</p> <p>Position _____</p> <p>mandated for that purpose.</p>

- The term **landlord** used in the lease has the same meaning as the term lessor in the law.
- The names indicated in the lease shall be that of the lessee and that of the landlord or the name that the law authorizes them to use.
- The singular includes the plural.

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

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

Municipality \_\_\_\_\_ Postal code \_\_\_\_\_

Site No. \_\_\_\_\_ Size of the land \_\_\_\_\_

The land is leased for residential purposes only. Yes  No

If not, for combined purposes of housing and \_\_\_\_\_  
Specify

but no more than one-third of the total area will be used for that second purpose (art. 1892 C.C.Q.).

Utility shed/storage space  Specify \_\_\_\_\_

**Other accessories and dependencies**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The parties should make a description of the **condition of the premises** at the time of the delivery of the land (art. 1890 C.C.Q.).

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

**Fixed term lease**

• The term of the lease is \_\_\_\_\_ beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Specify weeks, months or years day month year

and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(usually the last day of a month) day month year

**or**

**Indeterminate term lease**

• The term of the lease is indeterminate, beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Specify weeks, months or years day month year

Whether the term of a lease is fixed or indeterminate, the landlord **may not** terminate the lease (except in the cases provided for by law) (particulars Nos. 5 and 9).

**D****RENT** (arts. 1903 and 1904 C.C.Q.)

The **rent** is payable in equal instalments not exceeding 1 month's rent, except the last instalment which may be less. The landlord may not exact any other amount of money from the lessee (e.g., deposit for keys).

- The rent is \$ \_\_\_\_\_ per month  per week   
other \_\_\_\_\_, for a total of \$ \_\_\_\_\_  
\_\_\_\_\_ for the full term of the lease (if it is a fixed term lease).

**Date of payment**

The landlord may require advance payment of the rent only for the **first payment period** (the first month, the first week or other). The advance payment may not exceed 1 month's rent. As to the **other instalments**, rent is payable only on the **first day** of each payment period (month, week or other), unless otherwise agreed.

- The rent for the **first payment period** will be paid in whole, on \_\_\_\_\_ day / month / year  
or in part, that is \$ \_\_\_\_\_, on \_\_\_\_\_ day / month / year  
and \$ \_\_\_\_\_, on \_\_\_\_\_ day / month / year  
Specify the amount
- Payment of the rent for the **other payment periods** will be made on the 1st day of the month   
of the week  other \_\_\_\_\_.

**Method of payment**

The landlord may not require payment by means of a **postdated** cheque or other postdated instrument.

- Rent is payable in accordance with the following method of payment:  
by cheque  in cash  other method of payment \_\_\_\_\_

**Place of payment**

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

- Rent will be payable at \_\_\_\_\_  
Place of payment - specify if by mail

**Proof of payment**

The lessee is entitled to a receipt for the payment of his rent (art. 1568 C.C.Q.).

**E****SERVICES AND CONDITIONS****By-laws of the mobile home park** (art. 1894 C.C.Q.)

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

If such by-laws exist, the landlord **must** give a copy of them to the lessee **before** entering into the lease so that the by-laws form a part of the lease.

- There are by-laws for the mobile home park: Yes  No
- If yes, a copy of the by-laws was given to the lessee before entering into the lease: Yes  No
- If yes, on \_\_\_\_\_  
Date when by-laws were given to lessee

**Works and repairs**

On the date fixed for the delivery of the land, the landlord must deliver it in a good state of repair in all respects. However, the lessee and the landlord may agree otherwise and agree on the work to be done and a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the landlord may not release himself from his obligation to deliver the land, its accessories and dependencies in clean condition and to deliver and maintain the land in accordance with the development standards prescribed by law (arts. 1892, 1893, 1910, 1911 and 1996 C.C.Q.).

- Where applicable, the work to be carried out by the landlord is as follows:
  - before the delivery of the land  
\_\_\_\_\_  
\_\_\_\_\_
  - during the lease  
\_\_\_\_\_  
\_\_\_\_\_



**E SERVICES AND CONDITIONS (cont.)**

**Services and conditions**

- The lessee has the right to keep one or more animals. Yes  No

Specifications or limitations \_\_\_\_\_

- Other (e.g., water and sewer services, snow removal, plantations)

\_\_\_\_\_

\_\_\_\_\_

- The telephone number of the park supervisor or the person to contact in case of need is \_\_\_\_\_

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

**Section to be completed where one or more of the situations described herein applies**

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

- the land is leased by a housing cooperative to one of its members.
- the land was developed for residential purposes 5 years ago or less, namely on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year.

or

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

Date of conversion \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ year.

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

**If one of the 3 boxes above is ticked off**, and the situation described therein persists, the lessee who objects to a modification in his lease requested by the landlord, such as an increase in the rent, shall vacate the land upon termination of the lease (particulars Nos. 39 and 41).

**If none of the 3 boxes is ticked off**, and if the lessee objects to a modification in his lease requested by the landlord and wishes to continue to lease the land, the lease is then renewed. The landlord may apply to the Régie du logement for the fixing of the conditions of the lease for its renewal (particulars Nos. 41 and 42).

**G NOTICE TO A NEW LESSEE OR SUBLESSEE (arts. 1896 and 1950 C.C.O.)**

**Mandatory notice to be given by the landlord or sublessor at the time the lease is entered into, except when section F is completed.**

I hereby notify you that the lowest rent paid for your land during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was \$ \_\_\_\_\_ per month  per week  other \_\_\_\_\_.

The property leased and the conditions of your lease are the same. Yes  No

If no, the following changes have been made (e.g., addition of a pool):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature of the landlord or sublessor \_\_\_\_\_

If the new lessee or sublessee pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.

If the landlord or sublessor did not give that notice at the time the lease was entered into, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new lessee or sublessee may also make such application within 2 months of the day he becomes aware of a false statement in the notice.

**H****SIGNATURES**

Place of signature	Date	Signature of landlord (or of his mandatary)
Place of signature	Date	Signature of lessee
Place of signature	Date	Signature of lessee

**Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., another lessee, another landlord, surety, witness, etc.).**

Name	Address	Capacity
Place of signature	Date	Signature
Name	Address	Capacity
Place of signature	Date	Signature

**Within 10 days after entering into the lease, the landlord must give the lessee a copy of the lease (art. 1895 C.C.Q.).**

**I****NOTICE OF FAMILY RESIDENCE (art. 403 C.C.Q.)**

A married lessee may not, without the written consent of his spouse, sublease his land, transfer his lease or terminate his lease where the landlord has been notified, by either of the spouses, that the land leased is used to establish the family residence.

**Notice to landlord**

I hereby declare that I am married to \_\_\_\_\_ . I hereby notify you that the  
Name of spouse  
 land covered by the lease will be used to establish the family residence.

\_\_\_\_\_

\_\_\_\_\_

Date

Signature of lessee or spouse

**RÉGIE DU LOGEMENT**

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.

## PARTICULARS

### General information

These particulars describe most of the rights and obligations of lessees and landlords. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the *Civil Code of Québec* (C.C.Q.), and more particularly articles 1996 to 2000.

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

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

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

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

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

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

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

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

- performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the landlord shall comply with the prescriptions of the *Act respecting the protection of personal information in the private sector*.

### Entering into the lease

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

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

#### Clauses of the lease

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

The legal rules contained in particulars Nos. 13, 14 and 52 to 54 are suppletive, i.e., they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 (C.C.Q.), clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1996 to 2000 of the Civil Code have no effect (are void).

For instance, no one may, in the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
- waive his right to sublease his land or to assign his lease (art. 1870 C.C.Q.).

A person may not release himself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the landlord or releasing him from an obligation (art. 1900 C.C.Q.);
  - a clause that renders the lessee liable for damage caused without his fault (art. 1900 C.C.Q.);
  - a clause that modifies the rights of the lessee by reason of an increase in the number of occupants of the land, unless the size of the land warrants it (art. 1900 C.C.Q.);
  - a clause providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
  - a clause in a lease of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
  - a clause whereby the lessee acknowledges that the land conforms to the development standards prescribed by law (art. 1996 C.C.Q.);
  - a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
  - a clause limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).
4. The lessee may also apply to the Court to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

### Right to maintain occupancy

5. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a **personal right to maintain occupancy on his land** (art. 1936 C.C.Q.). He may be evicted from his land only in the cases provided for by law, including
- the repossession of the land (particular No. 45);
  - the resiliation of the lease (art. 1863 C.C.Q.);
  - subleasing for more than 12 months (art. 1944 C.C.Q.);
  - division, substantial enlargement or change of destination of the land (art. 1959 C.C.Q.).
6. The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.).

However, those persons are not considered as new lessees (art. 1951 C.C.Q.) (Section G, Notice to a new lessee or sublessee).

### Change of landlord

7. The new landlord of a mobile home park is bound to respect the lease of the lessee. The lease is continued and may be renewed in the same manner as any other lease (art. 1937 C.C.Q.).

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

### Death

9. A lease is not terminated by the death of the landlord or the lessee (art. 1884 C.C.Q.). The lease may, however, be resiliated in certain cases by the succession (arts. 1938 and 1939 C.C.Q.). The landlord may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

### Non-payment of rent

10. Non-payment of rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the resiliation of the lease.

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

### Spouse's and co-lessee's liability

**Married persons' liability** (art. 397 C.C.Q.)

11. A spouse who rents land for the usual needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the landlord of his or her unwillingness to be bound for the debt.

### Co-lessee's liability

12. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, each of them being liable for his own share only (art. 1518 C.C.Q.).

However, the co-lessees and the landlord may agree that the liability will be solidary. In such case, each lessee may be held liable for all the obligations of the lease (art. 1323 C.C.Q.).

Solidarity between co-lessees is not presumed. It exists only where it is expressly stipulated in the lease (art. 1525 C.C.Q.).

### Enjoyment of premises

**13.** The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 2).

**14.** The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 2).

**15.** The lessee may not, without the consent of the landlord, use or keep on the land a substance which constitutes a risk of fire or explosion and which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

**16.** The occupants of the land shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

**17.** The lessee and the persons he allows to use or to have access to his land shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

**18.** During the term of the lease, the landlord and the lessee may not change the form or use of the land (art. 1856 C.C.Q.).

### Maintenance of the land and repairs

#### Obligation of maintenance

**19.** The landlord is obligated to warrant the lessee that the land may be used for the purpose for which it was leased and to maintain the land for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

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

**21.** A lessee who becomes aware of a serious defect or deterioration of the land shall inform the landlord within a reasonable time (art. 1866 C.C.Q.).

**22.** The statutes and regulations respecting the safety, maintenance or standards of habitability and sanitation of a mobile home park shall be considered as obligations under the lease (art. 1912 C.C.Q.).

#### Land unfit for habitation

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

**24.** The lessee may abandon his land if it becomes unfit for habitation. In such case, he shall inform the landlord of the condition of the land before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

#### Urgent and necessary repairs

**25.** The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains, according to the circumstances, recourses, including the right to compensation in the case of temporary vacancy.

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

**26.** The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course.

The landlord may intervene to pursue the work.

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. He may withhold from his rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

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

**27.** The landlord shall give notice to the lessee before undertaking on the land major repairs or improvements that are not urgent. If temporary vacancy is necessary, he

shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable;
- the necessary period of vacancy;
- the compensation offered;
- any other conditions under which the work will be carried out if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the land for more than 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the land temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the land temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

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

#### Access to and visit of land

**28.** To exercise rights of access to the land, the landlord and the lessee are bound to act in good faith:

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

**29.** The landlord may, during the lease, have access to the land

- to ascertain the condition of the land between 9:00 a.m. and 9:00 p.m.;
- to show the land to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
- to carry out work between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the landlord shall give the lessee 24-hour notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 27).

**30.** A lessee who gives notice to the landlord of his intention to vacate the land (particulars Nos. 38, 41 and 51) shall, from that time, allow the landlord to show the land to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow him to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

**31.** The lessee may require the presence of the landlord or his representative during a visit to or a verification of his land (arts. 1932 and 2130 C.C.Q.).

**32.** Except in case of emergency, the lessee may deny access to the land if the conditions fixed by law are not satisfied.

Where the lessee denies access to the land for a reason other than those provided for by law, the landlord may obtain an order for access from the Régie du logement.

Abuse of the right of access by the landlord or unjustified denial of access by the lessee may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

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

**34.** The landlord may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national committee or the authorized representative of either from having access to the mobile home park or the land for the purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

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

**35.** Every notice relating to the lease, given by the landlord (e.g., notice of modification in the lease to increase the rent) or by the lessee (e.g., notice of non-renewal of a lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then.

**Exception:** Only the notice by the landlord for the purpose of having access to the land may be given orally (particular No. 29).

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

**Renewal and modification of lease****Renewal of lease** (art. 1941 C.C.Q.)

**37.** A lease with a fixed term is renewed of right when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

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

The landlord may not prevent the lease from being renewed, except in certain cases (particulars Nos. 5 and 9). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 39 and 40).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particulars Nos. 38 and 41).

**Non-renewal of lease by the lessee** (arts. 1942, 1945 and 1946 C.C.Q.)

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

**Modification of lease**

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

**40.** The landlord shall, in that notice of modification, indicate to the lessee

- the modification or modifications requested;
- the new term of the lease, if he wishes to change it;
- the new rent in dollars or the increase requested, in dollars or as a percentage, if he wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent that will be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

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

**41.** A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the landlord that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications; or
- will vacate the land upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the landlord. If the lessee refuses the modification, he is entitled to remain on the land because his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 42).

**Exception:** Where Section F has been completed, a lessee who refuses the requested modification shall vacate the land upon termination of the lease.

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

**42.** The landlord has 1 month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (**Table B**). If the landlord does not file such application, the lease is renewed on the same conditions, except for the term of the lease, which may not be longer than 12 months.

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

**43.** Where the landlord and the lessee agree on the modifications to be made to the lease (e.g., rent, term), the landlord shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

**Contestation of adjustment of rent** (art. 1949 C.C.Q.)

**44.** Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord may contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within 1 month following the date on which the adjustment is to take effect.

**Repossession of land** (arts. 1957, 1958, 1960 to 1964 and 1967 to 1970 C.C.Q.)

**45.** Where the lessor of the land is the landlord, he may repossess the land in order to live on it or to allow one of the beneficiaries provided for by law to live on it.

If the mobile home park belongs to more than 1 person, the land may generally be repossessed only if there is only 1 other co-owner who is the spouse or concubinary of the other (e.g., co-owners who are brother and sister may not repossess the land).

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

Beneficiaries may be

- the landlord, his father, mother, children or any other relative or person connected by marriage of whom he is the main support;
- the spouse from whom he is separated or divorced if he remains the main support of his spouse.

To repossess the land, the lessor shall give notice within the prescribed time periods. The steps for the repossession of the land and the time periods for the notices are presented in **Table C**.

The notice shall contain the following:

- he name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the landlord, if any;
- the date fixed for the repossession.

**Assignment and subleasing**

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

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

**47.** The lessee is entitled to assign his lease or to sublease his land. The lessee shall, however, other than in the circumstances described in particular No. 57, obtain the landlord's consent. The landlord may not, however, refuse to give his consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

**48.** Subject to particular No. 57, the lessee shall give the landlord notice of his intention to assign his lease or to sublease the land. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the land (art. 1870 C.C.Q.).

If he refuses, the landlord shall inform the lessee of his reasons for refusing within 15 days after receiving the notice. Otherwise, the landlord is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

**49.** A landlord who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

**50.** The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the land before receiving notice of 10 days to that effect from the sublessor or, failing him, from the landlord (art. 1940 C.C.Q.) (particular No. 51).

**Resiliation of lease by the lessee**

(art. 1974 C.C.Q.)

- 51.** A lessee may resiliate his lease if
- he is allocated a dwelling in low-rental housing; or

- he can no longer occupy the land because of a handicap, or
- in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the sending of a notice to the landlord, with an attestation from the authority concerned, or 1 month after the notice if the lease is a lease with an indeterminate term or for less than 12 months.

#### Surrender of land upon termination of the lease

(particular No. 2)

**52.** The lessee shall vacate the land upon termination of the lease; no grace period is provided for by law.

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

**53.** Upon termination of the lease, the lessee shall surrender the land in the condition in which he received it, except for changes resulting from aging, fair wear and tear or superior force.

The condition of the land may be established by the description made or the photographs taken by the lessee and the landlord, otherwise the lessee is presumed to have received the land in good condition (art. 1890 C.C.Q.).

**54.** Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If

they cannot be removed without deteriorating the land, the landlord may

- retain them by paying the value thereof; or
- compel the lessee to remove them and to restore the land to the condition in which it was when he received it.

Where the land cannot be restored to the original condition in which it was when the lessee received it, the landlord may retain them without compensation to the lessee (art. 1891 C.C.Q.).

#### Mobile home situated on land

**55.** The lessor of the land may not

- require that he, the lessor, remove the mobile home of the lessee;
- limit the right of the lessee to replace his mobile home by another mobile home of his choice;
- limit the right of the lessee to alienate or lease his mobile home;
- require that he, the lessor, act as the mandatary or that he select the person to act as the mandatary of the lessee for the alienation or lease of the mobile home;
- require any amount of money from the lessee by reason of the alienation or lease of the mobile home, unless he acts as the mandatary of the lessee (arts. 1997 to 1999 C.C.Q.).

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

**57.** The acquirer of the mobile home becomes the lessee of the land unless he notifies the landlord of his intention to leave the land within one month after the acquisition (art. 2000 C.C.Q.).

Table A

#### Non-renewal of lease by the lessee: periods for giving notice (arts. 1942, 1945 and 1946 C.C.Q.)

	Lessee who has not received a notice of modification of the lease	Lessee who has received a notice of modification of the lease
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	Within 1 month after receiving the landlord's notice
<b>Lease of less than 12 months</b>	Between 1 and 2 months before term	
<b>Lease with an indeterminate term</b>	Between 1 and 2 months before desired term	

Table B

#### Steps to modify the lease and periods for giving notice (arts. 1942, 1945 and 1947 C.C.Q.)

	1st step: Notice by landlord	2nd step: Lessee's reply	3rd step: Application to the Régie du logement by landlord
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	Within 1 month after receiving the notice of modification. If the lessee fails to reply, he is deemed to have accepted the requested modification.	Within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.
<b>Lease of less than 12 months</b>	Between 1 and 2 months before term		
<b>Lease with an indeterminate term</b>	Between 1 and 2 months before desired modification		

Table C

#### Steps for repossessing the land and periods for giving notice (arts. 1960, 1962 and 1963 C.C.Q.)

	1st step: Notice by landlord	2nd step: Lessee's reply	3rd step: Application to the Régie du logement by landlord
<b>Lease of more than 6 months</b>	6 months before term	Within 1 month after receiving the landlord's notice. If the lessee fails to reply, he is deemed to have refused to vacate the land.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
<b>Lease of 6 months or less</b>	1 month before term		
<b>Lease with an indeterminate term</b>	6 months before intended date of repossession of the land		

**MANDATORY LEASE FORM OF THE RÉGIE DU LOGEMENT**  
**LEASE**  
**OF A DWELLING IN A COOPERATIVE**

**A** BETWEEN

<p style="text-align: center;"><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ (other) _____</p> <p>Member of the cooperative: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="text-align: center;"><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ (other) _____</p> <p>Member of the cooperative: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p style="text-align: center;"><b>and the lessor, hereinafter referred to as the cooperative</b></p> <p>Name of the cooperative _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone _____</p> <p>Represented by</p> <p>Name _____</p> <p>Position _____</p> <p>mandated for that purpose.</p>
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- The names indicated in the lease shall be that of the lessee and that of the cooperative or the name that the law authorizes them to use.  
 - The singular includes the plural.

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

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

Municipality \_\_\_\_\_ Postal code \_\_\_\_\_

Number of rooms \_\_\_\_\_

Outdoor parking  Number of places \_\_\_\_\_ Parking spaces \_\_\_\_\_

Indoor parking  Number of places \_\_\_\_\_ Parking spaces \_\_\_\_\_

Locker/storage space  Specify \_\_\_\_\_

Other \_\_\_\_\_

The parties should make a description of the **condition of the premises** at the time of the delivery of the dwelling (art. 1890 C.C.Q.).

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

**Fixed term lease**

• The term of the lease is \_\_\_\_\_ beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Specify weeks, months or years day month year

and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(usually the last day of a month) day month year

**or**

**Indeterminate term lease**

• The term of the lease is indeterminate, beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year

Whether the term of the lease is fixed or indeterminate, the cooperative **may not** terminate the lease (except in the cases provided for by law) (particulars Nos. 5 and 9).

**D** RENT (arts. 1903 and 1904 C.C.Q.)

The **rent** is payable in equal instalments not exceeding 1 month's rent except the last instalment which may be less. The cooperative may not exact any other amount of money from the lessee (e.g., deposit for keys).

• The rent is \$ \_\_\_\_\_ per month  per week

other \_\_\_\_\_, for a total amount of \$ \_\_\_\_\_

\_\_\_\_\_ for the full term of the lease (if it is a fixed term lease).

**D RENT (arts. 1903 and 1904 C.C.Q.) (cont.)**

**Date of payment**

The cooperative may require advance payment of the rent only for the **first payment period** (the first month, the first week or other). The advance payment may not exceed 1 month's rent. As to the **other instalments**, rent is payable only on the **first day** of each payment period (month, week or other), unless otherwise agreed.

- The rent for the **first payment period** will be paid in whole, on \_\_\_\_\_ day / month / year  
 or in part, that is \$ \_\_\_\_\_, on \_\_\_\_\_ day / month / year  
Specify the amount
- Payment of the rent for the **other payment periods** will be made on the 1st day of the month   
 of the week  other \_\_\_\_\_.

**Method of payment**

The cooperative may not require payment by means of a **postdated** cheque or other postdated instrument.

- Rent is payable in accordance with the following method of payment:  
 by cheque  in cash  other method of payment \_\_\_\_\_

**Place of payment**

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

- Rent will be payable at \_\_\_\_\_  
Place of payment - specify if by mail

**Proof of payment**

The lessee is entitled to a receipt for the payment of his rent (art. 1568 C.C.Q.).

**E SERVICES AND CONDITIONS**

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

The rules to be observed in the immovable may be established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

If such by-laws exist, the cooperative **must** give a copy of them to the lessee **before** entering into the lease so that the by-laws form a part of the lease.

- There are by-laws for the immovable: Yes  No
- If yes, a copy of the by-laws was given to the lessee before entering into the lease: Yes  No
- If yes, on \_\_\_\_\_  
Date when by-laws were given to lessee

**Works and repairs**

On the date fixed for the delivery of the dwelling, the cooperative must deliver it in a good state of repair in all respects. However, the lessee and the cooperative may agree otherwise and agree on the work to be done and a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

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

- Where applicable, the work to be carried out by the cooperative is as follows:  
 - before the delivery of the dwelling  
 \_\_\_\_\_  
 \_\_\_\_\_  
 - during the lease  
 \_\_\_\_\_  
 \_\_\_\_\_

**Janitorial service** Yes  No

- Specify \_\_\_\_\_
- The telephone number of the janitor or person to contact in case of need is \_\_\_\_\_

**Services, taxes and consumption costs**

• Will be borne	<b>by the cooperative</b>	<b>of the lessee</b>		<b>by the cooperative</b>	<b>of the lessee</b>
Heating of dwelling	_____	_____		Snow removal	_____
Hot water	_____	_____		parking area	_____
Electricity	_____	_____		balcony	_____
Water tax	_____	_____		entrance	_____
				stairs	_____



**E****SERVICES AND CONDITIONS (cont.)****Conditions**

- The lessee has a right of access to the land. Yes  No

Specifications or limitations \_\_\_\_\_

- The lessee has the right to keep one or more animals. Yes  No

Specifications or limitations \_\_\_\_\_

**Other services and conditions**

\_\_\_\_\_

\_\_\_\_\_

**F****RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)****Section to be completed where one or more of the situations described herein applies**

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

- the dwelling is leased by a housing cooperative to one of its members.
- the dwelling is located in an immovable erected 5 years ago or less. The immovable became ready for habitation on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year
- or**
- the dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made 5 years ago or less (e.g., school converted into dwellings). The immovable became ready for habitation on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year

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

**If one of the 3 boxes above is ticked off**, and if the situation described therein persists, the lessee who objects to a modification in his lease requested by the cooperative, such as an increase in the rent, shall vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).

**If none of the 3 boxes is ticked off**, and if the lessee objects to a modification in his lease requested by the cooperative and wishes to continue to live in the dwelling, the lease is then renewed. The cooperative may apply to the Régie du logement for the fixing of the conditions of the lease for its renewal (particulars Nos. 41 and 42).

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

**A cooperative is not required to give this notice where it leases a dwelling to a member or where the dwelling is located in an immovable erected or converted 5 years ago or less, if it indicates that fact in Section F. In such a case, the lessee may not apply to the Régie du logement to have his rent fixed.**

**In other cases:****Mandatory notice to be given by the cooperative at the time the lease is entered into.**

I hereby notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was

\$ \_\_\_\_\_ per month  per week  other \_\_\_\_\_

The property leased and the conditions of your lease are the same. Yes  No

If no, the following changes have been made (e.g., addition of parking, heating to be paid by the lessee):

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature of the mandatary of the cooperative \_\_\_\_\_

If the new lessee pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.

If the cooperative did not give that notice at the time the lease was entered into, the new lessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.

The new lessee may also make such application within 2 months of the day he becomes aware of a false statement in the notice.

**H****SIGNATURES**

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of the mandatary of the cooperative \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of lessee \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature of lessee \_\_\_\_\_

**Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., another lessee, surety, witness, etc.).**

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Capacity \_\_\_\_\_

Place of signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

**Within 10 days after entering into the lease, the cooperative must give the lessee a copy of the lease (art. 1895 C.C.Q.).**

**I****NOTICE OF FAMILY RESIDENCE (art. 403 C.C.Q.)**

A married lessee may not, without the written consent of his spouse, sublease his dwelling, transfer his lease or terminate his lease where the cooperative has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to cooperative**

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

\_\_\_\_\_ Date \_\_\_\_\_

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

**RÉGIE DU LOGEMENT**

Lessees and lessors may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.

## PARTICULARS

**General information**

These particulars describe most of the rights and obligations of lessees and housing cooperatives. They summarize the essential points of the law concerning leases, articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.).

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

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

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

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

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

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

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

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

- performance of the obligation;
- deposit of the rent;
- reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the cooperative shall comply with the prescriptions of the *Act respecting the protection of personal information in the private sector*.

Please note that specific rules, which are not mentioned in these particulars, apply to the lease of a dwelling in low-rental housing within the meaning of article 1984 2nd par. of the Civil Code, where this form must be used.

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

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

**Clauses of the lease**

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

The legal rules contained in particulars Nos. 13, 14 and 51 to 53 are suppletive, i.e., they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 (C.C.Q.), clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858,

1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1984 to 1995 of the Civil Code have no effect (are void).

For instance, no one may, in the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
- waive his right to sublease his dwelling (art. 1870 C.C.Q.).

A person may not release himself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the cooperative or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without his fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants in the dwelling, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
- a clause whereby the lessee acknowledges that the dwelling is in habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

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

**Right to maintain occupancy**

5. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a **personal right to maintain occupancy** in his dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including

- resiliation of the lease (art. 1863 C.C.Q.);
- subleasing for more than 12 months (art. 1944 C.C.Q.);
- division or substantial enlargement of the dwelling (art. 1959 C.C.Q.).

6. The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.).

However, those persons are not considered as new lessees (art. 1951 C.C.Q.) (Section G, Notice to a new lessee).

**Change of lessor**

7. The new lessor of an immovable is bound to respect the lease of the lessee. The lease is continued and may be renewed in the same manner as any other lease (art. 1937 C.C.Q.).

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

**Death**

9. A lease is not terminated by the death of the lessee (art. 1884 C.C.Q.). The lease may, however, be resiliated in certain cases by the succession (arts. 1938 and 1939 C.C.Q.). The cooperative may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

**Non-payment of rent**

10. Non-payment of rent entitles the cooperative to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the cooperative may obtain the resiliation of the lease.

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

## Spouse's and co-lessee's liability

### Married persons' liability (art. 397 C.C.Q.)

11. A spouse who rents a dwelling for the usual needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the cooperative of his or her unwillingness to be bound for the debt.

### Co-lessee's liability

12. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, each of them being liable for his own share only (art. 1518 C.C.Q.).

However, the co-lessees and the cooperative may agree that the liability will be solidary. In such case, each lessee may be held liable for all the obligations of the lease (art. 1523 C.C.Q.).

Solidarity between co-lessees is not presumed. It exists only where it is expressly stipulated in the lease (art. 1525 C.C.Q.).

## Enjoyment of premises

13. The cooperative shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 2).

14. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 2).

15. The lessee may not, without the consent of the cooperative, use or keep in the dwelling a substance which constitutes a risk of fire or explosion and which would lead to an increase in the insurance premiums of the cooperative (art. 1919 C.C.Q.).

16. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

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

18. During the term of the lease, the cooperative and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

## Maintenance of dwelling and repairs

### Obligation of maintenance

19. The cooperative is obligated to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

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

21. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the cooperative within a reasonable time (art. 1866 C.C.Q.).

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

### Dwelling unfit for habitation

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

24. The lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he shall inform the cooperative of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

### Urgent and necessary repairs

25. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains, according to the circumstances, recourses, including the right to compensation in the case of temporary vacancy.

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

26. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he has informed or attempted to inform the cooperative of the situation and if the latter has not acted in due course.

The cooperative may intervene to pursue the work itself.

The lessee shall render an account to the cooperative of repairs undertaken and expenses incurred and shall deliver to it the invoices. He may withhold from his rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

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

27. The cooperative shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, it shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable;
- the necessary period of vacancy;
- the compensation offered;
- any other conditions under which the work will be carried out if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the cooperative may, within 10 days of such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

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

## Access to and visit of dwelling

28. To exercise rights of access to the dwelling, the cooperative and the lessee are bound to act in good faith:

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

29. The cooperative may, during the lease, have access to the dwelling

- to ascertain the condition of the dwelling between 9:00 a.m. and 9:00 p.m.;
- to show the dwelling to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
- to carry out work between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the cooperative shall give the lessee 24 hour's notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 27).

30. A lessee who gives notice to the cooperative of his intention to vacate the dwelling (particulars Nos. 38, 41 and 50) shall, from that time, allow the cooperative to show the dwelling to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow it to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

31. The lessee may require the presence of the representative of the cooperative during a visit to or a verification of his dwelling (arts. 1932 and 2130 C.C.Q.).

**32.** Except in case of emergency, the lessee may deny access to the dwelling if the conditions fixed by law are not satisfied.

Where the lessee denies access to the dwelling for a reason other than those provided for by law, the cooperative may obtain an order for access from the Régie du logement.

Abuse of the right of access by the cooperative or unjustified denial of access by the lessee may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

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

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

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

**35.** Every notice relating to the lease, given by the cooperative (e.g., notice of modification in the lease to increase the rent) or by the lessee (e.g., notice of non-renewal of a lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then.

**Exception:** Only the notice by the cooperative for the purpose of having access to the dwelling may be given orally (particular No. 29).

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

### Renewal and modification of lease

#### Renewal of lease (art. 1941 C.C.Q.)

**37.** A lease with a fixed term is renewed of right when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

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

The cooperative may not prevent the lease from being renewed, except in certain cases (particulars Nos. 5 and 9). However, it may, with a view to the renewal, modify the lease, provided that it gives notice to the lessee (particulars Nos. 39 and 40).

The lessee may avoid such renewal, provided that it gives notice to the cooperative (particulars Nos. 38 and 41).

#### Non-renewal of lease by the lessee (arts. 1942, 1945 and 1946 C.C.Q.)

**38.** A lessee who wishes to vacate the dwelling upon termination of his lease with a fixed term, or to terminate his lease with an indeterminate term, shall give notice to the cooperative or reply to the cooperative's notice within the time periods indicated in Table A.

#### Modification of lease

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

**40.** The cooperative shall, in that notice of modification, indicate to the lessee

- the modification or modifications requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or the increase requested, in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent that will be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

### Reply to the notice of modification

(art. 1945 C.C.Q.)

**41.** A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the cooperative that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications; or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the cooperative. Where the lessee is a member of the cooperative or where the immovable was erected or transformed 5 years ago or less, and where Section F has been completed, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

In other cases, if the lessee refuses the modification, he is entitled to remain in his dwelling because his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 42).

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

**42.** The Régie du logement may not modify the conditions of the lease where the cooperative leases the dwelling to a member or where the dwelling is located in an immovable erected or transformed 5 years ago or less and where it is mentioned in Section F (particular No. 41).

In other cases, the cooperative has 1 month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (Table B). If the cooperative does not file such application, the lease is renewed on the same conditions, except for the term of the lease, which may not be longer than 12 months.

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

**43.** Where the cooperative and the lessee agree on the modifications to be made to the lease (e.g., rent, term), the cooperative shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

#### Contestation of adjustment of rent

(art. 1949 C.C.Q.)

**44.** Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the cooperative may not contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed where the lessee is a member of the cooperative or where the dwelling is located in an immovable erected or transformed 5 years ago or less and where it is mentioned in Section F.

In other cases, an application for that purpose may be filed with the Régie du logement within 1 month following the date on which the adjustment is to take effect.

### Assignment and subleasing

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

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

**46.** The lessee is entitled to assign his lease or to sublease his dwelling with the cooperative's consent. However, the latter may not refuse to give his consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

**47.** The lessee shall give the cooperative notice of his intention to assign his lease or to sublease the dwelling. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the dwelling (art. 1870 C.C.Q.).

If it refuses, the cooperative shall inform the lessee of its reasons for refusing within 15 days after receiving the notice. Otherwise, the cooperative is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

**48.** A cooperative that consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

**49.** The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the dwelling before

receiving notice of 10 days to that effect from the sublessor or, failing him, from the cooperative (particular No. 5).

### Resiliation of lease by the lessee

(art. 1974 C.C.Q.)

50. A lessee may resiliate his lease if
- he is allocated a dwelling in low-rental housing; or
  - he can no longer occupy the dwelling because of a handicap; or
  - in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the sending of a notice to the cooperative, with an attestation from the authority concerned, or 1 month after the notice if the lease is a lease with an indeterminate term or for less than 12 months.

### Surrender of dwelling upon termination of the lease

(particular No. 2)

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

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

52. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he received it, except for changes resulting from aging, fair wear and tear or superior force.

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

53. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they cannot be removed without deteriorating the dwelling, the cooperative may

- retain them by paying the value thereof; or
- compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to the original condition in which it was when the lessee received it, the cooperative may retain them without compensation to the lessee (art. 1891 C.C.Q.).

Table A **Non-renewal of lease by the lessee: periods for giving notice** (arts. 1942, 1945 and 1946 C.C.Q.)

	Lessee who has not received a notice of modification of the lease	Lessee of a room who has not received a notice of modification of the lease	Lessee (including the lessee of a room) who has received a notice of modification of the lease
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	Between 10 and 20 days before term	Within 1 month after receiving the 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	

Table B **Steps to modify the lease and periods for giving notice** (arts. 1942, 1945 and 1947 C.C.Q.)

	1st step: Notice by cooperative	2nd step: Lessee's reply	3rd step: Application to the Régie du logement by the cooperative
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	<p><b>1st situation:</b> The lessee is a member of the cooperative. A member of the cooperative shall reply within 1 month following receipt of the notice of modification. A member who refuses the modification requested to the lease shall leave the dwelling at the end of the lease, if the lease mentions in Section F the restriction on the right to have the rent fixed and the leave modified by the Régie du logement. A member who does not reply is deemed to have accepted the modification. If no boxes were ticked off in Section F, see the 2nd situation.</p> <p><b>2nd situation:</b> The lessee is not a member of the cooperative. The lessee shall reply within 1 month after receiving the notice of modification. If the lessee fails to reply, he is deemed to have accepted the requested modification.</p>	<p><b>1st situation:</b> The lessee is a member of the cooperative. If the lease of the member mentions the restriction on the right to have the rent fixed and the lease modified (Section F), the cooperative may not apply to the Régie du logement. If no such restriction is mentioned in the lease of the member, the cooperative may apply to the Régie du logement within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.</p> <p><b>2nd situation:</b> The lessee is not a member of the cooperative. The cooperative may apply to the Régie du logement within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.</p>
<b>Lease of less than 12 months</b>	Between 1 and 2 months before term		
<b>Lease with an indeterminate term</b>	Between 1 and 2 months before desired modification		
<b>Lease for a room</b>	Between 10 and 20 days before the term of the fixed term lease or before the desired modification if the lease is a lease with an indeterminate term		

**MANDATORY LEASE FORM OF THE RÉGIE DU LOGEMENT**

# LEASE

**A** BETWEEN

<p><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>	<p><b>and the landlord (lessor)</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>
<p><b>the lessee</b></p> <p>Name _____</p> <p>No. _____ Street _____ Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone (domicile) _____ Telephone (other) _____</p>	<p>Where applicable (represented by)</p> <p>Name _____</p> <p>Position _____</p> <p>mandated for that purpose.</p>

- The term **landlord** used in the lease has the same meaning as the term lessor in the law.
- The names indicated in the lease shall be that of the lessee and that of the landlord or the name that the law authorizes them to use.
- The singular includes the plural.

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

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

Municipality \_\_\_\_\_ Postal code \_\_\_\_\_

Number of rooms \_\_\_\_\_

The dwelling is leased for residential purposes only. Yes  No

If not, for combined purposes of housing and \_\_\_\_\_  
Specify  
 but no more than one-third of the total area will be used for that second purpose (art. 1892 C.C.Q.).

Outdoor parking  Number of places \_\_\_\_\_ Parking spaces \_\_\_\_\_

Indoor parking  Number of places \_\_\_\_\_ Parking spaces \_\_\_\_\_

Locker/storage space  Specify \_\_\_\_\_

Other \_\_\_\_\_

Furniture is leased and included in the rent. Yes  No

<p><b>Kitchen</b></p> <p>Stove <input type="checkbox"/></p> <p>Refrigerator <input type="checkbox"/></p> <p>Table <input type="checkbox"/></p> <p>Chair(s) number _____</p> <p>Dishwasher <input type="checkbox"/></p>	<p><b>Rooms</b></p> <p>Bed(s) number _____</p> <p>size _____</p> <p>Chest(s) of drawers number _____</p> <p>Bed table(s) number _____</p>	<p><b>Living room</b></p> <p>Couch(es) number _____</p> <p>Armchair(s) number _____</p> <p>Living room table(s) number _____</p>	<p><b>Other</b></p> <p>Washer <input type="checkbox"/></p> <p>Dryer <input type="checkbox"/></p>
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The parties should make a description of the **condition of the premises** at the time of the delivery of the dwelling (art. 1890 C.C.Q.).

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

**Fixed term lease**

• The term of the lease is \_\_\_\_\_ beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Specify weeks, months or years day month year

and ending on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(usually the last day of a month) day month year

or

**Indeterminate term lease**

• The term of the lease is indeterminate, beginning on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
day month year

Whether the term of a lease is fixed or indeterminate, the landlord **may not** terminate the lease (except in the cases provided for by law) (particulars Nos. 5 and 9).

**D**

**RENT (arts. 1903 and 1904 C.C.Q.)**

The **rent** is payable in equal instalments not exceeding 1 month's rent, except the last instalment which may be less. The landlord may not exact any other amount of money from the lessee (e.g., deposit for keys).

- The rent is \$ \_\_\_\_\_ per month  per week  other \_\_\_\_\_, for a total of \$ \_\_\_\_\_ for the full term of the lease (if it is a fixed term lease).

**Date of payment**

The landlord may require advance payment of the rent only for the **first payment period** (the first month, the first week or other). The advance payment may not exceed 1 month's rent. As to the **other instalments**, rent is payable only on the **first day** of each payment period (month, week or other), unless otherwise agreed.

- The rent for the **first payment period** will be paid in whole, on \_\_\_\_\_ day / month / year or in part, that is \$ \_\_\_\_\_, on \_\_\_\_\_ day / month / year and \$ \_\_\_\_\_, on \_\_\_\_\_ day / month / year. Specify the amount
- Payment of the rent for the **other payment periods** will be made on the 1st day of the month  of the week  other \_\_\_\_\_.

**Method of payment**

The landlord may not require payment by means of a **postdated** cheque or other postdated instrument.

- Rent is payable in accordance with the following method of payment: by cheque  in cash  other method of payment \_\_\_\_\_

**Place of payment**

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

- Rent shall be payable at \_\_\_\_\_ Place of payment - specify if by mail

**Proof of payment**

The lessee is entitled to a receipt for the payment of his rent (art. 1568 C.C.Q.).

**E**

**SERVICES AND CONDITIONS**

**By-laws of the immovable (arts. 1057 and 1894 C.C.Q.)**

The rules to be observed in the immovable may be established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

If such by-laws exist, the landlord **must** give a copy of them to the lessee **before** entering into the lease so that the by-laws form a part of the lease.

If the dwelling is located in an immovable of divided co-ownership, the by-laws of the immovable will apply as soon as a copy of the by-laws has been given to the lessee by the co-owner or by the syndicate.

- There are by-laws for the immovable: Yes  No
- If yes, a copy of the by-laws was given to the lessee before entering into the lease: Yes  No
- If yes, on \_\_\_\_\_ Date when by-laws were given to lessee

**Works and repairs**

On the date fixed for the delivery of the dwelling, the landlord must deliver it in a good state of repair in all respects. However, the lessee and the landlord may agree otherwise and agree on the work to be done and a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the landlord may not release himself from his obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

- Where applicable, the work to be carried out by the landlord is as follows:
  - before the delivery of the dwelling
  - \_\_\_\_\_
  - \_\_\_\_\_
  - during the lease
  - \_\_\_\_\_
  - \_\_\_\_\_

**Janitorial service** Yes  No

- Specify \_\_\_\_\_
- The telephone number of the janitor or person to contact in case of need is \_\_\_\_\_.



<b>E SERVICES AND CONDITIONS (cont.)</b>					
<b>Services, taxes and consumption costs</b>					
	Landlord	Lessee		Landlord	Lessee
• Will be borne by the	---	---			
Heating of dwelling	---	---	Snow removal	---	---
Hot water	---	---	parking area	---	---
Electricity	---	---	balcony	---	---
Water tax	---	---	entrance	---	---
			stairs	---	---

**Conditions**

- The lessee has a right of access to the land. Yes  No

Specifications or limitations \_\_\_\_\_

- The lessee has the right to keep one or more animals. Yes  No

Specifications or limitations \_\_\_\_\_

**Other services and conditions (e.g., laundry room)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED BY THE RÉGIE DU LOGEMENT (art. 1955 C.C.Q.)</b>	
<b>Section to be completed where one or more of the situations described herein applies</b>	
The lessee and the landlord <b>may not apply to the Régie du logement</b> for the fixing of the rent or for the modification of another condition of the lease because	
<input type="checkbox"/>	the dwelling is located in an immovable erected 5 years ago or less. The immovable became ready for habitation on _____ / _____ / _____ day month year
<b>or</b>	
<input type="checkbox"/>	the dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made 5 years ago or less (e.g., school converted into dwellings). The immovable became ready for habitation on _____ / _____ / _____ day month year
However, the Court may rule on any other application concerning the lease (e.g., decrease in rent).	
<b>If one of the 2 boxes above is ticked off</b> , and if the 5-year period has not yet expired, the lessee who objects to a modification in his lease requested by the landlord, such as an increase in the rent, shall vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).	
<b>If neither of the 2 boxes is ticked off</b> , and if the lessee objects to a modification in his lease requested by the landlord and wishes to continue to live in the dwelling, the lease is then renewed. The landlord may apply to the Régie du logement for the fixing of the conditions of the lease for its renewal (particulars Nos. 41 and 42).	

<b>G NOTICE TO A NEW LESSEE OR SUBLESSEE (arts. 1896 and 1950 C.C.Q.)</b>	
<b>Mandatory notice to be given by the landlord or the sublessor at the time the lease is entered into, except when section F is completed.</b>	
I hereby notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was	
\$ _____ per month <input type="checkbox"/> per week <input type="checkbox"/> other _____	
The property leased and the conditions of your lease are the same. Yes <input type="checkbox"/> No <input type="checkbox"/>	
If no, the following changes have been made (e.g., addition of parking, heating to be paid by the lessee):	
_____	
_____	
Date _____	Signature of the landlord or sublessor _____
If the new lessee or sublessee pays a rent higher than that declared in the notice, he may, within 10 days of the date the lease is entered into, apply to the Régie du logement to have his rent fixed.	
If the landlord or sublessor did not give that notice at the time the lease was entered into, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to have his rent fixed.	
The new lessee or sublessee may also make such application within 2 months of the day he becomes aware of a false statement in the notice.	

**H****SIGNATURES**

Place of signature	Date	Signature of landlord (or of his mandatary)
Place of signature	Date	Signature of lessee
Place of signature	Date	Signature of lessee

**Any other person who signs the lease should clearly indicate in what capacity he is doing so (e.g., another lessee, another landlord, surety, witness, etc.).**

Name	Address	Capacity
Place of signature	Date	Signature
Name	Address	Capacity
Place of signature	Date	Signature

**Within 10 days after entering into the lease, the landlord must give the lessee a copy of the lease (art. 1895 C.C.Q.).**

**I****NOTICE OF FAMILY RESIDENCE (art. 403 C.C.Q.)**

A married lessee may not, without the written consent of his spouse, sublease his dwelling, transfer his lease or terminate his lease where the landlord has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to landlord**

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

\_\_\_\_\_  
 Date

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

**RÉGIE DU LOGEMENT**

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.

## PARTICULARS

**General information**

These particulars describe most of the rights and obligations of lessees and landlords. They summarize the essential points of the law concerning leases, articles 1851 to 1978 of the *Civil Code of Québec* (C.C.Q.).

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

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

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

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

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

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

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

Any nonperformance of an obligation by a party entitles the other party to pursue remedies such as the following before a court of law, generally the *Régie du logement*:

- performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the landlord shall comply with the prescriptions of the *Act respecting the protection of personal information in the private sector*.

Please note that specific rules, which are not mentioned in these particulars, apply to the lease of a dwelling in low-rental housing within the meaning of article 1984 2nd par. of the Civil Code, where this form must be used.

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

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

**Clauses of the lease**

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

The legal rules contained in particulars Nos. 13, 14 and 52 to 54 are suppletive, i.e., they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 (C.C.Q.), clauses which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1984 to 1995 of the Civil Code have no effect (are void).

For instance, no one may, in the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
- waive his right to sublease his dwelling or to assign his lease (art. 1870 C.C.Q.).

A person may not release himself from the obligation to give notice (art. 1898 C.C.Q.).

The following clauses are also without effect:

- a clause limiting the liability of the landlord or releasing him from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without his fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants in the dwelling, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
- a clause whereby the lessee acknowledges that the dwelling is in habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

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

**Right to maintain occupancy**

5. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a personal right to maintain occupancy in his dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including

- the repossession of the dwelling (particular No. 45);
- the resiliation of the lease (art. 1863 C.C.Q.);
- subleasing for more than 12 months (art. 1944 C.C.Q.);
- division, substantial enlargement or change of destination of the dwelling (art. 1959 C.C.Q.).

6. The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.).

However, those persons are not considered as new lessees (art. 1951 C.C.Q.) (Section G, Notice to a new lessee or sublessee).

**Change of landlord**

7. The new landlord of an immovable is bound to respect the lease of the lessee. The lease is continued and may be renewed in the same manner as any other lease (art. 1937 C.C.Q.).

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

**Death**

9. A lease is not terminated by the death of the landlord or the lessee (art. 1884 C.C.Q.). The lease may, however, be resiliated in certain cases by the succession (arts. 1938 and 1939 C.C.Q.). The landlord may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

**Non-payment of rent**

10. Non-payment of rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the resiliation of the lease.

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

**Spouse's and co-lessee's liability****Married persons' liability** (art. 397 C.C.Q.)

11. A spouse who rents a dwelling for the usual needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other

spouse has previously informed the landlord of his or her unwillingness to be bound for the debt.

#### **Co-lessee's liability**

**12.** If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, each of them being liable for his own share only (art. 1518 C.C.Q.).

However, the co-lessees and the landlord may agree that the liability will be solidary. In such case, each lessee may be held liable for all the obligations of the lease (art. 1523 C.C.Q.).

Solidarity between co-lessees is not presumed. It exists only where it is expressly stipulated in the lease (art. 1525 C.C.Q.).

#### **Enjoyment of premises**

**13.** The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 2).

**14.** The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 2).

**15.** The lessee may not, without the consent of the landlord, use or keep in the dwelling a substance which constitutes a risk of fire or explosion and which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

**16.** The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

**17.** The lessee and the persons he allows to use or to have access to his dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

**18.** During the term of the lease, the landlord and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

#### **Maintenance of dwelling and repairs**

##### **Obligation of maintenance**

**19.** The landlord is obligated to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

**20.** The lessee shall keep the dwelling in clean condition. The landlord shall restore the dwelling to clean condition after carrying out work in it (art. 1911 C.C.Q.).

**21.** A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the landlord within a reasonable time (art. 1866 C.C.Q.).

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

##### **Dwelling unfit for habitation**

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

**24.** The lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he shall inform the landlord of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

##### **Urgent and necessary repairs**

**25.** The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains, according to the circumstances, recourses, including the right to compensation in the case of temporary vacancy.

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

**26.** The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course.

The landlord may intervene to pursue the work.

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. He may withhold from his rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

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

**27.** The landlord shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, he shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable;
- the necessary period of vacancy;
- the compensation offered;
- any other conditions under which the work will be carried out if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

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

##### **Access to and visit of dwelling**

**28.** To exercise rights of access to the dwelling, the landlord and the lessee are bound to act in good faith:

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

**29.** The landlord may, during the lease, have access to the dwelling

- to ascertain the condition of the dwelling between 9:00 a.m. and 9:00 p.m.;
- to show the dwelling to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
- to carry out work between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the landlord shall give the lessee

24-hour notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 27).

**30.** A lessee who gives notice to the landlord of his intention to vacate the dwelling (particulars Nos. 38, 41 and 51) shall, from that time, allow the landlord to show the dwelling to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow him to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

**31.** The lessee may require the presence of the landlord or his representative during a visit to or a verification of his dwelling (arts. 1932 and 2130 C.C.Q.).

**32.** Except in case of emergency, the lessee may deny access to the dwelling if the conditions fixed by law are not satisfied.

Where the lessee denies access to the dwelling for a reason other than those provided for by law, the landlord may obtain an order for access from the Régie du logement.

Abuse of the right of access by the landlord or unjustified denial of access by the lessee may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

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

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

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

**35.** Every notice relating to the lease, given by the landlord (e.g., notice of modification in the lease to increase the rent) or by the lessee (e.g., notice of non-renewal of a lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then.

**Exception:** Only the notice by the landlord for the purpose of having access to the dwelling may be given orally (particular No. 29).

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

#### Renewal and modification of lease

##### Renewal of lease (art. 1941 C.C.Q.)

**37.** A lease with a fixed term is renewed of right when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

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

The landlord may not prevent the lease from being renewed, except in certain cases (particulars Nos. 5 and 9). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 39 and 40).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particulars Nos. 38 and 41).

##### Non-renewal of lease by the lessee (arts. 1942, 1945 and 1946 C.C.Q.)

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

##### Modification of lease

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

**40.** The landlord shall, in that notice of modification, indicate to the lessee

- the modification or modifications requested;
- the new term of the lease, if he wishes to change it;
- the new rent in dollars or the increase requested, in dollars or as a percentage, if he wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent that will be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

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

**41.** A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the landlord that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications; or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the landlord. If the lessee refuses the modification, he is entitled to remain in his dwelling because his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 42).

**Exception:** Where Section F has been completed, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

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

**42.** The landlord has 1 month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (Table B). If the landlord does not file such application, the lease is renewed on the same conditions, except for the term of the lease, which may not be longer than 12 months.

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

**43.** Where the landlord and the lessee agree on the modifications to be made to the lease (e.g., rent, term), the landlord shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

##### Contestation of adjustment of rent (art. 1949 C.C.Q.)

**44.** Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord may contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within 1 month following the date on which the adjustment is to take effect.

##### Repossession of dwelling (arts. 1957, 1958, 1960 to 1964 and 1967 to 1970 C.C.Q.)

**45.** Where the lessor of the dwelling is the landlord, he may repossess the dwelling in order to live in it or to allow one of the beneficiaries provided for by law to live in it.

If the immovable belongs to more than 1 person, the dwelling may generally be repossessed only if there is only 1 other co-owner who is the spouse or concubinary of the other (e.g., co-owners who are brother and sister may not repossess a dwelling).

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

Beneficiaries may be

- the landlord, his father, mother, children or any other relative or person connected by marriage of whom he is the main support;
- the spouse from whom he is separated or divorced if he remains the main support of his spouse.

To repossess the dwelling, the lessor shall give notice within the prescribed time periods. The steps for the repossession of the dwelling and the time periods for the notices are presented in Table C.

The notice shall contain the following:

- the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the landlord, if any;
- the date fixed for the repossession.

##### Assignment and subleasing

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

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

**47.** The lessee is entitled to assign his lease or to sublease his dwelling with the landlord's consent. However, the latter may not refuse to give his consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

**48.** The lessee shall give the landlord notice of his intention to assign his lease or to sublease the dwelling. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the dwelling (art. 1870 C.C.Q.).

If he refuses, the landlord shall inform the lessee of his reasons for refusing within 15 days after receiving the notice. Otherwise, the landlord is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

**49.** A landlord who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

50. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the dwelling before receiving notice of 10 days to that effect from the sublessor or, failing him, from the landlord (art. 1940 C.C.Q.) (particular No. 5).

### Resiliation of lease by the lessee

(art. 1974 C.C.Q.)

51. A lessee may resiliate his lease if
- he is allocated a dwelling in low-rental housing; or
  - he can no longer occupy the dwelling because of a handicap; or
  - in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the sending of a notice to the landlord, with an attestation from the authority concerned, or 1 month after the notice if the lease is a lease with an indeterminate term or for less than 12 months.

### Surrender of dwelling upon termination of the lease

(particular No. 2)

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

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

53. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he received it, except for changes resulting from aging, fair wear and tear or superior force.

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

54. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they cannot be removed without deteriorating the dwelling, the landlord may

- retain them by paying the value thereof; or
- compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to the original condition in which it was when the lessee received it, the landlord may retain them without compensation to the lessee (art. 1891 C.C.Q.).

Table A

### Non-renewal of lease by the lessee:

periods for giving notice (arts. 1942, 1945 and 1946 C.C.Q.)

	Lessee who has not received a notice of modification of the lease	Lessee of a room who has not received a notice of modification of the lease	Lessee (including the lessee of a room) who has received a notice of modification of the lease
Lease of 12 months or more	Between 3 and 6 months before term	Between 10 and 20 days before term	Within 1 month after receiving the landlord's notice
Lease of less than 12 months	Between 1 and 2 months before term		
Lease with an indeterminate term	Between 1 and 2 months before desired term	Between 10 and 20 days before desired term	

Table B

### Steps to modify the lease and periods

for giving notice (arts. 1942, 1945 and 1947 C.C.Q.)

	1st step: Notice by landlord	2nd step: Lessee's reply	3rd step: Application to the Régie du logement by landlord
Lease of 12 months or more	Between 3 and 6 months before term	Within 1 month after receiving the notice of modification. If the lessee fails to reply, he is deemed to have accepted the requested modification.	Within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.
Lease of less than 12 months	Between 1 and 2 months before term		
Lease with an indeterminate term	Between 1 and 2 months before desired modification		
Lease for a room	Between 10 and 20 days before the term of the fixed term lease or before the desired modification if the lease is a lease with an indeterminate term		

Table C

### Steps for repossessing the dwelling and periods

for giving notice (arts. 1960, 1962 and 1963 C.C.Q.)

	1st step: Notice by landlord	2nd step: Lessee's reply	3rd step: Application to the Régie du logement by landlord
Lease of more than 6 months	6 months before term	Within 1 month after receiving the landlord's notice. If the lessee fails to reply, he is deemed to have refused to vacate the dwelling.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
Lease of 6 months or less	1 month before term		
Lease with an indeterminate term	6 months before intended date of repossession		

**MANDATORY FORM OF THE RÉGIE DU LOGEMENT**  
**SCHEDULE TO THE LEASE**  
SERVICES OFFERED TO THE LESSEE  
 OWING TO HIS PERSONAL CONDITION, INCLUDING SERVICES OFFERED TO  
**ELDERLY OR HANDICAPPED PERSONS**

This mandatory Schedule completes the written lease and must be used for entering into a lease in cases where the landlord\* provides the lessee with services in addition to those indicated in the mandatory lease form, owing to the lessee's personal condition, including his age or a handicap.

The provisions respecting the rights and obligations of lessees and landlords found in articles 1851 to 2000 of the *Civil Code of Québec*, which are summarized in the particulars of the lease, apply not only to a dwelling or a rented room, but also to services (e.g., meals, nursing care, laundry service), accessories and dependencies.

Particularly, the landlord may not, by a clause in the lease, restrict the lessee's right to purchase goods (e.g., pharmaceutical products) or to obtain services from the persons of his choice (e.g., medical services) in accordance with the terms and conditions agreed upon by the lessee himself.

Those rights and obligations shall be exercised in compliance with the *Charter of human rights and freedoms* which prescribes, *inter alia*, that any elderly or handicapped person is entitled to be protected against any form of exploitation.

**DETAILED DESCRIPTION OF THE DWELLING AND ACCESSORIES**

Tick off where applicable	Tick off where applicable
<ul style="list-style-type: none"> <li>• <b>The leased dwelling is</b></li> <li>- an apartment <input type="checkbox"/></li> <li>- a room <input type="checkbox"/></li> <li>- private <input type="checkbox"/></li> <li>- shared <input type="checkbox"/></li> <li>_____</li> <li style="padding-left: 20px;">number of persons, location</li> <li>• <b>Bathroom</b></li> <li>- private <input type="checkbox"/></li> <li>- shared <input type="checkbox"/></li> <li>_____</li> <li style="padding-left: 20px;">number of persons, location</li> <li>• <b>Furniture</b></li> <li>The lessee has the right to bring</li> <li>- electric household appliances <input type="checkbox"/></li> <li>- furniture <input type="checkbox"/></li> <li>- a television set <input type="checkbox"/></li> <li>_____</li> <li style="padding-left: 20px;">specify</li> <li>• <b>Balcony</b></li> <li>- private <input type="checkbox"/></li> <li>- shared <input type="checkbox"/></li> <li>• <b>Handrail supports</b></li> <li>- in the bathroom <input type="checkbox"/></li> <li>- in the corridors <input type="checkbox"/></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Wheelchairs</b></li> <li>- dwelling accessible for wheelchairs <input type="checkbox"/></li> <li>- dwelling designed for wheelchairs <input type="checkbox"/></li> <li>• <b>Intercom</b> <input type="checkbox"/></li> <li>_____</li> <li style="padding-left: 20px;">location</li> <li>• <b>Call system</b> <input type="checkbox"/></li> <li>_____</li> <li style="padding-left: 20px;">location</li> <li>• <b>Heating</b></li> <li>- individual control <input type="checkbox"/></li> <li>• <b>Air conditioning</b></li> <li>- individual control <input type="checkbox"/></li> <li>• <b>Locked storage space</b> <input type="checkbox"/></li> <li>_____</li> <li style="padding-left: 20px;">location</li> <li>• <b>Elevator</b> <input type="checkbox"/></li> <li>• <b>Common areas</b></li> <li>(See Recreational and social activities)</li> </ul>

\* The term **landlord** used in this Schedule includes the cooperative.

This Schedule is not to be used in the case of a lease for a dwelling rented by an educational institution to a student, a lease for land intended for the installation of a mobile home or a lease for a dwelling in low-rental housing (with certain exceptions in the latter case).

### Services

The landlord undertakes to provide and maintain the services identified in Columns 1 and 2 for which the lessee undertakes to pay rent.

Where a service is identified in Column 3, this means that the landlord undertakes to maintain it because the availability of that service is one of the reasons for which the lessee is renting the dwelling.

#### LIST OF SERVICES

	1 Tick off if included in the rent for the dwelling indicated in the lease	2 Additional rent in accordance with the term provided for in the lease (month, week or other)	3 Other services that the landlord undertakes to maintain (often payable each time used)
<p><b>Religious activities</b></p> <p>specify _____</p> <p>_____</p> <p>_____</p>			
<p><b>Laundry</b></p> <p>• <b>Laundry room</b></p> <p><input type="checkbox"/></p> <p>location _____</p> <p>number of washers _____</p> <p>number of dryers _____</p> <p>• <b>Laundry service</b></p> <p>- bedding</p> <p>_____ times per week</p> <p><input type="checkbox"/></p> <p>- clothing</p> <p>_____ times per week</p> <p><input type="checkbox"/></p> <p>- dry cleaning</p> <p><input type="checkbox"/></p> <p>specify _____</p> <p>_____</p>		<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
<p><b>Housekeeping</b></p> <p>• <b>Cleaning in lessee's apartment or room</b></p> <p>_____ times per week</p> <p><input type="checkbox"/></p> <p>- annual cleaning</p> <p><input type="checkbox"/></p> <p>specify _____</p> <p>_____</p>		<p>\$ _____</p> <p>\$ _____</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p>



**LIST OF SERVICES (cont.)**

	<b>1</b> Tick off if included in the rent for the dwelling indicated in the lease	<b>2</b> Additional rent in accordance with the term provided for in the lease (month, week or other)	<b>3</b> Other services that the landlord undertakes to maintain (often payable each time used)
<b>Recreational and social activities</b>			
<b>• Indoor areas</b>			
- shared kitchen	<input type="checkbox"/>		
- right to cook	<input type="checkbox"/>		
- common room	<input type="checkbox"/>		
_____			
opening hours			
- social director	<input type="checkbox"/>		
- stereophonic system	<input type="checkbox"/>		
- television	<input type="checkbox"/>		
- personal use	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
- other: _____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
_____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
<b>• Outdoor areas</b>			
- recreation areas	<input type="checkbox"/>		
- rest areas	<input type="checkbox"/>		
- communal garden	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
- other: _____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
_____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
<b>Medications</b>			
- distribution of medications by a person authorized by law	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
- keeping of medications in a safe locked place	Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>Security</b>			
- guard	<input type="checkbox"/>		
- schedule: _____			
- electronic monitoring system	<input type="checkbox"/>		

**LIST OF SERVICES (cont.)**

	<b>1</b> Tick off if included in the rent for the dwelling indicated in the lease	<b>2</b> Additional rent in accordance with the term provided for in the lease (month, week or other)	<b>3</b> Other services that the landlord undertakes to maintain (often payable each time used)
<b>Food services</b>			
• <b>The following meals are offered by the establishment</b>			
- breakfast	—	\$ _____	—
- lunch	—	\$ _____	—
- dinner	—	\$ _____	—
Meal hours are as follows:			
breakfast: from _____ to _____			
lunch: from _____ to _____			
dinner: from _____ to _____			
- number of days per week _____			
The menu offers a choice of			
- daily specials	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
- à la carte meals	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
- dietetic meals	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
specify _____			
- number of snacks per day: _____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
schedule: _____			
specify _____			
Meals and snacks are served			
- in the dining room	<input type="checkbox"/>		
- in the cafeteria	<input type="checkbox"/>		
- in the apartment or room	<input type="checkbox"/>		

LIST OF SERVICES (cont.)			1	2	3
			Tick off if included in the rent for the dwelling indicated in the lease	Additional rent in accordance with the term provided for in the lease (month, week or other)	Other services that the landlord undertakes to maintain (often payable each time used)
<ul style="list-style-type: none"> <li>• <b>Guests may take a meal with a lessee</b> <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></li>   <li>• <b>Credit</b> : Where the rent includes the cost of meals, a credit is granted to the lessee if he is absent. <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></li> </ul> <p>specify _____</p> <p>_____</p>					<input type="checkbox"/>
<b>Nursing and personal care service</b>					
<ul style="list-style-type: none"> <li>• <b>Presence of a professional nurse</b></li> <li><input type="checkbox"/> 24 hours a day</li> <li>or</li> <li>according to the following schedule:</li> <li>_____</li> <li>_____</li> <li>_____</li> <li>- other: _____</li> <li>_____</li> <li>_____</li> </ul>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		
<ul style="list-style-type: none"> <li>- other: _____</li> <li>_____</li> <li>_____</li> </ul>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		
<ul style="list-style-type: none"> <li>- other: _____</li> <li>_____</li> <li>_____</li> </ul>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		
<ul style="list-style-type: none"> <li>- other: _____</li> <li>_____</li> <li>_____</li> </ul>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		
<b>Television in the room or apartment</b>					
<ul style="list-style-type: none"> <li>- cable service</li> <li>- community antenna</li> </ul>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		
	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>		

LIST OF SERVICES (cont.)			
	1 Tick off if included in the rent for the dwelling indicated in the lease	2 Additional rent in accordance with the term provided for in the lease (month, week or other)	3 Other services that the landlord undertakes to maintain (often payable each time used)
<b>Transportation</b>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
• <b>Escort service for</b>			
– medical appointments	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
– errands	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
– other: _____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
_____	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
– schedule: _____			
_____			
_____ times per day			
_____ times per week			
_____ specify			
_____			
• <b>Adapted transportation for handicapped persons</b>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>
Schedule, if different from the schedule indicated above: _____			
_____			
Total additional rent		\$ _____	

Total rent to be paid by the lessee is:

Amount indicated in the lease \$ \_\_\_\_\_

Amount of additional rent, if any (Column 2) + \$ \_\_\_\_\_

Total rent per \_\_\_\_\_ = \$ \_\_\_\_\_  
Specify the term (month, week or other)

**Information on personnel**

The landlord has informed the lessee of the name and duties of the members of the personnel working in the immovable.

Yes  No

SIGNATURES

Signed at _____	Date _____	Signature of landlord (or his mandatory) _____
Signed at _____	Date _____	Signature of lessee _____
Signed at _____	Date _____	Signature of lessee _____
Signed at _____	Date _____	Other signatory (e.g., witness or other) _____

MANDATORY FORM OF THE RÉGIE DU LOGEMENT	
MANDATORY WRITING	
IN THE CASE OF AN ORAL LEASE	
BETWEEN	
<b>the lessee</b>	
Name _____	
Name _____	
<b>and the landlord (lessor)</b>	
Name _____	
No. _____ Street _____ Apt. _____	
Municipality _____	Postal code _____
Where applicable, represented by	
Name _____	Position _____
mandated for that purpose.	
<b>Address of leased dwelling</b>	
No. _____ Street _____ Apt. _____	
Municipality _____	Postal code _____
Rent _____ per month <input type="checkbox"/> per week <input type="checkbox"/>	
other _____ for a total of \$ _____	
_____ for the term of the lease (if it is a fixed term lease).	
<p>- The term <b>landlord</b> used in the mandatory writing has the same meaning as the term lessor in the law.</p> <p>- The names indicated in the mandatory writing shall be that of the lessee and that of the landlord or the name that the law authorizes them to use.</p> <p>- The singular includes the plural.</p>	
<p>When the lease is oral, the landlord shall give to the lessee, within 10 days after entering into the lease, this form containing the following information:</p> <ul style="list-style-type: none"> <li>• the name and address of the landlord;</li> <li>• the name of the lessee;</li> <li>• the rent agreed upon;</li> <li>• the address of the dwelling leased;</li> <li>• the text of the following particulars.</li> </ul> <p>The writing is part of the lease (art. 1895 C.C.Q.).</p>	

## PARTICULARS

**General information**

These particulars describe most of the rights and obligations of lessees and landlords. They summarize the essential points of the law concerning leases, articles 1851 to 2000 of the *Civil Code of Québec* (C.C.Q.).

The numbers in brackets refer to those articles of the Civil Code. The examples provided in the particulars are there for information purposes and are used to illustrate a rule.

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

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

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

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

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

The parties shall always act according to the rules of good faith. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner which is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

Any nonperformance of an obligation by a party entitles the other party to pursue remedies such as the following before a court of law, generally the Régie du logement.

- performance of the obligation;
- deposit of the rent;
- a reduction in the rent;
- resiliation of the lease;
- damages and, in certain cases, punitive damages.

Furthermore, the landlord shall comply with the prescriptions of the *Act respecting the protection of personal information in the private sector*.

### **Dwelling** (art. 1892 C.C.Q.)

1. These particulars apply to any premises leased for residential purposes (e.g., an apartment, a house, a room) as well as to a mobile home placed on a chassis and to land intended for the installation of a mobile home.

They also apply to services (e.g., laundry, meals, nursing care, janitorial services), to accessories (e.g., refrigerator, air conditioner) and to the dependencies of the dwelling (e.g., garage, parking space, locker), whether they are included in the lease of the dwelling or in a separate lease.

**Exception:** These particulars do not apply to dwellings leased for vacation purposes or to dwellings in which over one-third of the total floor area is used for purposes other than residential purposes (e.g., commercial premises).

### **Room**

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

- only 1 or 2 rooms are leased or offered for lease and the room has neither a separate exit nor its own sanitary facilities independent of those used by the landlord;
- it is situated in a hotel establishment; or
- it is situated in a health and social services institution.

### **Special rules for leases of certain dwellings**

3. Special rules, which are not stated in these particulars, apply to a lease

- of a dwelling in an immovable held in divided co-ownership (arts. 1057, 1065, 1066 and 1079 C.C.Q.);
- of a room leased to a student by an educational institution (arts. 1979 to 1983 C.C.Q.);
- of land leased for the installation of a mobile home (arts. 1996 to 2000 C.C.Q.);
- that is part of a contract of employment (art. 1976 C.C.Q.).

### **Entering into lease**

4. A lease is a contract to lease a dwelling. A lease is entered into when the landlord undertakes to lease a dwelling to a lessee, who in turn undertakes to pay the rent agreed upon for a fixed term or an indeterminate term. The contract be written or oral (art. 1851 C.C.Q.).

### **By-laws of the immovable**

5. By-laws may set out the rules to be observed in an immovable. They pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.

Where there are such by-laws, the landlord shall give the lessee a copy thereof before entering into the lease, so that they may form part of the lease (art. 1894 C.C.Q.).

If the dwelling is located in an immovable of divided co-ownership, the by-laws of the immovable will apply as soon as a copy of the by-laws has been given to the lessee by the co-owner or by the syndicate (art. 1057 C.C.Q.).

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

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

### **Conditions of the lease**

7. The landlord and the lessee may agree on various conditions of the lease, but they may not disregard the provisions of public order (particular No. 8).

The legal rules contained in particulars Nos. 28, 29 and 66 to 68, *inter alia*, are suppletive, i.e., they apply if the parties do not decide otherwise.

8. Pursuant to article 1893 (C.C.Q.), conditions which are inconsistent with articles 1854 (2nd par.), 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883 and 1892 to 2000 of the Civil Code have no effect (are void).

For instance, no one may, at the time of entering into the lease,

- waive his right to maintain occupancy (art. 1936 C.C.Q.);
- waive his right to sublease his dwelling or to assign his lease (art. 1870 C.C.Q.).

A person may not release himself from the obligation to give notice (art. 1898 C.C.Q.).

The following conditions are also without effect:

- a condition limiting the liability of the landlord or releasing him from an obligation (art. 1900 C.C.Q.);
- a condition that renders the lessee liable for damage caused without his fault (art. 1900 C.C.Q.);
- a condition that modifies the rights of the lessee by reason of an increase in the number of occupants in the dwelling, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a condition providing for an adjustment of the rent in a lease of 12 months or less (art. 1906 C.C.Q.);
- a condition in a lease of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
- a condition whereby the lessee acknowledges that the dwelling is in habitable condition (art. 1910 C.C.Q.);
- a condition providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a condition limiting the right of the lessee to purchase property or obtain services from such persons as he chooses, and on such terms and conditions as he sees fit (art. 1900 C.C.Q.).

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

### **Restrictions on the right to have the rent fixed and the lease modified by the Régie du logement**

10. The lessee and the landlord may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease because the dwelling is rented out by a cooperative to one of its members or because the dwelling is located in an immovable

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

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

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

If the landlord does not mention such restriction to the lessee and if the lessee refuses a modification of the conditions of the lease but wishes to remain in the dwelling, the lease is then renewed. The landlord may then apply to the Régie du logement to fix the conditions of the lease for its renewal (particulars Nos. 55 and 56).

### **Fixing of rent of new lessee and sublessee** (arts. 1896 and 1950 C.C.Q.)

11. The new lessee or the sublessee may apply to the Régie du logement to fix the rent, except for the exception provided for by law (particular No. 10).

12. Except where particular No. 10 applies, the landlord shall, at the time of entering into a lease, give a notice to the new lessee indicating the lowest rent paid in the 12 months preceding the beginning of the lease or, if applicable, the rent fixed by the Régie du logement during the same period. The notice must also specify the changes made to the property leased and to the leasing conditions. A lessee who leases his dwelling to a sublessee shall also give such notice.

If the new lessee or sublessee pays rent that is higher than that stated in the notice, he may, within 10 days following the date on which the lease is entered into, apply to the Régie du logement to fix his rent.

If the landlord or the sublessee did not give such notice when entering into the lease, the new lessee or sublessee may, within 2 months of the beginning of the lease, apply to the Régie du logement to fix his rent.

The new lessee or the sublessee may also apply to the Régie du logement within 2 months of the day on which he becomes aware of a false statement in the notice.

### Right to maintain occupancy

**13.** The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a **personal** right to maintain occupancy in his dwelling (art. 1936 C.C.Q.). He may be evicted from his dwelling only in the cases provided for by law, including

- the repossession of the dwelling (particular No. 59);
- the rescission of the lease (art. 1863 C.C.Q.);
- subleasing for more than 12 months (art. 1944 C.C.Q.);
- division, substantial enlargement or change of destination of the dwelling (art. 1959 C.C.Q.).

**14.** The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.).

However, those persons are not considered as new lessees (art. 1951 C.C.Q.) (particulars Nos. 11 and 12).

### Change of landlord

**15.** The new landlord of an immovable is bound to respect the lease of the lessee. The lease is continued and may be renewed in the same manner as any other lease (art. 1937 C.C.Q.).

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

### Death

**17.** A lease is not terminated by the death of the landlord or the lessee (art. 1884 C.C.Q.). The lease may, however, be rescinded in certain cases by the succession (arts. 1938 and 1939 C.C.Q.). The landlord may avoid the renewal of the lease under certain circumstances (art. 1944 C.C.Q.).

### Delivery of dwelling at beginning of lease

**18.** On the date fixed for the delivery of the dwelling, the landlord must deliver it in a good state of repair in all respects. However, the lessee and the landlord may agree otherwise and agree on the work to be done and a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the landlord may not release himself from his obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).

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

### Payment of rent

**20.** At the time of entering into the lease, the landlord may require advance payment of the rent for the first payment period (month or week). The advance payment may not exceed 1 month's rent. He may not exact any other amount of money (e.g., deposit for keys) (art. 1904 C.C.Q.).

**21.** The landlord may not require payment by means of a postdated cheque or other postdated instrument for the payment of the rent (art. 1904 2nd par. C.C.Q.).

**22.** The lessee must pay his rent on the first day of each payment period (month or week), unless otherwise agreed. He is entitled to a receipt for the payment of his rent (arts. 1568, 1855 and 1903 C.C.Q.).

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

**24.** The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).

**25.** Non-payment of rent entitles the landlord to obtain from the Court a condemnation forcing the lessee to pay it. Also, if the lessee is over 3 weeks late in paying his rent, the landlord may obtain the rescission of the lease.

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

### Spouse's and co-lessee's liability

#### Married persons' liability (art. 397 C.C.Q.)

**26.** A spouse who rents a dwelling for the usual needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the landlord of his or her unwillingness to be bound for the debt.

#### Co-lessee's liability

**27.** If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, each of them being liable for his own share only (art. 1518 C.C.Q.).

However, the co-lessees and the landlord may agree that the liability will be solidary. In such case, each lessee may be held liable for all the obligations of the lease (art. 1523 C.C.Q.).

Solidarity between co-lessees is not presumed. It exists only where it is expressly stipulated in the lease (art. 1525 C.C.Q.).

### Enjoyment of premises

**28.** The landlord shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.) (particular No. 7).

**29.** The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e., he must use it in a reasonable fashion (art. 1855 C.C.Q.) (particular No. 7).

**30.** The lessee may not, without the consent of the landlord, use or keep in the dwelling a substance which constitutes a risk of fire or explosion and which would lead to an increase in the insurance premiums of the landlord (art. 1919 C.C.Q.).

**31.** The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.).

**32.** The lessee and the persons he allows to use or to have access to his dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).

**33.** During the term of the lease, the landlord and the lessee may not change the form or use of the dwelling (art. 1856 C.C.Q.).

### Maintenance of dwelling and repairs

#### Obligation of maintenance

**34.** The landlord is obligated to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

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

**36.** A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the landlord within a reasonable time (art. 1866 C.C.Q.).

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

**38.** The lessee may abandon his dwelling if it becomes unfit for habitation. In such case, he shall inform the landlord of the condition of the dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

#### Urgent and necessary repairs

**39.** The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he retains, according to the circumstances, recourses, including the right to compensation in the case of temporary vacancy.

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

**40.** The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses if they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, he may do so only if he has informed or attempted to inform the landlord of the situation and if the latter has not acted in due course.

The landlord may intervene to pursue the work.

The lessee shall render an account to the landlord of repairs undertaken and expenses incurred and shall deliver to him the invoices. He may withhold from his rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.Q.).

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

**41.** The landlord shall give notice to the lessee before undertaking in the dwelling major repairs or improvements that are not urgent. If temporary vacancy is necessary, he shall offer compensation equal to the reasonable expenses the lessee will have to incur during the work. Such compensation is payable to the lessee on the date the vacancy begins.

The notice shall indicate

- the nature of the work;
- the date on which it is to begin;
- an estimate of its duration and, where applicable:
- the necessary period of vacancy;
- the compensation offered;
- any other conditions under which the work will be carried out if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the dwelling for more than 1 week. In such case, at least 3 months' notice is required.

If the lessee fails to reply within 10 days after receiving the notice requiring him to vacate the dwelling temporarily, he is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the landlord may, within 10 days of such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to change or strike down any condition relating to the performance of the work which he considers abusive.

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

### Access to and visit of dwelling

**42.** To exercise rights of access to the dwelling, the landlord and the lessee are bound to act in good faith:

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

**43.** The landlord may, during the lease, have access to the dwelling

- to ascertain the condition of the dwelling between 9:00 a.m. and 9:00 p.m.;
- to show the dwelling to a prospective acquirer between 9:00 a.m. and 9:00 p.m.;
- to carry out work between 7:00 a.m. and 7:00 p.m.

In all 3 cases, the landlord shall give the lessee 24 hour's notice in writing or orally. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.) (particular No. 41).

**44.** A lessee who gives notice to the landlord of his intention to vacate the dwelling (particulars Nos. 52, 55 and 65) shall, from that time, allow the landlord to show the dwelling to prospective lessees between 9:00 a.m. and 9:00 p.m., and allow him to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

**45.** The lessee may require the presence of the landlord or his representative during a visit to or a verification of his dwelling (arts. 1932 and 2130 C.C.Q.).

**46.** Except in case of emergency, the lessee may deny access to the dwelling if the conditions fixed by law are not satisfied.

Where the lessee denies access to the dwelling for a reason other than those provided for by law, the landlord may obtain an order for access from the Régie du logement.

Abuse of the right of access by the landlord or unjustified denial of access by the lessee may also, in certain cases, entail condemnation to pay damages or exemplary damages (arts. 1863 and 1931 to 1933 C.C.Q.).

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

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

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

**49.** Every notice relating to the lease, given by the landlord (e.g., notice of modification in the lease to increase the rent) or by the lessee (e.g., notice of non-renewal of a lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then.

**Exception:** Only the notice by the landlord for the purpose of having access to the dwelling may be given orally (particular No. 43).

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

### Renewal and modification of lease

**Renewal of lease** (art. 1941 C.C.Q.)

**51.** A lease with a fixed term is renewed of right when the lease expires, which means that it is automatically renewed at term on the same conditions and for the same term.

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

The landlord may not prevent the lease from being renewed, except in certain cases (particulars Nos. 13 and 17). However, he may, with a view to the renewal, modify the lease, provided that he gives notice to the lessee (particulars Nos. 53 and 54).

The lessee may avoid such renewal, provided that he gives notice to the landlord (particulars Nos. 52 and 55).

**Non-renewal of lease by the lessee**

(arts. 1942, 1945 and 1946 C.C.Q.)

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

**Modification of lease**

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

**54.** The landlord shall, in that notice of modification, indicate to the lessee

- the modification or modifications requested;
- the new term of the lease, if he wishes to change it;
- the new rent in dollars or the increase requested, in dollars or as a percentage, if he wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent that will be determined by the Régie du logement;
- the time granted to the lessee to refuse the proposed modification, i.e., 1 month after receiving the notice (arts. 1943 and 1945 C.C.Q.).



**Reply to the notice of modification**

(art. 1945 C.C.Q.)

55. A lessee who receives a notice of modification of the lease has 1 month after receiving it to reply and notify the landlord that he

- accepts the requested modification or modifications; or
- refuses the requested modification or modifications; or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he accepts the modifications requested by the landlord. If the lessee refuses the modification, he is entitled to remain in his dwelling because his lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal (particular No. 56).

**Exception:** In the cases provided for in particular No. 10, a lessee who refuses the requested modification shall vacate the dwelling upon termination of the lease.

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

56. The landlord has 1 month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (Table B). If the landlord does not file such application, the lease is renewed on the same conditions, except for the term of the lease, which may not be longer than 12 months.

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

57. Where the landlord and the lessee agree on the modifications to be made to the lease (e.g., rent, term), the landlord shall give the lessee a writing evidencing the modifications to the initial lease before the beginning of the renewed lease.

**Contestation of adjustment of rent**

(art. 1949 C.C.Q.)

58. Where a lease of more than 12 months provides for the adjustment of the rent, the lessee or the landlord may contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within 1 month following the date on which the adjustment is to take effect.

**Repossession of dwelling** (arts. 1957, 1958, 1960 to 1964 and 1967 to 1970 C.C.Q.)

59. Where the lessor of the dwelling is the landlord, he may repossess the dwelling in order to live in it or to allow one of the beneficiaries provided for by law to live in it.

If the immovable belongs to more than 1 person, the dwelling may generally be repossessed only if there is only 1 other co-owner who is the spouse or concubinary of the other (e.g., co-owners who are brother and sister may not repossess a dwelling).

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

Beneficiaries may be

- the landlord, his father, mother, children or any other relative or person connected by marriage of whom he is the main support;
- the spouse from whom he is separated or divorced if he remains the main support of his spouse.

To repossess the dwelling, the lessor shall give notice within the prescribed time periods. The steps for the repossession of the dwelling and the time periods for the notices are presented in Table C.

The notice shall contain the following:

- the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the landlord, if any;
- the date fixed for the repossession.

**Assignment and subleasing**

60. Where a lessee assigns his lease, he abandons all his rights and transfers all his obligations in respect of the dwelling to a person called the assignee; as a result, he is

released from his obligations towards the landlord (art. 1873 C.C.Q.).

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

61. The lessee is entitled to assign his lease or to sublease his dwelling with the landlord's consent. However, the latter may not refuse to give his consent without a serious reason (arts. 1870 and 1871 C.C.Q.).

62. The lessee shall give the landlord notice of his intention to assign his lease or to sublease the dwelling. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the dwelling (art. 1870 C.C.Q.).

If he refuses, the landlord shall inform the lessee of his reasons for refusing within 15 days after receiving the notice. Otherwise, the landlord is deemed to have consented to the assignment or sublease (art. 1871 C.C.Q.).

63. A landlord who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.).

64. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the dwelling before receiving notice of 10 days to that effect from the sublessor or, failing him, from the landlord (art. 1940 C.C.Q.) (particular No. 131).

**Resiliation of lease by the lessee**

(art. 1974 C.C.Q.)

65. A lessee may resiliate his lease if

- he is allocated a dwelling in low-rental housing; or
- he can no longer occupy the dwelling because of a handicap; or
- in the case of an elderly person, he is admitted permanently to a residential and long-term care centre or to a foster home, whether or not he resides in such a place at the time of his admission.

Unless otherwise agreed by the parties, resiliation takes effect 3 months after the sending of a notice to the landlord, with an attestation from the authority concerned, or 1 month after the notice if the lease is a lease with an indeterminate term or for less than 12 months.

**Surrender of dwelling upon termination of the lease**

(particular No. 7)

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

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

67. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he received it, except for changes resulting from aging, fair wear and tear or superior force.

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

68. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he has made. If they cannot be removed without deteriorating the dwelling, the landlord may

- retain them by paying the value thereof; or
- compel the lessee to remove them and to restore the dwelling to the condition in which it was when he received it.

Where the dwelling cannot be restored to the original condition in which it was when the lessee received it, the landlord may retain them without compensation to the lessee (art. 1891 C.C.Q.).

Table A

**Non-renewal of lease by the lessee:  
periods for giving notice** (arts. 1942, 1945 and 1946 C.C.Q.)

	<b>Lessee who has not received a notice of modification of the lease</b>	<b>Lessee of a room who has not received a notice of modification of the lease</b>	<b>Lessee (including the lessee of a room) who has received a notice of modification of the lease</b>
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	Between 10 and 20 days before term	Within 1 month after receiving the landlord's notice
<b>Lease of less than 12 months</b>	Between 1 and 2 months before term		
<b>Lease with an indeterminate term</b>	Between 1 and 2 months before desired term	Between 10 and 20 days before desired term	

Table B

**Steps to modify the lease and periods  
for giving notice** (arts. 1942, 1945 and 1947 C.C.Q.)

	<b>1st step: Notice by landlord</b>	<b>2nd step: Lessee's reply</b>	<b>3rd step: Application to the Régie du logement by landlord</b>
<b>Lease of 12 months or more</b>	Between 3 and 6 months before term	Within 1 month after receiving the notice of modification. <b>If the lessee fails to reply, he is deemed to have accepted the requested modification.</b>	Within 1 month after receiving the lessee's refusal, otherwise the lease is renewed.
<b>Lease of less than 12 months</b>	Between 1 and 2 months before term		
<b>Lease with an indeterminate term</b>	Between 1 and 2 months before desired modification		
<b>Lease for a room</b>	Between 10 and 20 days before the term of the fixed term lease or before the desired modification if the lease is a lease with an indeterminate term		

Table C

**Steps for repossessing the dwelling and periods  
for giving notice** (arts. 1960, 1962 and 1963 C.C.Q.)

	<b>1st step: Notice by landlord</b>	<b>2nd step: Lessee's reply</b>	<b>3rd step: Application to the Régie du logement by landlord</b>
<b>Lease of more than 6 months</b>	6 months before term	Within 1 month after receiving the landlord's notice. <b>If the lessee fails to reply, he is deemed to have refused to vacate the dwelling.</b>	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
<b>Lease of 6 months or less</b>	1 month before term		
<b>Lease with an indeterminate term</b>	6 months before intended date of repossession		

**RÉGIE DU LOGEMENT**

Lessees and landlords may obtain information on their rights and obligations from the Régie du logement. Should a dispute arise, they may pursue legal remedies before the Régie.