



NATIONAL ASSEMBLY

SECOND SESSION

THIRTY-NINTH LEGISLATURE

Bill 22

(2011, chapter 29)

An Act to amend the Civil Code as regards the resiliation of a dwelling lease in certain cases

**Introduced 3 June 2011
Passed in principle 15 November 2011
Passed 29 November 2011
Assented to 30 November 2011**

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EXPLANATORY NOTES

This Act amends certain provisions of the Civil Code as regards the cancellation (resiliation) of a dwelling lease.

The Act provides that in a number of cases, a lease may be cancelled before the cancellation notice period expires not only if the parties so agree, as the current provisions provide, but also when the dwelling has been vacated by the lessee and is re-leased by the lessor during that period. This is to apply in cases where the lessee is allocated a dwelling in low-rental housing or, by reason of a decision of the court, is relocated in an equivalent dwelling corresponding to his or her needs, and where the lessee can no longer occupy the dwelling because of a handicap. This is also to apply where the lessee is an elderly person who has been permanently admitted to a residential and long-term care centre, a facility operated by an intermediary resource, a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided.

The Act also amends the provisions governing the cancellation of a lease in cases where the lessee's safety, or the safety of a child living with the lessee, is threatened by reason of the spouse's violent behaviour or a sexual aggression. The current applicable provisions already provide that the cancellation takes effect if the dwelling is re-leased by the lessor during the cancellation notice period. However, the Act further specifies that, in such a case as well, the cancellation of the lease cannot take effect before the dwelling has been vacated by the lessee.

Furthermore, the Act provides that if a lessee dies while living alone in a dwelling, the cancellation of the lease takes effect before the cancellation notice period expires if the parties so agree or as soon as the dwelling is re-leased by the lessor during the cancellation notice period.

The notice period for all the preceding lease cancellation situations is reduced from three to two months.

Lastly, under new provisions introduced by the Act, if part of the rent covered the cost of services of a personal nature provided to the lessee or to a child of the lessee who lived with the lessee, the lessor,

on cancellation of the lease, will only be entitled to claim that part of the rent that relates to the services which were actually provided before the lessee vacated the dwelling or died.

LEGISLATION AMENDED BY THIS ACT:

- Civil Code of Québec.

Bill 22

AN ACT TO AMEND THE CIVIL CODE AS REGARDS THE RESILIATION OF A DWELLING LEASE IN CERTAIN CASES

THE PARLIAMENT OF QUÉBEC ENACTS AS FOLLOWS:

1. Article 1892 of the Civil Code of Québec is amended by adding the following at the end of the second paragraph: “, and to services of a personal nature provided by the lessor to the lessee”.

2. The Code is amended by inserting the following article after article 1892:

“**1892.1.** The services listed in the form reproduced in Schedule 6 to the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee (R.R.Q., chapter R-8.1, r. 3) are services of a personal nature provided to the lessee.”

3. The Code is amended by inserting the following article after article 1895:

“**1895.1.** If the lease includes services of a personal nature to be provided to the lessee, the lessor must specify, in the relevant schedule to the mandatory form, the part of the rent that relates to the cost of each of those services.”

4. Article 1938 of the Code is amended by adding the following sentences at the end of the second paragraph: “In all cases, if part of the rent covers services of a personal nature provided to the lessee, the person living with the lessee at the time of the lessee’s death, the liquidator of the succession or the heir is only required to pay that part of the rent that relates to the services which were provided during the lifetime of the lessee. The same applies to the cost of such services if they are provided by the lessor under a contract separate from the lease.”

5. Article 1939 of the Code is replaced by the following article:

“**1939.** If no one is living with the lessee at the time of his or her death, the liquidator of the succession or, if there is no liquidator, an heir may resiliate the lease by giving the lessor two months’ notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or the heir and the lessor so agree or when the dwelling is re-leased by the lessor during that same period.

If part of the rent covers the cost of services of a personal nature provided to the lessee, the liquidator or the heir is only required to pay that part of the

rent that relates to the services which were provided during the lifetime of the lessee. The same applies to the cost of such services if they are provided by the lessor under a contract separate from the lease.”

6. Article 1974 of the Code is replaced by the following article:

“1974. A lessee may resiliate the current lease if he or she is allocated a dwelling in low-rental housing or, because of a decision of the court, the lessee is relocated in an equivalent dwelling corresponding to his or her needs; the lessee may also resiliate the lease if he or she can no longer occupy the dwelling because of a handicap or, in the case of a senior, if he or she is permanently admitted to a residential and long-term care centre, to a facility operated by an intermediate resource, to a private seniors’ residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

The resiliation takes effect two months after a notice is sent to the lessor, or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months. However, the resiliation takes effect before the two-month or one-month period expires if the parties so agree or when the dwelling, having been vacated by the lessee, is re-leased by the lessor during that same period. The notice must be sent with an acknowledgement from the authority concerned and, in the case of a senior, with a certificate from an authorized person stating that the conditions requiring admission to the facility have been met.

If part of the rent covers the cost of services of a personal nature provided to the lessee, the lessee is only required to pay that part of the rent that relates to the services which were provided before he or she vacated the dwelling. The same applies to the cost of such services if they are provided by the lessor under a contract separate from the lease.”

7. Article 1974.1 of the Code is amended

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

“The resiliation takes effect two months after a notice is sent to the lessor or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months. However, the resiliation takes effect before the two-month or one-month period expires if the parties so agree or when the dwelling, having been vacated by the lessee, is re-leased by the lessor during that same period.”;

(2) by adding the following paragraph at the end:

“If part of the rent covers the cost of services of a personal nature provided to the lessee or to a child of the lessee who lives with the lessee, the lessee is

only required to pay that part of the rent that relates to the services which were provided before he or she vacated the dwelling. The same applies to the cost of such services if they are provided by the lessor under a contract separate from the lease.”

8. Article 1895.1 of the Civil Code, enacted by section 3, is applicable only to leases renewed or entered into after 30 November 2011.

9. For the purposes of article 1974 of the Civil Code, amended by section 6, nursing care includes care provided within the scope of the professional activities that nurses and nursing assistants are authorized to exercise under an Act or a regulation, and care provided within the scope of such activities by any person authorized to exercise them under an Act or a regulation.

Personal assistance services for the purpose of that section include

(1) assistance with and supervision of eating, personal hygiene, dressing, locomotion, transferring in and out of bed or in and out of a chair or a wheelchair, and using the toilet or a commode chair, including encouragement to carry out such activities;

(2) invasive care involved in assistance with activities of daily living or administering medication; and

(3) distribution of medication.

This section is applicable until a regulation is made under the Act respecting health services and social services (R.S.Q., chapter S-4.2) to define the expressions “nursing care” and “personal assistance services”.

10. This Act comes into force on 30 November 2011.