### **Draft Regulation**

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

Civil Code of Québec

# Mandatory lease forms and particulars of the notice to a new lessee

#### -Amendment

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

The draft Regulation essentially amends the Regulation and the mandatory lease forms and the notice to a new lessee to integrate legislative amendments made over the last few years. The amendments concern in particular certain cases of resiliation of a dwelling lease. They also include new provisions relating to the services of a personal nature provided to a lessee and the portion of the rent associated with the costs of those services. Other amendments relating to health and social services in respect of private seniors' residences and relating to the civil union are also integrated.

The draft Regulation also updates the form and content of the forms in order to better inform the public of their rights and obligations and to make the forms easier to use.

Further information may be obtained by contacting Lucie Sabourin, Régie du logement, Village Olympique, Pyramide Ouest (D), rez-de-chaussée, bureau 2360, 5199, rue Sherbrooke Est, Montréal (Québec) H1T 3X1; telephone: 514 873-6575; fax: 514 864-3025.

Any person wishing to comment on the matter is requested to submit written comments within the 45-day period to Lucie Sabourin, Régie du logement, Village Olympique, Pyramide Ouest (D), rez-de-chaussée, bureau 2360, 5199, rue Sherbrooke Est, Montréal (Québec) H1T 3X1.

SYLVAIN GAUDREAULT, Minister of Municipal Affairs, Regions and Land Occupancy

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

An Act respecting the Régie du logement du Québec (chapter R-8.1, s. 108, 1st par., subpar. 5)

Civil Code of Québec (arts. 1895 and 1896)

- **1.** The Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee (chapter R-8.1, r. 3) is amended by replacing section 2 by the following:
- "2. Where one or more services in addition to those indicated in the lease form for a dwelling are offered, including services of a personal nature to be provided to the lessee, the lessor must complete, in addition to the appropriate schedule of the mandatory form of the Régie du logement, parts 1 and 2 of the form appearing in Schedule 6.

In the case of services of a personal nature to be provided to the lessee, the lessor must indicate the cost of each such service and the total rent payable.".

- **2.** Section 4 is amended by inserting ", including services of a personal nature provided to the lessee," after "its accessories, dependencies and services".
- **3.** Schedules 1, 2, 3, 4, 5, 6 and 7 are replaced respectively by Schedules 1, 2, 3, 4, 5, 6 and 7 attached to this Regulation.
- **4.** This Regulation comes into force on the ninetieth day following the date of its publication in the *Gazette Officielle du Québec*.

# **SCHEDULE 1**

(s. 1)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT IN AN EDUCATIONAL INSTITUTION

Régie du logement Québec 🖼 🖏  www.rdl.gouv.qc.ca Montréal area: 514 873-BAIL* Elsewhere in Québec: 1 800 683-BAIL*  *An automated information service is available around the clock.  RÉGIE DU LOGEMENT MANDATORY FORM   TWO COF	LEASE in an Educational Institution
A BETWEEN THE LESSEE (WRITE LEGIBLY)	AND THE LESSOR (WRITE LEGIBLY)
(STUDENT)	(EDUCATIONAL INSTITUTION)
Name	Name
No. Street Apt.	No. Street Apt.
Municipality Postal code	Municipality Postal code
Telephone No. (cell phone)	Telephone No. (cell phone)
Email address	Email address
Represented by:	Represented by:
The names indicated in the losse must be these that the stu	udent and the educational institution are legally authorized to use.
	DOM, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)
	leased property is a dwelling instead of a room.
Address and description of room	react property is a unclining instead of a room.
Address and description of room	
The room is leased for residential purposes only.	
Utdoor parking Parking space	
☐ Indoor parking Parking space	
Specify	fy (cost)
Appliances Furniture	Other
Stove	uch(es) Smoke detector(s) Number
☐ Microwave oven ☐ Chair(s) ☐ Arm	nchair(s)
☐ Refrigerator ☐ Chest(s) of drawers ☐ ☐ Bed	d(s) Other
The educational institution and the student undertake, in accordance w	with their respective responsibilities to comply with the regulations
respecting the presence and proper working order of one or more smol	ske detectors in the room and the immovable.
Initials of the educational institution's mandatary Day Month Year	Initials of student Day Month Year
C   TERM OF LEASE (art. 1851 C.C.Q.)	
TERM The term of the lease is	From L L To L L L
Specify number of weeks or months	Day Month Year Day Month Year
	9
	l d
Régie du logement	May not be reproduced 1 of 6
	Ι 0Ι Φ

D RENT (arts. 185	5, 1903 and 1904	C.C.Q.)			
The rent is \$	□ Per mont			Rent: The rent is payable in exceeding one month's rent	equal instalments not
for a total amount of \$	, for the fi	ull term of the le	ase (if it is a fixed term lease).	instalment, which may be les	5.
DATE OF PAYMENT				The educational institution other amount of money fro deposit for the keys).	
FIRST PAYMENT PERIOD  The rent will be paid on	Day Month Year			Payment of rent for the first	payment period: At
OTHER PAYMENT PERIODS The rent will be paid on to	,	e month 🛚	Of the week	the time of entering into the institution may require adva- rent for only the first paym first month, the first week). I may not exceed one month's	nce payment of the ent period (e.g. the he advance payment
METHOD OF PAYMENT				Payment of rent for the other rent is payable on the first period (e.g. month, week), unl	payment periods: The
·	☐ Electronic bank tran	nsfer	r	Method of payment: The e may not require payment by cheque or any other postdat	ducational institution means of a postdated
The student agrees to give the term of the lease.	the educational institu	ition postdated (	cheques for	otherwise agreed.  Place of payment: The rer	t is payable at the
Initials of student				student's domicile, unless of 1566 C.C.Q.)	therwise agreed (art.
PLACE OF PAYMENT  The rent is payable at Place	e of payment (specify if the	navment is made h	v mail)	Proof of payment: The stuc receipt for the payment of h (arts. 1564 and 1568 C.C.Q.).	lent is entitled to a s or her rent in cash
		. ,		(	
E   SERVICES AND ( BY-LAWS OF THE IMMO)				Pulsus efeks 12 = 12	- destable 1
A copy of the by-laws of the	immovable was given		efore entering into the lease.	By-laws of the immovable: The in the immovable are establic by-laws pertain to the enjoyn nance of the room and of the	shed by by-laws. The nent, use and mainte-
Day Month Y	ear Initials of stud	ent		If such by-laws exist, the e must give a copy of them to entering into the lease so that of the lease (art. 1894 C.C.Q.).	ducational institution the student <b>before</b>
ipecify The contact information fo	the janitor or the pers	on to contact if	necessary is as follows:	The by-laws may not cont violate the law.	radict the lease or
Name		Telephone No	D.	Assessment of the condition absence of an assessment of	of premises: In the
Email address		Other telepho	one No. (cell phone)	premises (descriptions, photo dent is presumed to have rece condition at the beginning o	graphs, etc.), the stu- ived the room in good
THE FOLLOWING SERVIC	ES WILL BE BORNE B	Y:		2nd par. C.C.Q.).	tile lease (art. 1050
	Educational institution	Student		Educational institution	Student
Heating of room			Laundry		
Hot water (user fees)			Wired Internet access		
Electricity			Wireless Internet acce	ss 🗆	
Snow and ice removal			Telephone		
OTHER CONDITIONS					
			ENT FIXED AND THE LE		
The student and the edu for the fixing of the rent if one of the following s	or for the modificati		o the Régie du logement condition of the lease	If one of the two boxes opp and if the five-year period ha student who refuses a modificate requested by the educational	s not yet expired, the ation in his or her lease
☐ The room is located in a	n immovable erected fiv	ve years ago or l	ess.	increase in the rent, must vi- termination of the lease (partic	acate the room upor
The immovable became	ready for habitation or	n L L Day Month	Year .	If neither of the two boxes	opposite is checked
OR			rea	off and if the student refuses or her lease requested by th tion and wishes to continue to	a modification in his e educational institu- o live in the room, the
The room is located in a a change of destination	that was made five ye	ars ago or less.		lease is then renewed. The e may apply to the Régie du l conditions of the lease fixed	ducational institution ogement to have the or the purposes of its
- III	ready for habitation or	n L	<u> </u>	renewal (particulars Nos. 44	and 45).
The immovable became	,	Day Month	Year		
		Day Month	Year the lease (e.g. decrease in rent		

MOTICE TO A NEW STUDENT (arts. 1896 and 1950 C.C.Q.)	
Mandatory notice to be given by the educational institution at the time the lease is entered into, except when one of the two boxes in Section F is checked off.  I hereby notify you that the lowest rent paid for your room during the 12 months	If the new student pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease is entered into, apply to the
preceding the beginning of your lease, or the rent fixed by the Régie du logement	Régie du logement to have the rent fixed.
during that period, was \$  □ Per month □ Per week □ Other	If the educational institution did not give such notice at the time the lease was entered into, the new student may, within two months after the beginning
The property leased, the services offered by the educational institution and the conditions of your lease are the same.	of the lease, apply to the Régie du logement to have his or her rent fixed.
□ Yes □ No	The new student may also make such application within two months after the day he or she becomes
If the "No" box is checked off, the following changes have been made (e.g. addition or removal of a service):	aware of a false statement in the notice.
Signature of the education institution's mandatary	Day Month Year
H SIGNATURES	
Signature of the educational institution's mandatary  Day Month Year Signature of student (or his o	r her mandatary) Day Month Year
Any other person who signs the lease must clearly indicate in what capacity he or she	is doing so (e.g. surety).
None from 1970	- Consider
Name (WRITE LEGIBLY) Signature	Capacity
Address of signatory	Day Month Year
The educational institution must give the student a copy of the lease within 10 days after e	entering into the lease (art. 1895 C.C.O.).
3 of 6	

Initials of lessor Initials of lessee

#### **PARTICULARS**

In the case of differences between this document and the laws that apply to leased premises, the laws take priority.

#### GENERAL INFORMATION

These particulars describe most of the rights and obligations of student-lessees and educational institution-lessors. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the Civil Code of Québec (C.C.Q.), and the specific rules pertaining to leases in an educational institution contained in articles 1979 to 1983.

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the Civil Code of Québec. No right may be exercised with the intent of injurging another or in an excessive and unreasonable manner that is contarry to the requirements of good faith (arts. of, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the room, whether or not they are included in the lease of the room or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

Except if the size of the room justifies it, an educational institution may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant. Nor can it 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 loapement (art. 1899 C.C.Q.)

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

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages.

#### Charter of human rights and freedoms

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

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

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

#### Access to and protection of personal information

If the educational institution is a public body, it shall comply with the prescriptions of the Act respecting Access to documents held by public bodies and the Protection of personal information. Otherwise, it shall comply with the prescriptions of the Act respecting the Protection of personal information in the private sector.

#### ENTERING INTO THE LEASE

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

1. The lease and the by-laws of the immovable shall be drawn up in French. However, the educational institution and the student may expressly agree to use another language (art. 1897 C.C.Q.).

#### Clauses of the lease

The educational institution and the student may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.

The legal rules contained in particulars Nos. 18, 19, 47 and 48 are suppletive, i.e. they apply if the parties do not decide otherwise.

 Pursuant to article 1893 of the Civil Code of Québec, clauses that are inconsistent with articles 1854 2nd par, 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1869, 1883, 1892 to 1939, 1941 to 1955, 1959 to 1961 and 1965 to 1983 of the Code are without effect

For instance, no one may waive his or her right to maintain occupancy in the lease (arts. 1936, 1979 and 1983 C.C.Q.).

Also, no one may release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).
The following clauses are also without effect:

- a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.O.):
- a clause that renders the student liable for damage caused without the student's fault (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause whereby the student acknowledges that the room is in good habitable condition (art. 1910 C.C.O.);
- a clause providing for the total payment of the rent if the student fails to pay an instalment (art. 1905 C.C.O.):
- or 1393 C.C.C.),

  a clause limiting the right of the student to
  purchase property or obtain services from such
  persons as the student chooses, and on such
  terms and conditions as he or she sees fit (art.
  1900 C.C.O.).
- The student may apply to the Régie du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.O.).

#### RIGHT TO MAINTAIN OCCUPANCY

- 5. The student has a personal right to maintain occupancy in his or her room (art. 1936 C.C.Q.). The student may be evicted from his or her room only in certain cases provided for by law, including:
- resiliation of the lease for non-performance of obligations (art. 1863 C.C.Q.);
- resiliation of the lease if the student ceases to be a full-time student, ends his or her studies or ceases to be enrolled in the educational institution (arts. 1982 and 1983 C.C.Q.).
- A student who leases a room in an educational institution is entitled to maintain occupancy for any period during which he or she is enrolled in the educational institution as a full-time student (art. 1979 C.C.Q.).

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

 A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease (art. 1980 C.C.Q.).

- 8. A student who leases a room for the summer period only is not entitled to maintain occupancy (art. 1979 C.C.Q.).
- 9. The lease of a student is resiliated of right when the student ends his or her studies or ceases to be enrolled in the educational institution (art. 1983 C.C.Q.).
- **10.** Where a student ceases to be a full-time student, the educational institution may resiliate his or her lease by giving one month's notice.

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

- **11.** Where a student ceases to be a full-time student, he or she may likewise resiliate the lease by giving one month's notice (art. 1982 C.C.Q.).
- 12. Pursuant to article 1974.1 of the Civil Code of Québec, a student may also resiliate his or her lease if the student's safety is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

#### New lessor

13. The new lessor is bound to respect the lease of the student.

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

#### Non-payment of rent

15. Non-payment of rent entitles the educational institution to apply to the tribunal for a condemination forcing the student to pay it. Also, if the student is over three weeks late in paying the rent, the educational institution may obtain the resiliation of the lose and the eviction of the student.

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

#### DELIVERY OF ROOM AT THE BEGINNING OF THE LEASE

16. On the date fixed for the delivery of the room, the educational institution shall deliver it in a good state of repair in all respects. Nowever, the student and the educational institution may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

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

17. An educational institution may not offer a room that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The student may refuse to take possession of such a room. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

#### **ENJOYMENT OF PREMISES**

**18.** The educational institution shall provide the student with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

- 19. The student shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).
- 20. The student may not, without the consent of the educational institution, use or keep in the room a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the educational institution (art. 1919 C.C.O.).
- 21. The student and the persons he or she allows to use or to have access to the room shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).
- 22. During the term of the lease, the educational institution and the student may not change the form or destination of the room (arts, 1856 C.C.O.).

#### MAINTENANCE AND REPAIRS

#### Obligation of maintenance

- 23. The educational institution is bound to war rant 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.O.).
- 24. The student shall keep the premises in clean condition. Where the educational institution carries out work in the premises, it shall restore them to clean condition (art. 1911 C.C.Q.)
- 25. A student who becomes aware of a serious defect or deterioration of the leased premises shall inform the educational institution within a reasonable time (art. 1866 C.C.O.).
- 26. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.O.).
- 27. The student may abandon the room if it becomes unfit for habitation. In such case, he or she shall inform the educational institution of the condition of the room before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

#### Urgent and necessary repairs

- 28. The student shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses including the right to compensation if he or she vacates the room temporarily.
- In the case of urgent renairs, the educational institution may require the student to vacate the property temporarily, without notice and without authoriza tion from the Régie du logement (art. 1865 C.C.Q.).
- 29. The student may, without the authorization of the Régie du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased premises. However, the student may do so only if he or she has informed or attempted to inform the educational institution of the situation and if the latter has not acted in due course

The educational institution may intervene at any time to pursue the work.

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

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

30. The educational institution shall give notice to the student before undertaking in the leased premises major improvements or repairs that are not urgent. If it is necessary for the student to vacate the room temporarily, the educational institution shall offer him or her an indemnity equal to the reasonable expenses the student will have to incur during the work. Such indemnity is payable to the student on the date he or she vacates the

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

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

If the student fails to reply within 10 days after receiving the notice requiring him or her to vacate the room temporarily, the student is deemed to have refused to varate the premises. If the student refuses to vacate or fails to reply, the educational institution may, within 10 days after such refusal, apply to the Régie du logement for a rul-

However, if the notice does not require the student to vacate the room temporarily or if the student agrees to vacate, the student may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive

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

#### ACCESS TO AND VISIT OF PREMISES

- 31. To exercise rights of access to the room, the educational institution and the student are bound to act in good faith:
- · the student shall facilitate access to the room and shall not refuse access without justification;
- the educational institution shall not abuse its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).
- 32. The educational institution may have access to the room during the lease:
- to ascertain the condition of the room between 9 a.m. and 9 n.m.:
- to show the room to a prospective acquire between 9 a.m. and 9 p.m.:
- to carry out work between 7 a.m. and 7 p.m. In all three cases, the educational institution shall notify the student verbally 24 hours in advance In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.)
- 33. A student who has not given a notice of renewal of his or her lease or who exercises his or her right to resiliate the lease shall allow the educational institution to show the room to prospective lessees during the month preceding the end of the lease. Visits shall take place between 9 a.m. and 9 p.m. The student shall also allow the institution to post "For rent" signs (arts, 1930 and 1932 C.C.Q.).

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

- 34. The student may require the presence of a representative of the educational institution during a visit to or a verification of the room (art. 1932 C.C.Q.)
- 35. Except in case of emergency, the student may deny access to the room if the conditions fixed by law are not satisfied

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

Abuse of the right of access by the educational in stitution or unjustified denial of access by the stu-dent may also, depending on the circumstances, allow the exercise of certain remedies, such as the

filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

36. No lock or other device restricting access to the leased premises may be installed or replaced without the consent of the student and the educational institution (art 1934 C C O )

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

38. Every notice relating to the lease, given by the educational institution (e.g. notice of modification of the conditions of the lease) or by the student (e.g. notice of renewal of the lease), shall be written and drawn up in the same language the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception: Only a notice by the educational institution for the purpose of having access to the room may be given orally.

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

#### RENEWAL AND MODIFICATION OF LEASE

#### Renewal of lease

40. The lease for a room in an educational institution is not renewed of right, unlike leases for other kinds of dwellings.

41. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease that he or she intends to renew it.

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

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

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

- 42. At the renewal of the lease, the educational institution may modify the rent or another condition of the lease, provided that it gives notice of the modification to the student within the following periods:
- in the case of a room
- between 10 and 20 days before the lease expires, regardless of its duration;
- in the case of a dwelling:
- between three and six months before the lease expires if its term is 12 months or more: between one and two months before the lease expires if its term is less than 12 months
- 43. The educational institution shall, in the notice
- of modification, indicate to the student: the modification(s) requested:
- the new term of the lease, if it wishes to change it; the new rent in dollars or the increase requi ed, expressed in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Régie du logement;
- the time granted to the student to refuse the proposed modification(s), i.e. one month af receiving the notice (arts. 1943 and 1945

Reply to a notice of modification

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

44. A student who receives a notice of modification of the lease has one month after receiving it to reply and notify the educational institution that he or she:

accepts the requested modification(s); or
 refuses the requested modification(s).

If the student fails to reply, this means that he or she accepts the modification(s) requested by the educational institution.

If the student refuses the modification(s), he or she is entitled to remain in the room and the lease is renewed. However, the Régie du logement may be requested to set the conditions of renewal.

Exception: Where one of the two boxes in Section F is checked off, the student who refuses the requested modification(s) shall vacate the room permanently upon termination of the lease.

Fixing of conditions of the lease by the Régie du logement
45. The educational institution has one month,

after receiving the reply of a student who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the educational insti-tution does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

#### ASSIGNMENT AND SUBLEASING

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

#### SURRENDER OF ROOM UPON TERMINATION OF THE LEASE

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

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

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

The condition of the premises may be established by the description made or the photographs taken by the parties; otherwise, the student is presumed to have received the dwelling in good condition

# **SCHEDULE 2**

(s. 1)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT FOR A DWELLING IN LOW-RENTAL HOUSING

Régie du logement Québec & & & & & & & & & & & & & & & & & & &		EASE  for a Dwelling w-Rental Housing
RÉGIE DU LOGEMENT MANDATORY FORM   TWO COP	IES	
A BETWEEN (WRITE LEGIBLY)		
THE LESSEE	THE LESSEE	
Name	Name	
No. Street Apt.	No. Street	Apt.
Municipality Postal code	Municipality	Postal code
Telephone No. (cell phone)	Telephone No.	Other telephone No. (cell phone)
Email address	Email address	
THE LESSOR		
Name	AA	
No. Street Apt.	Municipality	Postal code
Telephone No. Other telephone No. (cell phone)  Represented by:	Email address	
represented by:		
The names indicated in the lease must be those the The term "lessor" in the Civil Code of Quebe  B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street	LING, ACCESSORIES A	AND DEPENDENCIES (art. 1892 C.C.Q.)  Apt.
B   DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality  C   TERM OF LEASE (art. 1851 C.C.Q.)	LING, ACCESSORIES A	AND DEPENDENCIES (art. 1892 C.C.Q.)  Apt.  tal code Number of rooms
B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality	LING, ACCESSORIES A	AND DEPENDENCIES (art. 1892 C.C.Q.)  Apt.
B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality C TERM OF LEASE (art. 1851 C.C.Q.)  The term of the lease is Specify number of weeks or months	LING, ACCESSORIES A	AND DEPENDENCIES (art. 1892 C.C.Q.)  Apt.  tal code Number of rooms
B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality  C TERM OF LEASE (art. 1851 C.C.Q.)  The term of the lease is Specify number of weeks or months	LING, ACCESSORIES A	AND DEPENDENCIES (art. 1892 C.C.Q.)  Apt.  tal code Number of rooms  Month Year To Day Month Year  Rent: The rent is payable in equal instalments not
B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality C TERM OF LEASE (art. 1851 C.C.Q.)  The term of the lease is Specify number of weeks or months  D RENT (arts. 1855, 1903 and 1904 C.C.Q.)	Post  From Day	AND DEPENDENCIES (art. 1892 C.C.Q.)  Apt. tal code Number of rooms  Month Year To Day Month Year
B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality  C TERM OF LEASE (art. 1851 C.C.Q.)  The term of the lease is Specify number of weeks or months  D RENT (arts. 1855, 1903 and 1904 C.C.Q.)  The rent is \$ Per month Per week for a total amount of \$, for the full term of the lease is This rent is the result of the application of the regulations respecting	Post  From Day  ease. the conditions for sonal nature in	Apt.  Apt.  Apt.  tal code  Number of rooms  Apt.  tal code  Number of rooms  Apt.  To Day Month Year  Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less. Nowever, the rent may vary during the term for the lease in accordance with articles 1992 and 1994 C.C., Capitaricular No.
B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality  C TERM OF LEASE (art. 1851 C.C.Q.)  The term of the lease is Specify number of weeks or months  D RENT (arts. 1855, 1903 and 1904 C.C.Q.)  The rent is \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per month Per week for a total amount of \$ Per mon	Post  From Day  ease. the conditions for sonal nature in	Apt.  Apt.  Apt.  Apt.  Ital code  Number of rooms  Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less. Nowever, the rent may vary during the term of the lease in accordance with articles 1992 and 1994 C.C.Q. (particulars Nos. 13 and 14).  The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).
B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality  C TERM OF LEASE (art. 1851 C.C.Q.)  The term of the lease is Specify number of weeks or months  D RENT (arts. 1855, 1903 and 1904 C.C.Q.)  The rent is \$	Post  From Day  ease. the conditions for sonal nature in	Apt.  Apt. Apt.
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B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality  C TERM OF LEASE (art. 1851 C.C.Q.)  The term of the lease is Specify number of weeks or months  D RENT (arts. 1855, 1903 and 1904 C.C.Q.)  The rent is \$	Post  From Day  ease. the conditions for sonal nature in by the Lessor.	Apt.  Apt.  Apt.  Ital code  Number of rooms  Apt.  Ital code  Number of rooms  Apt.  Ital code  Number of rooms  Apt.  Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less. However, the rent may vary during the tern of the lase in accordance with articles 1992 and 1994 C.C.Q. (particulars Nos. 13 and 14).  The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).  Payment of rent for the first payment period: At the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first weed). The advance payment of the rent for only the first weed one month's rent.  Payment of rent for the other payment periods: The rent is payable on the first day of each payment period (e.g. month, week), unless otherwise agreed.
B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality  C TERM OF LEASE (art. 1851 C.C.Q.)  The term of the lease is Specify number of weeks or months  D RENT (arts. 1855, 1903 and 1904 C.C.Q.)  The rent is \$	Post  From Lay  ease. the conditions for sonal nature in by the Lessor.	Apt.  Apt. Apt.
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B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality  C TERM OF LEASE (art. 1851 C.C.Q.)  The term of the lease is Specify number of weeks or months  D RENT (arts. 1855, 1903 and 1904 C.C.Q.)  The rent is \$ Per month	Post  From Day  ease. the conditions for sonal nature in by the Lessor.  he week	Apt.  Apt.  Apt.  Apt.  Ital code  Number of rooms  Apt.  Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less. However, the rent may vary during the term of the lase in accordance with articles 1992 and 1994 C.C.Q. (particulars Nos. 13 and 14).  The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).  Payment of rent for the first payment period: At the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first weed). The advance payment may not exceed one month's rent.  Payment of rent for the other payment periods: At the rent is payable on the first day of each payment the period (e.g. month), week), unless otherwise agreed.  Method of payment: The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.  Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed.
B DESCRIPTION AND DESTINATION OF LEASED DWEL  Address No. Street  Municipality  C TERM OF LEASE (art. 1851 C.C.Q.)  The term of the lease is Specify number of weeks or months  D RENT (arts. 1855, 1903 and 1904 C.C.Q.)  The rent is \$	Post  From Day  ease. the conditions for sonal nature in by the Lessor.  he week	Apt.  Apt. Apt.
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ACCESSORIES, DEP	ENDENCIES, SERVICES AND CONDITIONS	
BY-LAWS OF THE IMMOVAE		By-laws of the immovable: The rules to be
A copy of the by-laws of the in	nmovable was given to the lessee <b>before</b> entering into the lease.	observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment
Given on Day Month Year	Initials of lessee Initials of lessee	use and maintenance of the dwelling and of the common premises.
		If such by-laws exist, the lessor must give a copy
	IES, SERVICES AND CONDITIONS leasing conditions set by the regulations)	of them to the lessee <b>before</b> entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).
		The by-laws may not contradict the lease or violate the law.
		violate tile law.
The lessee has a right of acce	ss to the land.   Yes No	
=	ep one or more animals.   Yes No	
-	Specify	
ine lessor and the lessee undel and proper working order of or	rtake, in accordance with their respective responsibilities, to comply ne or more smoke detectors in the dwelling and the immovable.	y with the regulations respecting the presence
Initials of lessor's mandatary Da	ay Month Year Initials of lessee Initials of lessee	Day Month Year
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F SCHEDULES		
This lease is supplemented by	the following schedules	
illis lease is supplemented by	the following scriedules,	
		1116 11 1116
		, which form an integral part of the lease.
SIGNATURES		
3 SIGNATURES		
signature of lessee (or his or her man	datary) Day Month Year Signature of lessee (or his o	or her mandatary) Day Month Year
	,	,
ignature of lessor (or his or her man	datary) Day Month Year	
		□No
The lessees undertake to be so	olidarily liable for the lease (particulars Nos. 16 and 17).	i
The lessees undertake to be so		Initials of lessee Initials of lessee
The lessees undertake to be so	olidarily liable for the lease (particulars Nos. 16 and 17).	Initials of lessee Initials of lessee
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The lessees undertake to be so Any other person who signs wame (warra legator)  Address of signatory  The lessoe  NOTICE OF FAMILY  Alessee who is married or in lass been notified, by either of Notice to lessor  hereby declare that I am man hereby notify you that the dwignature of lessee or lessee's spouse	Signature  Signature  Signature  Signature  Signature  Signature  Nos. 16 and 17). Yes is the lease must clearly indicate in what capacity he or she is signature  Signature  Signature  A RESIDENCE (arts. 403 and 521.6 C.C.Q.)  In a civil union may not, without the written consent of his or her the spouses, that the dwelling leased is used as the family residence or in a civil union with  Name of spouse  welling covered by the lease will be used as the family residence.	Capacity  Capacity  Day Month Year  Day Month Year  To be lease (art. 1895 C.C.Q.).  To spouse, terminate the lease where the lessor ence.

Initials of lessor Initials of lessee

#### **PARTICULARS**

In the case of differences between this document and the laws that apply to dwellings, the laws take priority

#### GENERAL INFORMATION

These particulars describe most of the rights and obligations of the lesses and lessors. They summarize the essential points of the law concerning leases, i.e. articles 1831 to 1978 of the Civil Code of Québec (C., CQ.) and the specific rules pertaining to dwellings in low-rental housing contained in articles 1894 to 1995.

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the Civil Code of Québec. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith farts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the dwelling, whether or not they are included in the lease of the dwelling or in another lease. Some exceptions apply (arts. 1892 and 1892.1 C.C.Q.). Except if the size of the dwelling justifies it, a lessor may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he or she so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the Civil Code of Québec or under the Act respecting the Régie du logement (art. 1899 C.C.Q.).

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

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Regie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages.

#### Charter of human rights and freedoms

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

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

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

### Access to and protection of

personal information
If the lessor is a public body, he or she shall comply with the prescriptions of the Act respecting

ply with the prescriptions of the Act respecting Access to documents held by public bodies and the Protection of personal information. Otherwise, the lessor shall comply with the prescriptions of the Act respecting the Protection of personal information in the private sector.

#### Schedule 6

If the lease includes services in addition to those indicated on this form, including services of a personal nature, Schedule 6 of the lease, Services Offered to the Lessee by the Lessor, shall be completed.

#### ENTERING INTO THE LEASE

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

 The lease and the by-laws of the immovable shall be drawn up in French. However, the lessor and the lessee may expressly agree to use another language (art. 1897 C.C.Q.).

#### Clauses of the lease

narties do not decide otherwise

2. The lessor and the lessee may agree on various clauses, but they may not disregard, by means of a clause in the lease, the provisions of public order under a statute or those of the regulations respecting the Société d'habitation du Québec. The legal rules contained in particulars Nos. 18, 19 and 54 to 56 are suppletive, i.e. they apply if the

Pursuant to article 1893 of the Civil Code
of Quebec, clauses that are inconsistent with
articles 1854 2nd par., 1856 to 1858, 1860 to
1863, 1865, 1866, 1868, 1869, 1883, 1882 to
1893, 1941 to 1944, 1946, 1948, 1956, 1959
to 1961, 1965 to 1978 and 1984 to 1995 of the
Code are without effect.

# For instance: • the lessee may not waive his or her right to main

tain occupancy in the lease (art. 1936 C.C.Q.);

the parties may not agree that the lessee may sublease the dwelling or assign the lease (art. 1995 C.C.Q.).

A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.). The following clauses are also without effect:

- a clause limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.Q.);
   a clause that modifies the rights of the lessee by reason of an increase in the number of occur.
- pants, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);

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

#### RIGHT TO MAINTAIN OCCUPANCY

5. Subject to the lessor's right to relocate the lessee, the lessee has a personal right to maintain occupancy in his or her dwelling (arts. 1936 and 1990 C.C.O.).

The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the resiliation of the lease for non-performance of obligations (arts. 1863, 1971 and 1973 C.C.Q.).

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

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

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

#### New Jessor

- 8. The new lessor of an immovable is bound to respect the lease of the lessee. The lease is continued and may be renewed in the same manner as any other lease (art. 1937 C.C.Q.).
- 9. Where the lessee has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the lessee may, with the authorization of the Régie du logement, deposit the rent with it (art. 1908 C.C.Q.).

#### Death

 A lease is not terminated by the death of the lessee (art, 1884 C.C.O.).

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she continues to occupy the dwelling and gives notice to that effect in writing to the lessor within two months after the death. Otherwise, the liquidator of the succession or, if there is no liquidator, an heir may, in the month that follows the expiry of the two-month period, terminate the lease by giving notice of one month to that effect at the lessee.

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

In all cases, if the lessee received services of a personal nature, whether or not he or she lived alone, the liquidator, the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts. 1938 and 1939 C.C.O.).

The lessor may avoid the renewal of the lease under certain circumstances (art. 1944 2nd par. and art. 1991 C.C.Q.).

# DELIVERY OF DWELLING AT THE BEGINNING OF THE LEASE

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

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However, the lessor may not release himself or herself from the obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 ( ( ( ) )

12. A lessor may not offer a dwelling that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The lessee may refuse to take possession of such a dwelling. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.O.).

#### RENT

13. If the rent is not fixed in accordance with the regulations respecting the Société d'habitation du Québec respecting leasing conditions, the lessee may apply to the Régie du logement for a review of the rent within two months after it is fixed (art. 1992 C.C.O.).

### Reduction of rent during

#### the term of the lease

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

If the income of the lessee returns to or becomes greater than what it was, the former rent is reestablished; the lessee may contest the re-establishment of the rent by applying to the Régie du logement within one month after it is re-established (art. 1994 C.C.Q.).

#### Non-payment of rent

15. Non-payment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee.

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

#### LIABILITY OF SPOUSES AND CO-LESSEES

#### Liability of persons who are married or in a civil union

16 A married or civil union shouse who rents a dwelling for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the lessor of his or her unwillingness to be bound for the debt (arts. 397 and 521.6 C.C.Q.).

#### Liability of co-lessees

17. If the lease is signed by more than one lessee. the lessees are jointly liable for the obligations arising out of the lease, i.e. each of them is liable for his or her own share only (art. 1518 C.C.Q.). However, the co-lessees and the lessor may agree that the liability will be solidary. In such case, each lessee may be held liable for all the obliga-tions 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.O.).

#### **ENJOYMENT OF PREMISES**

18. The lessor shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

19. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

- 20. The lessee may not, without the consent of the lessor, use or keep in the dwelling a substance that constitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the lessor (art. 1919 C.C.Q.).
- 21. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920
- 22. The lessee and the persons he or she allows to use or to have access to the dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.O.)
- 23. During the term of the lease, the lessor and the lessee may not change the form or destination of the dwelling (art. 1856 C.C.Q.).

#### MAINTENANCE OF DWELLING AND REPAIRS

#### Obligation of maintenance

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

- 25. The lessee shall keep the dwelling in clean condition. Where the lessor carries out work in the dwelling, he or she shall restore it to clean condition (art. 1911 C.C.O.).
- 26. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the lessor within a reasonable time (art. 1866 C.C.O.).
- 27. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under the lease (art. 1912 C.C.Q.).
- 28. The lessee may abandon the dwelling if it becomes unfit for habitation. In such case, he or she shall inform the lessor of the condition of dwelling before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

#### Urgent and necessary repairs

29. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recour-ses, including the right to compensation if he or she vacates the dwelling temporarily

In the case of urgent repairs, the lessor may require the lessee to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

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

The lessor may intervene at any time to pursue

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

### Major non-urgent work

. 1922 to 1929 C.C.Q.)

31. The lessor shall give notice to the lessee before undertaking in the dwelling major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the dwelling temporarily, the lessor shall offer him or her an indemnity equal to the reasonable expenses the lessee will have to incur during the work. Such indemnity is payable to the lessee on the date he or she vacates the dwelling. The notice shall indicate the nature of the work the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

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

If the lessee fails to reply within 10 days after re ceiving the notice requiring him or her to vacate the dwelling temporarily, the lessee is deemed to have refused to vacate the premises. If the lesses refuses to vacate or fails to reply, the lessor may vithin 10 days after such refusal, apply to the Régie du logement for a ruling on the matter.

However, if the notice does not require the lesse to vacate the dwelling temporarily or if the lesses agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

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

#### ACCESS TO AND VISIT OF DWELLING

- 32. To exercise rights of access to the dwelling, the lessor and the lessee are bound to act in good faith:
- the lessee shall facilitate access to the dwelling. and shall not refuse access without justification
- . the lessor shall not abuse his or her rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.O.).
- 33. The lessor may have access to the dwelling during the lease:
- to ascertain the condition of the dwelling
- between 9 a.m. and 9 p.m.;

  to show the dwelling to a prospective acquirer between 9 a.m. and 9 p.m.;
- to carry out work between 7 a.m. and 7 p.m.

In all three cases, the lessor shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

34. A lessee who gives notice to the lessor of his or her intention to vacate the dwelling shall, from that time, allow the lessor to show the dwelling to prospective Jessees between 9 a.m. and 9 n.m. and allow the lessor to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

35. The lessee may require the presence of the lessor or his or her representative during a visit to or a verification of the dwelling (art. 1932 C.C.Q.).

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

Where the lessee denies access to the dwelling for a reason other than those provided for by lay the lessor may file an application with the Régie du logement to obtain an order for access

Abuse of the right of access by the lessor or unjustified denial of access by the lessee may also, depending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

**37.** No lock or other device restricting access to a dwelling may be installed or replaced without the consent of the lessor and the lessee (art. 1934

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

#### VOTICES

39. Every notice relating to the lease, given by the lessor (e.g., notice of modification of the conditions of the lease) or by the lessee (e.g., notice of resiliation of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

**Exception:** Only a notice by the lessor for the purpose of having access to the dwelling may be given orally.

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

#### RENEWAL AND MODIFICATION OF LEASE

#### Renewal of lease

**41.** A lease with a fixed term is "renewed of right" when the lease expires, which means that it is automatically renewed at term on the same conditions (art. 1941 C.C.O.).

The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 2 nd par, and art. 1991 C.C.Q.). However, he or she may modify the conditions of the lease with a view to the renewal. To that end, the leasor shall, in the case of a 12-month lease, give notice of the modification to the lease between three and six months before termination of the lease (art. 1942 C.C.Q.) and, in the case of a lease of less than 12 months, give such notice between one and two months before termination of the lease.

42. In the notice of modification, the lessor shall inform the lessee:

- of his or her intention to modify the rent (art. 1992 C.C.Q.);
- any other modification requested (arts. 1942 and 1993 C.C.Q.).

Except in the case of a notice of intent to modify the rent, the lessor shall also indicate the time granted to the lessee to refuse the modification requested (art. 1943 C.C.O.).

43. The lessee shall provide the lessor with the names of the persons living with him or her and with the documents required for a declaration of income. The information shall be provided within one month after receiving the lessor's request (regulations respecting the Société de l'habitation du Québec in regard to leasing conditions).

### Non-renewal of lease by the lessee

**44.** A lessee who has not received a notice of modification of a condition of the lease or a notice of intent to modify the rent may notify the lessor that he or she intends to vacate the dwelling upon termination of the lease (art. 1946 C.C.Q.).

This notice of non-renewal shall be given within the same time as that provided for in the *Civil Code of Québec* for modifying the lease (art. 1942

#### Contestation of a notice of modification

**45.** A lessee who has received a notice of modification of a condition of the lease other than the rent has one month after receiving the notice to apply to the Régie du logement for a ruling on the

merits of the modification. Otherwise, he or she is deemed to consent to the new conditions (art. 1993 C.C.Q.).

#### Fixing of the rent

46. If the rent is not fixed in accordance with the regulations respecting the Societé d'habitation du Québec, the lessee may, within two months after the rent is fixed, apply to the Régie du logement for a review of the rent (arts. 1956 and 1992).

#### Agreement on modifications

47. Where the lessor and the lessee agree on the modifications to be made to the lease (e.g. rent, other conditions), the lessor shall give the lessee a writing evidencing the modifications to the previous lease before the beginning of the renewal (art. 1895 C.C.O.).

#### RESILIATION OF LEASE BY THE LESSEE

**48.** The lessee of a dwelling in low-rental housing may resiliate the lease at any time by giving three months' prior notice (art. 1995 2nd par. C.C.Q.).

**49.** Pursuant to article **1974** of the *Civil Code of Québec*, a lessee may resiliate his or her lease if:

- he or she is allocated another dwelling in lowrental housing; or
- he or she is relocated in an equivalent dwelling corresponding to his or her needs, following a decision of the tribunal; or
- he or she can no longer occupy his or her dwelling because of a handicap; or
- in the case of a senior, he or she is permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

Notice (art. 1974 C.C.Q.)

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

The notice shall be sent with an attestation from the authority concerned.

In the case of a senior, the notice of resiliation shall also be sent with a certificate from an authorized person stating that the conditions requiring admission to the facility have been met. Pursuant to article 1974.1 of the Civil Code of Québec, a lessee may also resiliate his or her lease if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

#### Notice (art. 1974.1 C.C.Q.)

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

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exist a situation involving violence or sexual aggression, and other factual elements or documents supporting the lessee's statement provided by persons in contact with the victims, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act promptly.

Services (arts. 1974 and 1974.1 C.C.O.)

If the rent includes services of a personal nature provided to the lessee or, where applicable, to his or her child, the lessee is only required to pay that part of the rent that relates to the services provided before he or she vacated the dwelling, whether or not such services were provided under a contract separate from the lease.

#### ASSIGNMENT AND SUBLEASING

**50.** The lessee of a dwelling in low-rental housing may not sublease the dwelling or assign the lease (art. 1995 1st par. C.C.Q.).

#### RELOCATION OF LESSEE

51. A lessee who occupies a dwelling of a category other than that to which he or she is entitled may apply to the lessor to have his or her name re-entered on the eligibility list (regulations respecting the allocation of dwellings in low-rental housino).

If the lessor refuses to re-enter the lessee's name or enters it on the list for a category of dwelign other than that to which he or she is entitled, the lessee may apply to the Régie du logement to contest the lessor's decision within one month after receiving notice of the lessor's fretusal or the allocation of the dwelling (art. 1898 C.C.Q.).

52. If the lessee occupies a dwelling of a category other than that to which he or she is entitled, the lessor may, at any time, relocate him or her in a dwelling of the appropriate category or subcategory if the lessor gives the lessee three months' notice. The lessee may apply to the Régie du logement for a review of the decision within one month after receiving the lessor's notice (art. 1990 C.C.Q.).

53. An applicant entered on the eligibility list and already living in a dwelling in low-rental housing may be relocated if, for example, his or her safety or state of health or, where applicable, the safety or state of health of a member of his or her household so requires, in accordance with the criteria prescribed by a by-law of the lessor or the regulations respecting the allocation of dwellings in low-rental housino.

# SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

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

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

55. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he or she received it, except for changes resulting from aging, fair wear and tear or superior force. The condition of the dwelling may be established by the description made or the photographs taken by the parties; otherwise, the lessee is presumed to have received the dwelling in good condition (art 1890 CCO).

56. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he or she has made. If they cannot be removed without deteriorating the dwelling, the lessor may retain them by paying the value thereof or compel the lessee to remove them and to restore the property to the condition in which he or she received it. Where the dwelling cannot be restored to the condition in which the lessee received it, the lessor may retain them without compensation to the lessee [act. 1481] C.C.D.

# **SCHEDULE 3**

(s. 1)

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

Régie du logement Québec 🐯 🐯  www.rdl.gouv.qc.ca Montréal area: 514 873-BAIL* Elsewhere in Québec: 1 800 683-BAIL* *An automated information service is available around the clock.  RÉGIE DU LOGEMENT MANDATORY FORM   TWO COPI	00 S 00 88 00 88 00 88	of Land Intended for the Installation of a Mobile Home	
A BETWEEN (WRITE LEGIBLY)	<b>1</b> 5		
THE LESSEE	THE LESSEE		
Name	Name		
No. Street Apt.	No. Street	Apt.	
Municipality Postal code	Municipality	Postal code	
Telephone No. (cell phone)	Telephone No.	Other telephone No. (cell phone)	
Email address	Email address		
THE LESSOR			
Name			
No. Street Apt.	Municipality	Postal code	
Telephone No. Other telephone No. (cell phone)	Email address		
Where applicable, represented by:			
The names indicated in the lease must be those that The term "lessor" in the Civil Code of Québ	the lessee and the ec generally refer	lessor are legally authorized to use. s to the owner of the land.	
B DESCRIPTION AND DESTINATION OF LEASED LAND	, ACCESSORI	ES AND DEPENDENCIES (art. 1892 C.C.Q.)	
Address No. Street			
No. Street  Municipality		Apt. Postal Code	
Site No.		Size of the land	
The land is leased for residential purposes only.   Yes No			
If the "No" box is checked off, the land is leased for the combined purp	oses of housing	and, but, but, but, but, and, but, but, but, but, but	
no more than one-third of the total area will be used for that second pu	urpose (art. 1892	2 C.C.Q.).	
☐ Outdoor parking Number of places	Parking space	e(s)	
Other accessories and dependencies			
			-
			1
			1
C TERM OF LEASE (art. 1851 C.C.Q.)	1		
FIXED TERM LEASE The term of the lease is		MINATE TERM LEASE of the lease is indeterminate,	
Specify number of weeks, months or years			
From Day Month Year To Day Month Year	beginning	On Day Month Year	0
Neither the lessee nor the lessor may terminate the lease unilaterally, except in However, they may terminate the lease by mutual consent.	the cases provided	l for by law (particulars Nos. 5, 9, 23, 24, 45 and 51).	
Régie du logement		May not be reproduced	, _
	of 8		

RENT (arts. 1855, 1903 and 1904 C.C.Q.)	
The rent is \$ Per month Per week for a total amount of \$, for the full term of the lease (if it is a fix	Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.
DATE OF PAYMENT	A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made
The rent will be paid on Day Month Year.	within the first 12 months (art. 1906 C.C.Q.).  The lessor may not exact any other amount of
■ OTHER PAYMENT PERIODS  The rent will be paid on the 1st day □ Of the month □ Of the week	money from the lessee (e.g. deposit for the keys).  Payment of rent for the first payment period: At
Or on  Specify  METHOD OF PAYMENT	the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed
The rent is payable in accordance with the following method of payment:	one month's rent.  Payment of rent for the other payment periods: The
☐ Cash ☐ Cheque ☐ Electronic bank transfer ☐ Other  The lessee agrees to give the lessor postdated cheques for the term of the lease.	rent is payable on the first day of each payment period (e.g. month, week), unless otherwise agreed.
Initials of lessee Initials of lessee	Method of payment: The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.
PLACE OF PAYMENT	Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).
The rent is payable at	Proof of payment: The lessee is entitled to a receipt
Place of payment (specify if the payment is made by mail)	for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).
E   SERVICES AND CONDITIONS	
BY-LAWS OF THE MOBILE HOME PARK A copy of the by-laws of the mobile home park was given to the lessee <b>before</b> entering into the lease. Given on	By-laws of the mobile home park: The rules to be observed in the mobile home park are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the land and of the com- mon premises.
Day Month Year Initials of lessee Initials of lessee  WORK AND REPAIRS	If such by-laws exist, the lessor must give a copy of
WORK AND REPAIRS  The work and repairs to be done by the lessor and the timetable for performing are as follows:	them to the lessee <b>before</b> entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).
Before the delivery of the land	The by-laws may not contradict the lease or violate the law.
During the lease	Work and repairs: On the date fixed for the delivery of the land, the lessor must deliver it in a good state of repair in all respects. However, the lesse and the lessor may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).
	However, the lessor may not release himself or herself from the obligation to deliver the land, its
SERVICES AND CONDITIONS  The lessee has the right to keep one or more animals.   Yes No	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.).
Specify	Assessment of the condition of premises: In the absence of an assessment of the condition of the
Other (e.g. water and sewer services, snow and ice removal)	absence of an assessment of the conduiton of the premises (descriptions, photographs, ect.), the lesse is presumed to have received the land in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).
The contact information for the supervisor of the mobile home park or the perso	n to contact if necessary is as follows:
Name	Telephone No.
Email address	Other telephone No. (cell phone)
F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED	AND THE LEASE MODIFIED (art. 1955 C.C.O.)
The lessee and the lessor may not apply to the Régie du logement for the of the rent or for the modification of another condition of the lease if on the following situations applies:	e fixing  If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the lessee who refuses a modification in his or her lease requested by the lessor, such as an increase in the
	rent, must vacate the land upon termination of the
☐ The land was developed for residential purposes five years ago or less, i.e. on	lease (particulars Nos. 39 and 41).
☐ The land was developed for residential purposes five years ago or less, i.e. on	lease (particulars Nos. 39 and 41).  If neither of the two boxes opposite is checked off and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue to lease the land, the lease is then renewed.
☐ The land was developed for residential purposes five years ago or less, i.e. on  ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	lease (particulars Nos. 39 and 41).  If neither of the two boxes opposite is checked off and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to con-

MOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896 and 1950 C.C.	.Q.)			
Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, except when one of the two boxes in Section F is checked off.	If the new lessee or the than that declared in within 10 days after the is entered into, apply t	the notice e date th	ce, he or ie lease o	she may, r sublease
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	have the rent fixed.			
during that period, was \$	If the lessor did not give lease or sublease was e	entered i	nto the n	new Jessee
☐ Per month ☐ Per week ☐ Other	or the sublessee may, the beginning of the le logement to have his or	, within ease, app r her rent	two mon oly to the t fixed.	ntns arter Régie du
The property leased, the services offered and the conditions of your lease are the same.  ☐ Yes ☐ No	The new lessee or the such application within he or she becomes aw the notice.	two me	onths afte	er the day
If the "No" box is checked off, the following changes have been made (e.g. addition of a pool):	the notice.			
Signature of lessor		_ L Day	Month	Year
H SIGNATURES				
		1	1	
Signature of lessee (or his or her mandatary)  Day Month Year Signature of lessee (or his or her	er mandatary)	Day	Month	Year
The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12).	∃ No. —————			
Any other person who signs the lease must clearly indicate in what capacity he or she is (Particular No. 12)	IIIIIIIIIS OI IESSEE		tials of lesse other lesso	-
Name (warre legaty) Signature	Capacity			
			1	
Address of signatory		Day	Month	Year
Name (WRITE LEGIBLY) Signature	Capacity			
Address of signatory		l Day	Month	Year
The lessor must give the lessee a copy of the lease within 10 days after entering int	o the lease (art. 1895 C.C.	Q.).		
I NOTICE OF FAMILY RESIDENCE (arts. 403 and 521.6 C.C.Q.)				
A lessee who is married or in a civil union may not, without the written consent of his or her lease or terminate the lease where the lessor has been notified, by either of the spouses, that th				
Notice to lessor				
hereby declare that   am married to or in a civil union with   Name of spouse				
I hereby notify you that the land covered by the lease will be used to establish the family resider	nce.			
Signature of lessee or lessee's spouse Day Month Ye	ar			

#### **PARTICULARS**

In the case of differences between this document and the laws that apply to leased premises, the laws take priority

#### GENERAL INFORMATION

These particulars describe most of the rights and obligaof lessees and lessors. They summarize the e tial points of the law concerning leases, i.e. articles 1851 to 1978 of the Civil Code of Québec (C.C.O.), and the specific rules pertaining to the lease of land intended for the installation of a mobile home contained in articles 1996 to 2000

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the Civil Code of Québec. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the land, whether or not they are included in the lease of the land or in another lease Some exceptions apply (art. 1892 C.C.Q.).

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

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

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages

#### Charter of human rights and freedoms

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

The Charter also prohibits any discrimination and harassment based on race, colour, sex, pregnancy, sexual orien-tation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin. social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

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

#### Act respecting the Protection of personal information in the private sector

#### The lessor shall comply with the prescriptions of this Act. ENTERING INTO THE LEASE

Language of the lease and of the by-laws of the mobile home park

1. The lease and the by-laws of the mobile home park shall be drawn up in French. However, the lessor and the lessee may expressly agree to use another language (art 1897 C C O )

#### Clauses of the lease

The lessor and the lessee may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease.

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

3. Pursuant to article 1893 of the Civil Code of Québec clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1996 to 2000 of the Code are without effect.

For instance, no one may, in the lease:

waive his or her right to maintain occupancy (art.

· waive his or her right to sublease the land or to assign the lease (art. 1870 C.C.Q.).

person may not release himself or herself from the

obligation to give notice (art. 1898 C.C.O.). The following clauses are also without effect:

- · a clause limiting the liability of the lessor or releas
- ing the lessor from an obligation (art. 1900 C.C.Q.); a clause that renders the lessee liable for damage caused without the Jessee's fault (art. 1900 C.C.O.)
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants unless the size of the land warrants it (art, 1900
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906
- a clause whereby the lessee acknowledges that the land conforms to the development standards preed 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
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.O.).
- 4. The lessee may apply to the Régie du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.)

#### RIGHT TO MAINTAIN OCCUPANCY

5. The lessee, excluding a sublessee (art. 1940 C.C.O.). has a personal right to maintain occupancy on his or her land (art. 1936 C.C.Q.).

The lessee may be evicted from his or her land only in certain cases provided for by law, including the repossession of the land, eviction and the resiliation of the lease by the lessor. In addition, the lessor may give notice that the lease is not being renewed where the lessee has subleased the land for more than 12 months and where the lessee lived alone and has died (art. 1944 C.C.O.).

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 ersons comply with the formalities provided for by law

However, those persons lessees (art. 1951 C.C.Q.) ons are not considered to be new

#### New Jessor

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

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

9. A lease is not terminated by the death of the lessor or the lessee (art 1884 C C O )

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she continues to occupy the land and gives notice to that effect in writing to the lessor within two months after the death. Otherwise, the liquidator of the success or, if there is no liquidator, an heir may, in the month that follows the expiry of the two-month period, ter-minate the lease by giving notice of one month to that effect to the lessor.

If no one was living with the lessee at the time of his or her death, the liquidator of the succession or, if there is no liquidator, an heir may resiliate the lease by giv the lessor two months' notice within six months after the death. The resiliation takes effect before the two month period expires if the liquidator or the heir and the lessor so agree or when the land is re-leased by the sor during that same period (arts. 1938 and 1939

#### Non-payment of rent

10. Non-payment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in ng the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee.

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

#### LIABILITY OF SPOUSES AND CO-LESSEES

#### Liability of persons who are married or in a civil union

11. A married or civil union spouse who rents land for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previous informed the lessor of his or her unwilling bound for the debt (arts, 397 and 521.6 C.C.O.).

#### Liability of co-lessees and surety

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

However, the co-lessees and the lessor may agree that the liability will be solidary. In such case, each lessed may be held liable for all the obligations of the lease (art

only where it is expressly stipulated in the lease (art

Surety securing the performance of the obligations of the lessee does not extend to the renewal of the lease, un-less otherwise provided between the parties (art. 1881 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352 C.C.Q.).

#### **ENJOYMENT OF PREMISES**

13. The Jessor shall provide the Jessee with peaceable ment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

14. The lessee shall, throughout the term of the lease use the leased property "with prudence and diligence i.e. he or she must use it in a reasonable fashion (art 1855 C C O )

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

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

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

18. During the term of the lease, the lessor and the ssee may not change the form or destination of the land (art. 1856 C.C.O.).

#### MAINTENANCE OF LAND AND REPAIRS

### Obligation of maintenance

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

20. The lessee shall keep the land in clean condition Where the lessor carries out work on the land, he or she shall restore it to clean condition (art. 1911 C.C.O.)

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

22. The statutes and regulations respecting the safety, naintenance or standards of habitability and sanitation of a mobile home park shall be considered as obligations under the lease (arts. 1912 and 1996 C.C.Q.).

### Land unfit for habitation

23. A lessor may not offer land that is unfit for habita-tion, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public The lessee may refuse to take possession of such land. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.O.).

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

#### Urgent and necessary repairs

25. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the land temporarily. In the case of urgent repairs, the lessor may require the lessee to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

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

The lessor may intervene at any time to pursue the work.

The lessee shall render an account to the lessor of the repairs undertaken and the expenses incurred and shall er the invoices to the lessor. The lessee may with hold from his or her rent an amount for reasonable expenses incurred (arts 1868 and 1869 C C O )

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

27. The lessor shall give notice to the lessee before undertaking on the land major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the land temporarily, the lessor shall offer him or her an indemnity equal to the reasonable expenses the lessee will have to incur during the work. Such indemnity is payable to the lessee on the date he or she vacates the land.

The notice shall indicate the nature of the w the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lessee must vacate the land for more than one week In such case, at least three months' notice is required. If the lessee fails to reply within 10 days after receiv ing the notice requiring him or her to vacate the land temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the Régie du logement for a ruling on

However, if the notice does not require the lessee to vacate the land temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive

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

#### ACCESS TO AND VISIT OF LAND

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

- the lessee shall facilitate access to the land and shall not refuse access without justification; the lessor shall not abuse his or her rights and shall
- exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.). 29. The lessor may have access to the land during the
- to ascertain the condition of the land between 9 a.m.
- to show the land to a prospective acquirer betw
- 9 a.m. and 9 p.m.; to carry out work between 7 a.m. and 7 p.m.

In all three cases, the lessor shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts, 1898. 1931 and 1932 ( ( 0 )

30. A lessee who gives notice to the lessor of his or her intention to vacate the land shall, from that time. allow the lessor to show the land to prospective lessees

between 9 a.m. and 9 p.m., and allow the lessor to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

31. The lessee may require the presence of the lessor or his or her representative during a visit to or a verification of the land (art 1932 C C O )

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

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

Abuse of the right of access by the lessor or unjustified denial of access by the lessee may also, depending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damage: or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

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

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

#### NOTICES

35. Every notice relating to the lease, given by the lessor (e.g. notice of modification of the lease to increase the rent) or by the lessee (e.g. notice of non-renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception: Only a notice by the lessor for the purpose of having access to the land may be given orally.

36. Where a notice does not conform to the prescribed or the language, it is valid only on the condition that the person who gave it proves that the addressee not suffered any damage as a consequence.

#### RENEWAL AND MODIFICATION OF LEASE

#### Renewal of lease

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

However, a lease with a term of more than 12 months is renewed for one year only (art. 1941 C.C.O.).

The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.) wever, the lessor may modify the lease at the of renewal, provided that he or she gives notice to the

The lessee may avoid such renewal, provided that he or she gives notice to the lessor

#### Non-renewal of lease by the lessee

38. A lessee who wishes to vacate the land upon ter mination of a lease with a fixed term, or to terminate a lease with an indeterminate term, shall give notice to the lessor or reply to the lessor's notice within the time periods indicated in **Table A** (arts. 1942, 1945 and 1946 C.C.Q.).

#### Modification of lease

39. The lessor may modify the conditions of the lease at the time of its renewal. For instance, the lessor may modify its term or increase the rent. To that end, he or she shall give notice of the modification to the lessee within the time periods indicated in Table B (art. 1942

**40.** The lessor shall, in the notice of modification indicate to the lessee:

- the modification(s) requested;
   the new term of the lease, if he or she wishes to
- change it:
- w rent in dollars or the increase requested expressed in dollars or as a percentage, if he or she wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed

 the time granted to the lessee to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.)

eply to a notice of modification (art. 1945 C.C.Q.) 41. A lessee who receives a notice of modification of the lease from the lessor has one month after receiv-

- refuses the requested modification(s) and will continue to occupy the land (see "Exception" below); or will vacate the land upon termination of the lease

If the lessee refuses the modification(s), he or she is entitled to remain on the land because the lease is renewed. In case of refusal, see particular No. 42.

**Exception:** Where one of the two boxes in **Section** F is checked off, the lessee who refuses the requested modification(s) shall vacate the land upon termination of the lease (art. 1955 C.C.Q.).

A model of the "Notice of Rent Increase and Modifica-tion of Another Condition of the Lease" and a model of the lessee's reply to such notice are found at the end of these particulars and on the Régie du logement's website (www.rdl.gouv.qc.ca)

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

42. The lessor has one month, after receiving the reply of a lessee who refuses the modifications, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (see Table B). If the lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

#### Agreement on modifications

43. Where the lessor and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the lessor shall give the lessee a writing evidencing the ning of the renewal (art. 1895 C.C.Q.).

#### Contestation of an adjustment of rent

44. Where a lease with a term of more than 12 months contains a clause providing for an adjustment of the rent, the lessee or the lessor may contest the exces sive or inadequate nature of the agreed adjustment and have the rent fixed.

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

### REPOSSESSION OF LAND AND EVICTION

(arts. 1957 to 1970 C.C.Q.)

45. Where the lessor of the land is the owner, he or she may repossess the land in order to live on it or to allow one of the beneficiaries provided for by law to live on it. If the mobile home park belongs to more than one per son, the land may generally be repossessed only if there is only one other co-owner and the two co-ow

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

- . the lessor, his or her father, mother, children or any other relative or person connected by marriage or a civil union of whom the lessor is the main support;
- the spouse of whom the lessor remains the main support after a separation from bed and board of divorce or the dissolution of a civil union.

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

The notice shall contain the following

- the name of the beneficiary;
   the degree of relationship or the connection be-
- en the beneficiary and the lessor, if any;
- the date fixed for the repossession.

The lessor may evict the lessee to divide the land, enlarge it substantially or change its destination. The notice shall indicate the date of and the reason for the eviction and respect the time periods presented in Table D (arts. 1959 to 1961 C.C.O.).

A lessee who objects to the repossession of the land or to eviction from it shall do so in accordance with the rules provided for in the Civil Code of Québec (see

#### ASSIGNMENT AND SUBLEASING

46. Where a lessee assigns his or her lease, the lessee abandons all of his or her rights and transfers all of his or her obligations in respect of the land to a person called the "assignee"; as a result, the lessee is released from his or her obligations towards the lessor (art. 1873

A lessee who subleases all or part of his or her land binds himself or herself towards the sublessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.Q.).

47. The lessee is entitled to assign the lease or to sublease the land. He or she shall, however, except in the circumstances described in particular No. 57, obtain the lessor's consent. The lessor may not, however, refuse to give his or her consent without a serious reason (arts.

48. Subject to particular No. 57, the lessee shall give the lessor notice of his or her intention to assign the lease or to sublease the land. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the land (art, 1870 C.C.O.). If the lessor refuses, he or she shall inform the lessee

of his or her reasons for refusing within 15 days after receiving the notice. Otherwise, the lessor is deemed consented to the assignment or sublease (art.

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

50. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the land before receiving notice of 10 days to that effect from the sublessor or. failing him or her, from the lessor (art. 1940 C.C.Q.).

#### RESILIATION OF LEASE BY THE LESSEE

51. Pursuant to article 1974 of the Civil Code of he or she is allocated a dwelling in low-rental housing; or

- he or she can no longer occupy his or her land because of a handicap; or
- in the case of a senior, he or she is permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission

Notice (art. 1974 C.C.Q.)

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

The notice shall be sent with an attestation from the

In the case of a senior, the notice of resiliation shall also be sent with a certificate from an authorized person stating that the conditions requiring admission

Pursuant to article 1974.1 of the Civil Code of Québec, a lessee may also resiliate his or her lease if the safety of the lessee or of a child living with the lessee is threat-ened because of the **violent behaviour** of a spouse or former spouse or because of a sexual aggression, even by a third party.

#### Notice (art. 1974.1 C.C.O.)

The resiliation takes effect two months after a notice is sent to the lessor or one month after the notice is of less than 12 months, or before the expiry of this period if the parties so agree or when the land, hav-ing been vacated by the lessee, is re-leased during that same period.

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exists a situation involving violence or sexual aggression, and other factual elements or documents supporting the lessee's statement provided by persons in contact with the victims, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act

#### SURRENDER OF LAND UPON TERMINATION OF THE LEASE

52. The lessee shall vacate the land upon termination of the lease; no grace period is provided for by law. When vacating the land, the lessee shall remove any object other than those belonging to the lessor (art

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

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

54. Upon termination of the lease, the lessee shall or she has made. If they cannot be removed without deteriorating the land, the lessor may retain them by paying the value thereof or compel the lessee to remove them and to restore the land to the condition in which he or she received it.

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

#### MOBILE HOME SITUATED ON LAND

- The lessor of the land may not:
   require that he or she, the lessor, remove the mobile home of the lessee:
- limit the right of the lessee to replace his or her mobile home by another mobile home of his or her
- limit the right of the lessee to alienate or lease his or
- her mobile home; require that he or she, the lessor, act as the mandamandatary of the lessee for the alienation or lease of the mobile home;
- require any amount of money from the lessee by reason of the alienation or lease of the mobile home unless he or she acts as the mandatary of the lessee (arts. 1997 to 1999 C.C.Q.).

56. A lessee of the land who alienates his or her nobile home shall notify the lessor of the land immediately (art. 1998 C.C.Q.).

57. The acquirer of a mobile home becomes the lessee of the land unless he or she notifies the lessor of his or her intention to leave the land within one month after the acquisition (art. 2000 C.C.O.).

### NON-RENEWAL OF LEASE BY THE LESSEE: PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1946 C.C.Q.)

TABLE A	Lessee who has not received a notice of modification of the lease	Lessee who has received a notice of modification of the lease
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	Within 1 month after receiving the lessor's notice
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease	Wall Fillouid die receiving the lessor's house

#### STEPS FOR MODIFYING THE LEASE AND PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1947 C.C.Q.)

TABLE B	Step 1: Notice by lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by lessor	
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Within 1 month after receiving the	Within 1 month after receiving the	
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	If the lessee fails to reply, he or she is deemed to have accepted	lessee's refusal. Otherwise, the lease is renewed of right on the	
Lease with an indeterminate term	Between 1 and 2 months before proposed modification	the modification.	same conditions.	
		See particular	No. 41: Exception	

#### STEPS FOR REPOSSESSING THE LAND AND PERIODS FOR GIVING NOTICE (arts. 1960, 1962 and 1963 C.C.Q.)

TABLE C	Step 1: Notice by owner-lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by owner-lessor	
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the		
Lease of 6 months or less	1 month before termination of the lease	owner-lessor's notice.  If the lessee fails to reply, he or she is deemed to have refused	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.	
Lease with an indeterminate term	6 months before intented date of repossession	to vacate the land.	tile lessee to reply.	

# STEPS FOR EVICTING THE LESSEE FOR THE PURPOSE OF DIVIDING, ENLARGING OR CHANGING THE DESTINATION OF THE LAND AND PERIODS FOR GIVING NOTICE (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1: Notice by lessor	Step 2: Application to the Régie du logement by lessee
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the lessor's notice.  If the lessee does not object, he or she is deemed to have
Lease of 6 months or less	1 month before termination of the lease	agreed to vacate the land.  If the lessee objects, the lessor shall show the tribunal that
Lease with an indeterminate term	6 months before intended date of eviction	he or she truly intends to divide, enlarge or change the destination of the land and that he or she is permitted to do so by law.

### END OF MANDATORY PARTICULARS

NOTICE OF REINT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (arts. 1912 and 1943 C.C.Q.)  Notice to	MODEL OF NOTICE					
Name of Issae  Will be increased to \$	NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (arts. 1942 and 1943 C.C.Q.)					
Name of Issae  Will be increased to \$	Notice to					
1 - Amount of rent (check off ONE of the boxes below)   will be increased to \$	Name of lessee Address					
Your current rent of \$   will be increased to \$   (Indicate new rent)						
Or   Your current rent of \$	_					
Or   Your current rent of \$						
Or worten under the lease ending on by Morth Year will be increased by						
Your rent under the lease ending on   Day   Month Year   Whorth Year   Whorth Year   Whorth Year   Your lease will be renewed from   Day   Month Year   Your lease will be renewed from   Day   Month Year   Your lease will be renewed from   Day   Month Year   You ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.    Your lease of lessor or mandatary   Address   Ad						
2 - Term of lease Your lease will be renewed from						
Your lease will be renewed from Day Month Year to Day Month Year    3 - Other modification(s)  To the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.  Name of lessor or mandatary						
To the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.    Name of lessor or mandatary	2 – Term of lease					
To the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.    Name of lessor or mandatary	Your lease will be renewed from Day Month Year Day Month Year					
Name of lessor or mandatary  Address    Day   Month   Year	3 – Other modification(s)					
Name of lessor or mandatary  Address    Day   Month   Year						
Telephone No.  Signature of lessor or mandatary  ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND  I acknowledge receipt of this notice, on:    Day   Month   Year   Signature of lessee						
ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND    lacknowledge receipt of this notice, on:   Day	Name of lessor or mandatary Address					
ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND    lacknowledge receipt of this notice, on:   Day						
I acknowledge receipt of this notice, on:    Day						
The lessor should always keep a copy and proof of delivery of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).  To reply to this notice, the lessee may use the model of reply proposed by the Régie du logement, which is available on its website (www.rdl.gouv.qc.ca), at all of the Régie's offices or by mail.  MODEL OF REPLY  LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)  Notice to Name of lessor or mandatary Address of lessor or mandatary  Address of leased dwelling  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I accept the renewal of the lease and its modifications.  I refuse the proposed modifications and I am renewing my lease.  I am not renewing my lease and will vacate the land upon termination of the lease.  If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lease refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).  Day Month Year Signature of lessee  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:  Day Month Year Signature of lessor or mandatary  The lessee should always keep a copy and proof of delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand,						
The lessor should always keep a copy and proof of delivery of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by hand, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).  To reply to this notice, the lessee may use the model of reply proposed by the Régie du logement, which is available on its website (www.rdl.gouv.qc.ca), at all of the Régie's offices or by mail.  MODEL OF REPLY  LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)  Notice to Name of lessor or mandatary  Address of leased dwelling  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I accept the renewal of the lease and its modifications.  I refuse the proposed modifications and I am renewing my lease.  I am not renewing my lease and will vacate the land upon termination of the lease.  If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lease refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease)  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:  Day Month Year Signature of lessee  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  The lessee should always keep a copy and proof of delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand,	l acknowledge receipt of this notice, on:					
Confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).  To reply to this notice, the lessee may use the model of reply proposed by the Régie du logement, which is available on its website (www.rdl.gouv.qc.ca), at all of the Régie's offices or by mail.    MODEL OF REPLY	Day Month Year Signature of lessee					
To reply to this notice, the lessee may use the model of reply proposed by the Régie du logement, which is available on its website (www.rdl.gouv.qc.ca), at all of the Régie's offices or by mail.  MODEL OF REPLY  LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)  Notice to Name of lessor or mandatary Address of lessor or mandatary  Address of leased dwelling  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I accept the renewal of the lease and its modifications.  I refuse the proposed modifications and I am renewing my lease.  I am not renewing my lease and will vacate the land upon termination of the lease.  If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).  Day Month Year Signature of lessee  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:  Day Month Year Signature of lessor or mandatary  The lessee should always keep a copy and proof of delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand,	The lessor should always keep a copy and proof of delivery of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by hand,					
MODEL OF REPLY  LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)  Notice to Name of lessor or mandatary Address of lessor or mandatary  Address of leased dwelling  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I accept the renewal of the lease and its modifications.  I refuse the proposed modifications and I am renewing my lease.  I am not renewing my lease and will vacate the land upon termination of the lease.  If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease)  (arts. 1945 and 1955 C.C.Q.).  Day Month Year Signature of lessee  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:  Day Month Year Signature of lessor or mandatary  The lessee should always keep a copy and proof of delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand,						
Notice to    Notice to   Notice to   Notice to   Notice to   Name of lessor or mandatary						
Notice to    Notice to   Notice to   Notice to   Notice to   Name of lessor or mandatary						
Notice to    Notice to   Notice to   Notice to   Notice to   Name of lessor or mandatary						
Notice to Name of lessor or mandatary  Address of lessor or mandatary  Address of lessor or mandatary  Address of lessor or mandatary  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)    I accept the renewal of the lease and its modifications.   I refuse the proposed modifications and I am renewing my lease.   I am not renewing my lease and will wacate the land upon termination of the lease.  If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lessee refuses one or or more modifications, the lessee must move upon termination of the lease (see Section F of your lease)  (arts. 1945 and 1955 C.C.Q.).  Day Month Year   Signature of lessee  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:  Day Month Year   Signature of lessor or mandatary  The lessee should always keep a copy and proof of delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand,	MODEL OF REPLY					
Address of lessor or mandatary  Address of lessor or mandatary  Address of lessor or mandatary  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)    I accept the renewal of the lease and its modifications.   I refuse the proposed modifications and I am renewing my lease.   I am not renewing my lease and will vacate the land upon termination of the lease.  If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease)    ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND   I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:   Day	LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)					
IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)    I accept the renewal of the lease and its modifications.   I refuse the proposed modifications and I am renewing my lease.   I am not renewing my lease and will wacate the land upon termination of the lease.  If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).	Notice toName of lessor or mandatary Address of lessor or mandatary					
IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)    I accept the renewal of the lease and its modifications.   I refuse the proposed modifications and I am renewing my lease.   I am not renewing my lease and will wacate the land upon termination of the lease.  If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).	Address of Least Assetting					
□ I accept the renewal of the lease and its modifications. □ I refuse the proposed modifications and I am renewing my lease. □ I am not renewing my lease and will vacate the land upon termination of the lease. If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease)    Day   Month   Vear   Signature of lessee	IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT:					
□ I refuse the proposed modifications and I am renewing my lease. □ I am not renewing my lease and will vacate the land upon termination of the lease.  If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease)  (arts. 1945 and 1955 C.C.Q.).  Day Month Year Signature of lessee  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:  Day Month Year Signature of lessor or mandatary  The lessee should always keep a copy and proof of delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand,						
I am not renewing my lease and will vacate the land upon termination of the lease.  If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the leasese refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).						
and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease)  (arts. 1945 and 1955 C.C.Q.).    Day   Month   Vear   Signature of lessee						
ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:  L	and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease)					
I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:	Day Month Year Signature of lessee					
Day Month Year Signature of lessor or mandatary  The lessee should always keep a copy and proof of delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand,	,					
The lessee should always keep a copy and proof of delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand,	I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:					
	Day Month Year Signature of lessor or mandatary					
confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).						

# **SCHEDULE 4**

(s. 1)

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

Régie du logement Québec 🖫 😂  Www.rdl.gouv.qc.ca Montréal area: 514 873-BAIL* Elsewhere în Québec: 1 800 683-BAIL* *An automated information service is available around the clock.	LEASE of a Dwelling in a Cooperative
RÉGIE DU LOGEMENT MANDATORY FORM   TWO COPI	ES
A BETWEEN (WRITE LEGIBLY)	
THE LESSEE	THE LESSEE
Name	Name
No. Street Apt.	No. Street Apt.
Municipality Postal code	Municipality Postal code
Telephone No. Other telephone No. (cell phone)	Telephone No. (cell phone)
Email address	Email address
THE LESSOR	
Name	
No. Street Apt.	Municipality Postal code
Telephone No. (cell phone)	Email address
Represented by:	
Address No. Street	ING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.O.)  Apt.
Municipality Postal code  Outdoor parking Number of places	Number of rooms  Parking space(s)
☐ Indoor parking Number of places	Parking space(s)
☐ Locker or storage space Specify	
Specify Other	
The lessor and the lessee undertake, in accordance with their respective and proper working order of one or more smoke detectors in the dwellin Initials of lessor's mandatary Day Month Vear	responsibilities, to comply with the regulations respecting the presence g and the immovable.
C TERM OF LEASE (art. 1851 C.C.Q.)	
FIXED TERM LEASE	INDETERMINATE TERM LEASE
The term of the lease is Specify number of weeks, months or years	The term of the lease is indeterminate,
	beginning on
Day Month Year Day Month Year  Neither the lessee nor the cooperative may terminate the lease unilaterally, except	Day Month Year
However, they may terminate the lease by mutual consent.	in the cases provided for by law (particulars Nos. 3, 5, 23, 24, 43 and 30).
D RENT (arts. 1855, 1903 and 1904 C.C.Q.)	
The rent is \$ Per month	Per week
for a total amount of \$, for the full term of the lease	(if it is a fixed term lease).
The lessee is a beneficiary of a rent subsidy program. $\hfill \square$ Yes $\hfill \square$ No	
Specify	
Where applicable, include the cos Schedule 6 of the lease: Services	it of services of a personal nature in Offered to the Lessee by the Lessor.
Régie du logement	May not be reproduced
	of 6
	Initials of Jesson Initials of Jessee

D   RENT (arts. 1855, 1903 and 1904 C.C	Q.) (con	t.)				
DATE OF PAYMENT  = FIRST PAYMENT PERIOD  The rent will be paid on				Rent: The rent is payable exceeding one month's instalment, which may b	rent, excep	stalments not t for the last
Day Month Year  ■ OTHER PAYMENT PERIODS  The rent will be paid on the 1st day	onth 🗆	Of the week	k	A lease with a term of n undergo only one adjus each 12-month period. made within the first 12 i	tment of th No adjustr	e rent during nent may be
Specify METHOD OF PAYMENT			_•	The cooperative may amount of money from for the keys).	not exac the lessee	t any other (e.g. deposit
The rent is payable in accordance with the following r  Cash Cheque Electronic bank transfer	☐ Other			Payment of rent for the the time of entering into may require advance pay	the lease, the	e cooperative e rent for only
The lessee agrees to give the cooperative postdated ch  Initials of lessee  Initials of lessee	eques for th	ne term of th	e lease.	the first payment per the first week). The ad exceed one month's rent	vance payn	e first month, nent may not
PLACE OF PAYMENT The rent is payable at				Payment of rent for the or rent is payable on the f period (e.g. month, week)	ther paymer irst day of , unless othe	nt periods: The each payment erwise agreed.
Place of payment (specify if the paym	nent is made b	y mail)		Method of payment: The co payment by means of a other postdated instrumer	postdated of	heque or any
				Place of payment: The rer domicile, unless otherwise	agreed (art	1566 C.C.Q.).
				Proof of payment: The less for the payment of his 1564 and 1568 C.C.Q.).	ssee is entitl or her rent	ed to a receipt in cash (arts.
E   SERVICES AND CONDITIONS						
BY-LAWS OF THE IMMOVABLE A copy of the by-laws of the immovable was given to the			g into the lease.	By-laws of the immovable in the immovable are es by-laws pertain to the en nance of the dwelling and	tablished by joyment, us	by-laws. The e and mainte-
Day Month Year Initials of lessee  WORK AND REPAIRS The work and repairs to be done by the cooperative a		of lessee	urforming them	If such by-laws exist, the copy of them to the lesse lease so that the by-laws	cooperative e <b>before</b> en	e must give a tering into the
are as follows:  Before the delivery of the dwelling	ind the time	tuble for pe	and the same	1894 C.C.Q.). The by-laws may not violate the law.	contradict	the lease or
-				Work and repairs: On the	date fixed f	or the delivery
■ During the lease				of the dwelling, the coop a good state of repair in lessee and the cooperati and agree on the work to table for performing the and art. 1893 C.C.Q.).	all respects. ive may dec o be done a	However, the ide otherwise nd on a time-
JANITORIAL SERVICES				However, the cooperative from the obligation to accessories and dependent	deliver the	dwelling, its
Specify				and to deliver and mainta condition (arts. 1892, 189	in them in g	ood habitable 1911 C.C.Q.).
The contact information for the janitor or the person t			s as follows:	Assessment of the cond absence of an assessmen	ition of pre	mises: In the
Name Email address	Telephone N	io. ione No. (cell p	hone	premises (descriptions, lessee is presumed to ha in good condition at th (art. 1890 2nd par. C.C.Q	ave received e beginning	the dwelling
	Other teleph	ione No. (ceii p	none)	(art. 1690 Zilu par. C.C.C	(.).	
SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative	e Lessee	e		Cooperat	ive Les	see
Heating of dwelling			Electricity		Г	_
Hot water heater (rental fees)			Snow and ice remo			_
Hot water (user fees)			Parking area		[	_
Water consumption tax for dwelling			= Balcony		[	
Gas			= Entrance, walkwa	y, driveway	[	
Fuel oil			■ Stairs		[	
CONDITIONS The lessee has a right of access to the land.   Yes	es 🗆 No					
-		□ N-	Specify			
The lessee has the right to keep one or more animals			Specify	o pointing pool laurder	.m)	
OTHER SERVICES, CONDITIONS AND RESTRICTION	(e.g. anter	ma, parbecue,	an conditioner, clotheslir	re, painung, pool, laundry rod	*****	

F   RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEA	ASE MODIFIED (art. 1955 C.C.Q.)				
The lessee and the cooperative may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease in the following situations. Check the situation that applies:  The dwelling is leased by the cooperative to one of its members.  OR	If one of the three boxes opposite is checked off and if the situation described therein persists, the lessee who refuses a modification in his or her lesse requested by the cooperative, such as an increase in the rent, must vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).				
The dwelling is leased by the cooperative to a non-member:  The dwelling is located in an immovable erected five years ago or less.  The immovable became ready for habitation on Day Month Year  OR  The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.	If none of the three boxes opposite is checked off and if the lessee refuses a modification in his or her lease requested by the cooperative and wishes to continue to live in the dwelling, the lease is then renewed. The cooperative may apply to the Régie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 41 and 42).				
The immovable became ready for habitation on Lay Month Year					
However, the tribunal may rule on any other application concerning the lease (e.g. decrease in re	nt).				
MOTICE TO A NEW LESSEE (art. 1896 et 1950 C.C.Q.)					
A cooperative is not required to give this notice where it leases a dwelling to one of its members or where the dwelling is located in an immovable erected or altered five years ago or less, if it mentions that fact in Section F. In such cases, the lessee may not apply to the Régie du logement to have the rent fixed.	If the new lessee pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease is entered into, apply to the Régie du logement to have the rent fixed.				
In other cases, the cooperative must give this notice at the time the lease is entered into. I hereby notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during	If the cooperative did not give such notice at the time the lease was entered into, the new lessee may, within two months after the beginning of the lease, apply to the Régie du logement to have his or her rent fixed.				
that period, was \$    Per month	The new lessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.				
The property leased, the services offered by the lessor and the conditions of your lease are the same.					
If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personand nursing care, parking, heating):	onal nature, personal assistance services				
Signature of the cooperative's mandatary	Day Month Year				
H   SIGNATURES					
Signature of lessee (or his or her mandatary)  Day Month Year Signature of lessee (or his or he	er mandatary) Day Month Year				
Signature of the cooperative's mandatary Day Month Year					
The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12).   Yes	No Initials of lessee Initials of lessee				
Any other person who signs the lease must clearly indicate in what capacity he or she is of (Particular No. 12)	doing so (e.g. another lessee, surety).				
Name (WRITE LEGIBLY) Signature	Capacity				
Address of signatory	Day Month Year				
Name (WRITE LEGIBLY) Signature	Capacity				
Address of signatory	Day Month Year				
The cooperative must give the lessee a copy of the lease within 10 days after entering	into the lease (art. 1895 C.C.Q.).				
NOTICE OF FAMILY RESIDENCE (art. 403 and 521.6 C.C.Q.)					
A lessee who is <b>married</b> or <b>in a civil union</b> may not, without the written consent of his or her spous or terminate the lease where the cooperative has been notified, by either of the spouses, that the dw	elling leased is used as the family residence.				
Notice to cooperative I hereby declare that I am married to or in a civil union with Name of spouse	form, including services				
I hereby notify you that the dwelling covered by the lease will be used as the family residence.					
Signature of lessee or lessee's spouse Day Month Year					
If the lease includes services in addition to those indicated on this of a personal nature, complete Schedule 6 of the lease: Services Offered	form, including services to the Lessee by the Lessor.				

Initials of lessor Initials of lessee

#### **PARTICULARS**

In the case of differences between this document and the laws that apply to dwellings, the laws take priority

#### GENERAL INFORMATION

These particulars describe most of the rights and obligaes and lessors. They summarize the es tial points of the law concerning leases, i.e. articles 1851 to 1978 of the Civil Code of Québec (C.C.O.)

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

To find out the other obligations to which the parties to a lease may be subject, please refer to the Civil Code of Québec. No right may be exercised with the intent o injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the dwelling, whether or not they are included in the lease of the dwelling another lease. Some exceptions apply (arts, 1892 and 1892 1 C C O )

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 operous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he or she so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the Civil Code of Québe or under the Act respecting the Régie du logement art 1899 ( ( () )

No person may harass a Jessee in such a manner as to limit the lessee's right to peaceable enjoyment of the premises or to induce him or her to leave the dwelling. In case of a violation, punitive damages may be claimed

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Régie du logement These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages.

#### Charter of human rights and freedoms

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

The Charter also prohibits any discrimination and harass ment based on race, colour, sex, pregnancy, sexual orien-tation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

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

#### Act respecting the Protection of personal information in the private sector

The cooperative shall comply with the prescriptions of this Act.

#### Lease of a dwelling in low-rental housing and Schedule 6

Specific rules, which are not mentioned in these par ticulars, apply to the lease of a dwelling in low-rental housing, within the meaning of article 1984 2nd par. of the Civil Code of Ouébec, where this form must be used. If the lease includes services in addition to those indicated on this form, including services of a personal nature, Schedule 6 of the lease, Services Offered to the Lessee by the Lessor, shall be completed

### ENTERING INTO THE LEASE

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

 The lease and the by-laws of the immovable shall be drawn up in French. However, the cooperative and the lessee may expressly agree to use another language (art. 1897 C.C.Q.)

#### Clauses of the lease

2. The cooperative and the lessee may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease. The legal rules contained in particulars Nos. 13, 14 and 51 to 53 are suppletive, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 of the Civil Code of Québec, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858 1860 to 1863 1865 1866 1868 to 1872 875, 1876, 1883, 1892 to 1978 and 1984 to 1995 of the Code are without effect.

- For instance, no one may, in the lease
- · waive his or her right to maintain occupancy (art. 1936 C.C.Q.); waive his or her right to sublease the dwelling
- (art. 1870 C.C.O.).

A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.). The following clauses are also without effect:

- a clause limiting the liability of the cooperative releasing the cooperative from an obligation (art. 1900 C C O )-
- a clause that renders the lessee liable for da caused without the lessee's fault (art. 1900 C.C.O.):
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants unless the size of the dwelling warrants it (art. 1900
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906)
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906
- dwelling is in good habitable condition (art. 1910
- if the lessee fails to pay an instalment (art. 1905
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).
- 4. The lessee may apply to the Régie du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.O.).

#### RIGHT TO MAINTAIN OCCUPANCY

The lessee, excluding a sublessee (art. 1940 C.C.O.). has a personal right to maintain occupancy in his or her dwelling (art. 1936 C.C.Q.).

The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the divi-sion or substantial enlargement of the dwelling and the resiliation of the lease by the cooperative. In addition the cooperative may give notice that the lease is no being renewed where the lessee has subleased the dwelling for more than 12 months and where the lessee lived alone and has died (art. 1944 C.C.Q.).

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

However, those persons are not considered to be new essees (art. 1951 C.C.Q.).

#### New lessor

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

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

9. A lease is not terminated by the death of the Jessee (art. 1884 C.C.O.).

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she continues to occupy the dwelling and gives notice to that effect in writing to the cooperative within two months after the death. Otherwise, the liquidator of the succession or, if there is no liquidator, an heir may, in the month that follows the expiry of the twomonth period, terminate the lease by giving notice of one month to that effect to the cooperative.

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

In all cases, if the lessee received services of a perthe liquidator, the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts 1938 and 1939 C C O )

#### Non-payment of rent

10. Non-payment of rent entitles the cooperative to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in paying the rent, the cooperative may obtain the esiliation of the lease and the eviction of the lessee

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

#### LIABILITY OF SPOUSES AND CO-LESSEES

#### Liability of nersons who are married

11. A married or civil union spouse who rents a dwelling for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously in ormed the cooperative of his or her unwill bound for the debt (arts. 397 and 521.6 C.C.Q.).

#### Liability of co-lessees and surety

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

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

Solidarity between co-lessees is not pre ere it is expressly stipulated in the lease (art. 1525 C.C.O.).

Surety securing the performance of the obligations of the lessee does not extend to the renewal of the lease, unless otherwise provided between the parties (art. 1881 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352

#### **ENJOYMENT OF PREMISES**

13. The cooperative shall provide the lessee with peaceable enjoyment of the leased property through the term of the lease (art. 1854 1st par. C.C.Q.).

14. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855

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

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

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

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

#### MAINTENANCE OF DWELLING AND REPAIRS

#### Obligation of maintenance

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

20. The lessee shall keep the dwelling in clean condition. Where the cooperative carries out work in the dwelling, it shall restore it to clean condition (art. 1911

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

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

#### Dwelling unfit for habitation

23. A cooperative may not offer a dwelling that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The lessee may refuse to take possession of such a dwelling. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

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

### Urgent and necessary repairs

The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to comnensation if he or she vacates the dwelling temporarily In the case of urgent repairs, the cooperative may require the lessee to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.O.).

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

The cooperative may intervene at any time to pursue

The lessee shall render an account to the cooperativ the repairs undertaken and the expenses incurred and shall deliver the invoices to the connerative. The lesses able expenses incurred (arts, 1868 and 1869 C.C.O.).

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

before undertaking in the dwelling major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the dwelling temporarily, the coopera tive shall offer him or her an indemnity equal to the reasonable expenses the Jessee will have to incur during the work. Such indemnity is payable to the lessee on the date he or she vacates the dwelling.

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, indemnity offered and any other conditions under which the work will be carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee

The notice shall be given at least 10 days before the date on which the work is to begin, except where the lesser must vacate the dwelling for more than one w such case, at least three months' notice is required.

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

cate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusi

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

#### ACCESS TO AND VISIT OF DWELLING

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

shall not refuse access without justification; the cooperative shall not abuse its rights and shall

exercise them in a reasonable manner with due espect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.). 29. The cooperative may have access to the dwelling

during the lease: to ascertain the condition of the dwelling between

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

In all three cases, the cooperative shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

30. A lessee who gives notice to the cooperative of his or her intention to vacate the dwelling shall, from that time, allow the cooperative to show the dwelling to prospective lessees between 9 a.m. and 9 p.m. and allow the cooperative to post "For rent" signs (arts, 1930 and 1932 C.C.O.).

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

31. The lessee may require the presence of the cooperative's representative during a visit to or a verification of the dwelling (art. 1932 C.C.Q.).

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

reason other than those provided for by law, the coop-erative may file an application with the Régie du logement to obtain an order for access.

Abuse of the right of access by the cooperative or unjustified denial of access by the lessee may also, de-pending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts, 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Charter).

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

34. The cooperative may not prohibit a candidate in official delegate appointed by a national committee or the authorized representative of either from having access to the immovable or dwelling for the purpose of an election campaign or a legally constituted referen dum (art. 1935 C.C.O.)

**35.** Every notice relating to the lease, given by the cooperative (e.g. notice of modification of the lease to increase the rent) or by the lessee (e.g. notice of non-renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address in-dicated in the lease or at any new address communicated since then (art. 1898 C.C.O.).

Exception: Only a notice by the cooperative for the purpose of having access to the dwelling may be given orally

36. Where a notice does not conform to the prescribed quirements concerning the written form, the addr or the language, it is valid only on the condition that the person who gave it proves that the addressee has not suffered any damage as a consequence.

#### RENEWAL AND MODIFICATION OF LEASE

#### Renewal of lease

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

However, a lease with a term of more than 12 months renewed for one year only (art. 1941 C.C.Q.).

The cooperative may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.) However the cooperative may modify the lease at the time of renewal, provided that it gives notice to the le

The lessee may avoid such renewal, provided that he or she gives notice to the cooperative.

#### Non-renewal of lease by the lesser

38. A lessee who wishes to vacate the dwelling upon termination of a lease with a fixed term, or to terminate se with an indeterminate term, shall give notice to the cooperative or reply to the cooperative's notice within the time periods indicated in Table A (arts. 1942, 1945 and 1946 C.C.Q.).

#### Modification of lease

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

40. The cooperative shall, in the notice of modifica

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

#### Reply to a notice of modification

(art. 1945 C.C.Q.)

41. A lessee who receives a notice of modification of the ase from the cooperative has one month after receiving it to reply and notify the cooperative that he or she

accepts the requested modification(s); or

- refuses the requested modification(s) and will contin
- ue to occupy the dwelling (see "Exception" below); or will vacate the dwelling upon termination of the lease.

the lessee fails to reply, this means that he or she Where the lessee is a member of the cooperative or where the immovable was erected or underwent a change of destination five years ago or less, and where **Section F** has been completed, the lessee who refuses the requested modification(s) shall vacate the dwelling upon termina

In other cases, if the lessee refuses the modification(s), he or she is entitled to remain in the dwelling because the ease is renewed. However, the Régie du logement may be requested to set the conditions of renew

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

**42.** The Régie du logement may not modify the conditions of the lease where the cooperative leases the dwelling to one of its members or where the dwelling is located in an immovable erected or altered five years ago or less, and where that fact is mentioned in **Section F** (art 1955 C C O )

In other cases, the cooperative has one month, after receiving the reply of a lessee who refuses the modifica-tions, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (see Table B). If the cooperative does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

#### Agreement on modifications

43. Where the cooperative and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the cooperative shall give the lessee a writing evidencing the modifications to the previous lease before the beginning of the renewal (art. 1895 C.C.Q.).

#### Contestation of an adjustment of rent

44. Where a lease with a term of more than 12 months contains a clause providing for an adjustment of the rent, the lessee or the cooperative may not contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed where the lessee is a member of the cooperative or where the dwelling is located in ar immovable that was erected or underwent a change of destination five years ago or less, and where that fact is mentioned in Section F (arts. 1949 and 1955 C.C.O.).

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

#### ASSIGNMENT AND SUBLEASING

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

A lessee who subleases all or part of his or her dwelling binds himself or herself towards the sublessee, but is not released from his or her obligations towards the cooperative (art. 1870 C.C.Q.).

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

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

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

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

49. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the dwelling provided that he or she has not received notice of 10 days to that effect from the sublessor or, failing him or her, from the cooperative (art. 1940 C.C.Q.).

#### RESILIATION OF LEASE BY THE LESSEE

50. Pursuant to article 1974 of the Civil Code of

Québec, a lessee may resiliate his or her lease if:

• he or she is allocated a dwelling in low-rental housing; or

he or she can no longer occupy the dwelling because of a handicap; or
 in the case of a senior, he or she is permanently

In the case of a senior, he or she is permanently admitted to a residential and long-term care centre (CHSID), to an intermediate resource, to a private senior' 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.

#### Notice (art. 1974 C.C.O.)

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

The notice shall be sent with an attestation from the

In the case of a senior, the notice of resiliation shall also be sent with a certificate from an authorized person stating that the conditions requiring admission to the facility have been met.

Pursuant to article 1974.1 of the Civil Code of Québec, a lessee may also resiliate his or her lease if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual agoression, even bu a third party.

#### Notice (art 1974 1 C C O )

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

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exists a situation involving

violence or sexual aggression, and other factual elements or documents supporting the lessee's statement provided by persons in contact with the victims, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act romonthy.

#### Services (arts. 1974 and 1974.1 C.C.Q.)

If the rent includes services of a personal nature provided to the lessee or, where applicable, to his or her child, the lessee is only required to pay that part of the rent that relates to the services provided before he or she vacated the dwelling, whether or not such services were provided under a contract separate from the lease.

# SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

51. The lessee shall vacate the dwelling upon termination of the lease; no grace period is provided for by law. When vacating the dwelling, the lessee shall remove any furniture or object other than those belonging to the cooperative (art. 1890 C.C.Q.).

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

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

53. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he or she has made. If they camo the removed without deteriorating the dwelling, the cooperative may retain them by paying the value thereof or complet the lessee to remove them and to restore the property to the condition in which he or she received it.

Where the dwelling cannot be restored to the condition in which the lessee received it, the cooperative may retain them without compensation to the lessee (art. 1881 C C D)

#### NON-RENEWAL OF LEASE BY THE LESSEE: PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1946 C.C.Q.)

The transfer of Earlie D. The Earlie D. The arms of the first 1942 (a.e. 1942) 1943 and 1940 etc.						
TABLE A	Lessee who has not received a notice of modification of the lease	Lessee of a room who has not received a notice of modification of the lease	Lessee (including the lessee of a room) who has received a notice of modification of the lease			
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Between 10 and 20 days before				
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	termination of the lease	Within 1 month after receiving the cooperative's notice			
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease	Between 10 and 20 days before desired termination of the lease				

#### STEPS FOR MODIFYING THE LEASE AND PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1947 C.C.O.)

TABLE B	Step 1: Notice by the cooperative	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the cooperative
Lease of 12 months or more	2 months or more Between 3 and 6 months before termination of the lease The lessee is a member of the cooperative		The lessee is a member of the cooperative
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	A member of the cooperative shall reply within 1 month after	If the lease of the member mentions the restriction on the right
Lease with an indeterminate term	Between 1 and 2 months before proposed modification	receiving the notice of modification. A member who	to have the rent fixed and the lease modified (see <b>Section F</b> ), the
Lease for a room	Between 10 and 20 days before the termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term	refuses the requested modification of the lease See Section F and particular No. 41. If the member fails to reply, he or she is deemed to have accepted the modification.  The lessee is not a member of the cooperative The lessee shall reply within 1 month after receiving the notice of modification.  If the lessee fails to reply, he or she is deemed to have accepted the requested modification.  See restrictions in Section F and particular No. 41	cooperative may not apply to the Régie du logement. If no such restriction is mentioned in the member's lease, the cooperative has 1 month to apply to the Régie du logement after receiving the lessee's refusal. Otherwise, the lease is renewed on the same conditions. The lessee is not a member of the cooperative.  The cooperative has one month after receiving the lessee's refusal to apply to the Régie du logement. Otherwise, the lease is renewed on the same conditions.

#### END OF MANDATORY PARTICULARS

# **SCHEDULE 5**

(s. 1)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT BETWEEN THE LESSEE AND THE LESSOR

www.rdl.gou Montréal area: ! Elsewhere in Qu 'An automated informatio				<b>EASE</b> of a Dwelling	
		TWO COPI			
A   BEIWEEN IF	E LESSEE (WRITE LEGIBLY)		AND THE LESSOR	(WRITE LEGIBLY)	
Name			Name		
No. Street	Α	pt.	No. Street	Apt.	
Municipality	Postal co	ode .	Municipality	Postal code	
Telephone No.	Other Telephone No. (cell pho		Telephone No.	Other Telephone No. (cell phone)	
Fmail address	outer receptions the recti prio		Fmail address	outer receptions no. (cell phone)	
Name			Name		
No. Street	A	pt.	No. Street	Apt.	
Municipality	Postal co	ode	Municipality	Postal code	
Telephone No.	Other Telephone No. (cell pho	ne)	Telephone No.	Other Telephone No. (cell phone)	
Email address			Email address	<del></del> -	
			Where applicable, represente	d by:	
	The names indicated in the lease must I The term "lessor" in the Civil Co.	be those that	the lessee and the lessor are	elegally authorized to use.	
R DESCRIPTION				AND DEPENDENCIES (art. 1892 C.C.Q.)	
Municipality The dwelling is leased	Street  for residential purposes only.   Ye	s 🗆 No		Apt.	
If the "No" box is che	cked off, the dwelling is leased for th	e combined	purposes of housing and	Specify (e.g. professional activities, commercial activities)	
but no more than one	-tnird of the total floor area will be u	sea for that	second purpose (art. 189	2 C.C.Q.).	
Outdoor parking	d in a unit under divided co-ownershi —— Number of places	p. L Yes	☐ No Parking space(s)		
☐ Indoor parking	Number of places		Parking space(s)		
☐ Locker or storage s	nace		3 1		
Other accessories a	Specify nd dependencies Specify				
	Specify d included in the rent.  Yes	No			
Appliances	□ Washer	Spacifi	y (cost) t(s) of drawers	Other	
Stove	☐ Dryer	☐ Couc	h(es)	□ Smake detector(s)	
☐ Microwave oven	Furniture	☐ Armo	hair(s) Number	Other	
☐ Dishwasher	☐ Table(s)	☐ Bed(s	Number		
☐ Refrigerator	Number  Chair(s)		Number Size		
The lessor and the lesso proper working order o	Number	lwelling and	the immovable.	th the regulations respecting the presence and	
	tials of lessor Day Month Year	Init	ials of lessee Initials of less	see Day Month Year	000
	ASE (art. 1851 C.C.Q.)				8
FIXED TERM LEASE The term of the lease	is		INDETERMINATE 1 The term of the lease		100
	Specify number of weeks, months or years			l l l	0
From Day Month	Year Day Month Year		beginning on L Day	Month Year	18
	lessor may terminate the lease unilaterally late the lease by mutual consent.	, except in the	cases provided for by law (p.	articulars Nos. 5, 9, 23, 24, 45 and 51).	
Régie du logement				May not be reproduced	

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Initials of lessor Initials of lessee

D RENT (art. 1855, 1903 and 1	1904 C.C.	Q.)				
The rent is \$ D	er month	☐ Per week				in equal instalments not
for a total amount of \$, for the full term of the lease (if it is a fixed term lease)					ne month's vhich may be	rent, except for the last
The lessee is a beneficiary of a rent subsidy				nore than 12 months may		
					y one adjus	tment of the rent during
Specify		each 12-mo made within	nth period. the first 12 r	No adjustment may be months (art. 1906 C.C.Q.).		
Where applicable, include the cost of services of a personal nature in Schedule 6 of the lease: Services Offered to the Lessee by the Lessor.					may not ex	xact any other amount essee (e.g. deposit for
DATE OF PAYMENT				the keys).		
* FIRST PAYMENT PERIOD The rent will be paid on					entering into ince paymen	first payment period: At the lease, the lessor may at of the rent for only the .g. the first month, the first
	Of the m	onth 🗆 Of the	week	week). The a month's rent.	advance payr	ment may not exceed one
Specify				Payment of	rent for the	other payment periods: the first day of each
METHOD OF PAYMENT				payment per	riod (e.g. mo	onth, week), unless other-
The rent is payable in accordance with the	following r	nethod of payment	:	wise agreed		
☐ Cash ☐ Cheque ☐ Electronic ba	nk transfer	Other	·	payment by	means of a	e lessor may not require postdated cheque or any nt, unless otherwise agreed.
Initials of lessee Initials of lessee	ateu crieque	s for the term of th	e lease.	Place of payr	ment: The rer	nt is payable at the lessee's agreed (art. 1566 C.C.Q.).
PLACE OF PAYMENT						lessee is entitled to a
The rent is payable at Place of payment (spe	cify if the navn	nent is made by mail)	<del></del>	receipt for the	he payment and 1568 C.C	of his or her rent in cash
E SERVICES AND CONDITIONS		iene is made by many				_
BY-LAWS OF THE IMMOVABLE				Pu laws of th	o immovable	e: The rules to be observed
A copy of the by-laws of the immovable wa	s aiven to t	he lessee <b>hefore</b> en	tering into the lease	in the immo	vable are es	tablished by by-laws. The
Given on			_	by-laws pert nance of the	ain to the en	joyment, use and mainte- l of the common premises.
Day Month Year Initia  DIVIDED CO-OWNERSHIP	ls of lessee	Initials of lessee			-	lessor must give a copy of
A copy of the by-laws of the immovable w	as given to	the lessee.		them to the	lessee before	re entering into the lease
Given on L L L L L L L L L L L L L L L L L L				so that the 1894 C.C.Q.)	by-laws for ).	m part of the lease (art.
WORK AND REPAIRS	ls of lessee	Initials of lessee		If the dwelli	ng is located	d in an immovable under
The work and repairs to be done by the least follows:	ssor and the	timetable for perfo	orming them are	divided co-ownership, the by-laws will apply as soon as a copy of them has been given to the lessee by the lessor or by the syndicate of the co-ownership (art. 1057 C.C.Q.).		
Before the delivery of the dwelling				The by-law	s may not	contradict the lease or
				violate the		
= During the lease				ery of the di	welling, the	e date fixed for the deliv- lessor must deliver it in a
				good state of	of repair in a	all respects. However, the
JANITORIAL SERVICES				lessee and the lessor may decide otherwise and agree on the work to be done and on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).		
				However, th	e lessor ma	y not release himself or
Specify The contact information for the janitor or	the person t	o contact if necessa	ary is as follows:	herself from its accessorie and to delive	the obligation as and depender and mainta	on to deliver the dwelling, idencies in clean condition in them in good habitable
Name		Telephone No.				3, 1910 and 1911 C.C.Q.). lition of premises: In the
Email address		Other telephone No. (c	cell phone)	absence of a premises (d	an assessmer escriptions,	nt of the condition of the photographs, etc.), the
SERVICES, TAXES AND CONSUMPTION	COSTS			lessee is pre in good con (art. 1890 2r	dition at the	ave received the dwelling e beginning of the lease ).).
Will be borne by:	Lessor	Lessee		,	Lessor	Lessee
Heating of dwelling			Electricity			
Hot water heater (rental fees)			Snow and ice remo	oval		
Hot water (user fees)			■ Parking area			
Water consumption tax for dwelling			= Balcony			
Gas			■ Entrance, walkwa	y, driveway		
Fuel oil			= Stairs			
CONDITIONS						
The lessee has a right of access to the la	nd. 🗆 Yes	s □ No	- "			
The lessee has the right to keep one or more <b>animals</b> .   Yes No						
Specify OTHER SERVICES, CONDITIONS AND RESTRICTIONS (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room)						
- CHIER SERVICES, CONDITIONS AND R	LJIMICIIOI	v⇒ (e.g. amerina, parbe	cue, an conuntoner, ciothesi	пс, рашину, ро	or, raunury roo	nii)

00000000000000

The lessee and the lessor may not ap			art. 1955 C.C.Q.)
following situations applies:  The dwelling is located in an immoval	ply to the Régie du logement for the fixing of nother condition of the lease if one of the	and if the five-year pe lessee who refuses a n requested by the lesso	xes opposite is checked off riod has not yet expired, the nodification in his or her lease or, such as an increase in the e dwelling upon termination
		of the lease (particula	
The immovable became ready for hab	Day Month Year	If neither of the two	boxes opposite is checked
OR		off and if the lessee or her lease requeste	refuses a modification in his d by the lessor and wishes
☐ The dwelling is located in an immoval a change of destination that was made		to continue to live in then renewed. The le	n the dwelling, the lease is ssor may apply to the Régie the conditions of the lease
The immovable became ready for hab	itation on Day Month Year	fixed for the purposes	of its renewal (particulars Nos.
However, the tribunal may rule on any oth	er application concerning the lease (e.g. decrease in rent).	41 and 42).	
	OR A SUBLESSEE (arts. 1896 and 1950 C.	C.Q.)	
	lessor at the time the lease or sublease is two boxes in Section F is checked off.	than that declared in within 10 days after the	e sublessee pays a rent higher the notice, he or she may, he date the lease or sublease
	id for your dwelling during the 12 months the rent fixed by the Régie du logement during	have the rent fixed.	to the Régie du logement to ve such notice at the time the
•	ther	lease or sublease was or the sublessee may,	entered into, the new lessee within two months after the
The property leased, the services offered by	the lessor and the conditions of your lease are the same.	ment to have his or h	e, apply to the Régie du loge- er rent fixed.
☐ Yes ☐ No  If the "No" box is checked off, the following	ing changes have been made	such application with	e sublessee may also make in two months after the day ware of a false statement in
	nal assistance services and nursing care, parking, heating):	the notice.	
			1 1 1
Signature of lessor			Day Month Year
H SIGNATURES			
III SIGNATURES			
Signature of lessor (or his or her mandatary)	Day Month Year Signature of lessee (or his or h	er mandatany)	Day Month Year
Signature of ressor (or his or her managery)	I I I I	ici mundatary,	1 1 1 1
Signature of lessor (or his or her mandatary)	Day Month Year Signature of lessee (or his or h		
	Day Worth Tear Signature of lessee (or his or h	er mandatary)	Day Month Year
he lessees undertake to be solidarily liable		*	,
	for the lease (particulars Nos. 11 and 12). Yes  e must clearly indicate in what capacity he or she is	No Initials of lessee	Initials of lessee
Any other person who signs the lease	for the lease (particulars Nos. 11 and 12).	No Initials of lessee	Initials of lessee
Any other person who signs the least (Particular No. 12)	for the lease (particulars Nos. 11 and 12). Yes must clearly indicate in what capacity he or she is	No Initials of lessee  s doing so (e.g. another	Initials of lessee  Initials of lessee  I lessee, another lessor, surety).
Any other person who signs the lease (Particular No. 12)	for the lease (particulars Nos. 11 and 12). Yes must clearly indicate in what capacity he or she is	No Initials of lessee  s doing so (e.g. another	Initials of lessee
Any other person who signs the least (Particular No. 12)	for the lease (particulars Nos. 11 and 12). Yes must clearly indicate in what capacity he or she is	No Initials of lessee  s doing so (e.g. another	Initials of lessee  Initials of lessee  I lessee, another lessor, surety).
Any other person who signs the lease (Particular No. 12)  Name (werte LEGBLY)  Address of signatory	for the lease (particulars Nos. 11 and 12). Yes must clearly indicate in what capacity he or she is	No Initials of lessee s doing so (e.g. another  Capacity	Initials of lessee  Initials of lessee  I lessee, another lessor, surety).
Any other person who signs the lease (Particular No. 12)  Name (wert LEGBLY)  Address of signatory  Address of signatory	for the lease (particulars Nos. 11 and 12). Yes  e must clearly indicate in what capacity he or she is  Signature  Signature	No Initials of lessee s doing so (e.g. another Capacity Capacity	Initials of lessee lessee, another lessor, surety).  Day Month Year  Day Month Year
Any other person who signs the lease (Particular No. 12)  Name (were leave)  Address of signatory  Name (were leave)  Address of signatory  The lessor must give	for the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (particulars Nos. 11 and 12).    Per control of the lease (p	No Initials of lessee s doing so (e.g. another Capacity Capacity	Initials of lessee lessee, another lessor, surety).  Day Month Year  Day Month Year
Any other person who signs the lease (Particular No. 12)  Name (were essence)  Address of signatory  Name (were essence)  Address of signatory  The lessor must give  I NOTICE OF FAMILY RESIDE	for the lease (particulars Nos. 11 and 12). Yes  e must clearly indicate in what capacity he or she is  Signature  Signature	No Initials of lessee s doing so (e.g. another Capacity Capacity to the lease (art. 1895 C.4)	Initials of lessee  lessee, another lessor, surety).  Day Month Year  Day Month Year
Any other person who signs the lease (Particular No. 12)  Name (werr leave)  Address of signatory  Name (werr leave)  Address of signatory  The lessor must give  I NOTICE OF FAMILY RESIDE  A lessee who is married or in a civil un	rfor the lease (particulars Nos. 11 and 12).    e must clearly indicate in what capacity he or she is signature  Signature  the lesse a copy of the lease within 10 days after entering in SICEE (arts. 403 and 521.6 C.C.Q.)	No Initials of lessee s doing so (e.g. another Capacity  Capacity  to the lease (art. 1895 C.cookse, sublease his or	Initials of lessee  lessee, another lessor, surety).  Day Month Year  Day Month Year  C.Q.).
Any other person who signs the lease (Particular No. 12)  Name (werr leave)  Address of signatory  Name (werr leave)  Address of signatory  The lessor must give  I NOTICE OF FAMILY RESIDE  A lessee who is married or in a civil un	e must clearly indicate in what capacity he or she is signature  Signature  the lessee a copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lease within 10 days after entering in the lessee at copy of the lessee at co	No Initials of lessee s doing so (e.g. another Capacity  Capacity  to the lease (art. 1895 C.cookse, sublease his or	Initials of lessee  lessee, another lessor, surety).  Day Month Year  Day Month Year  C.Q.).
Any other person who signs the lease (Particular No. 12)  Name (werst lease)  Address of signatory  The lessor must give  I NOTICE OF FAMILY RESIDE  A lessee who is married or in a civil un lease or terminate the lease where the le	e must clearly indicate in what capacity he or she is signature  Signature  the lesse a copy of the lease within 10 days after entering in the lesse a copy of the lease within 10 days after entering in the lesse a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lesses a copy of the lease within 10 days after entering in the lesses a copy of the lesses a copy	No Initials of lessee s doing so (e.g. another Capacity  Capacity  to the lease (art. 1895 C.cookse, sublease his or	Initials of lessee  lessee, another lessor, surety).  Day Month Year  Day Month Year  C.Q.).
Any other person who signs the lease (Particular No. 12)  Name (werst lease)  Address of signatory  The lessor must give  I NOTICE OF FAMILY RESIDE  A lessee who is married or in a civil un lease or terminate the lease where the le  Notice to lessor I hereby declare that I am married to or	e must clearly indicate in what capacity he or she is signature  Signature  the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lease within 10 days after entering in the lessee a copy of the lessee a cop	No Initials of lessee s doing so (e.g. another Capacity  Capacity  to the lease (art. 1895 C.cookse, sublease his or	Initials of lessee  lessee, another lessor, surety).  Day Month Year  Day Month Year  C.Q.).
Any other person who signs the lease (Particular No. 12)  Name (ware leave)  Address of signatory  Name (ware leave)  Address of signatory  The lessor must give  I NOTICE OF FAMILY RESIDE  A lessee who is married or in a civil un lease or terminate the lease where the le  Notice to lessor  I hereby declare that I am married to or  I hereby notify you that the dwelling covered to the second of the second o	e must clearly indicate in what capacity he or she is signature  Signature  Signature  Signature  CNCE (arts. 403 and 521.6 C.C.Q.)  Ion may not, without the written consent of his or her species or has been notified, by either of the spouses, that the lin a civil union with Name of spouse ered by the lease will be used as the family residence.	No Initials of lessee s doing so (e.g. another Capacity  Capacity  to the lease (art. 1895 C.cookse, sublease his or	Initials of lessee  lessee, another lessor, surety).  Day Month Year  Day Month Year  C.Q.).
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### **PARTICULARS**

In the case of differences between this document and the laws that apply to dwellings, the laws take priority.

#### GENERAL INFORMATION

These particulars describe most of the rights and obligations of lessees and lessors. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the Civil Code of Ouébec (C.C.O.).

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the Civil Code of Québec. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

The particulars apply to any premises leased for accessories and dependencies attached to the dwelling, whether or not they are included in the lease of the dwelling or in another lease. Some exceptions apply (arts, 1892 and 1892.1 C.C.O.).

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

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

Any non-performance of an obligation by a party entitles the other party to pursue certain rer before a tribunal, generally the Régie du loge-ment. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages

### Charter of human rights and freedoms

These rights and obligations shall be exercised in compliance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every person has a right to the peaceful enjoyment and free disposition of his or her propert 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 handican. The Charter also protects seniors and handicapped persons against any form of

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 nersonne et des droits de la jeunesse

### Access to and protection of personal information

If the lessor is a public body, he or she shall comply with the prescriptions of the Act respecting Access to documents held by public bodies and the Protection of personal information. Otherwise, the lessor shall comply with the prescriptions of the Act respecting the Protection of personal information in the private sector.

### Other leases and Schedule 6

Special rules apply to the lease of a dwelling in low-rental housing, the lease of a dwelling in an educational institution, the lease of land intended for the installation of a mobile home and the lease of a dwelling in a cooperative.

If the lease includes services in addition to those indicated on this form, including services of a nersonal nature. Schedule 6 of the lease. Services Offered to the Lessee by the Lessor, shall be completed.

### ENTERING INTO THE LEASE

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

The lease and the by-laws of the immovable shall be drawn up in French. However, the lessor and the lessee may expressly agree to use another language (art. 1897 C.C.Q.).

#### Clauses of the lease

The lessor and the lessee may agree on various clauses, but they may not disregard the provisions of public order by means of a clause in the lease. The legal rules contained in particulars Nos. 13, 14 and 52 to 54 are suppletive, i.e. they apply if the parties do not decide otherwise.

3 Pursuant to article 1893 of the Civil Code of Québec, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1984 to 1995 of the Code are without effect.

For instance, no one may, in the lease:

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

A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.). The following clauses are also without effect:

- · a clause limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.O.):
- clause that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.Q.);
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupants, unless the size of the dwelling warrants it (art 1900 C C O )
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.);
- a clause whereby the lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the lessee to purchase property or obtain services from such nersons as the lessee chooses and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).
- 4. The lessee may apply to the Régie du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

### RIGHT TO MAINTAIN OCCUPANCY

5. The lessee, excluding a sublessee (art. 1940 ( ( ( ) ) has a nersonal right to maintain occupancy in his or her dwelling (art. 1936 C.C.Q.). The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the repossession of the dwelling, eviction and the resiliation of the lease by the lessor. In addition, the lessor may give notice that the lease is not be ing renewed where the lessee has subleased the elling for more than 12 months and where the lessee lived alone and has died (art. 1944 C.C.Q.).

6. The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee reases or where the lessee dies provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.). However, those persons are not considered to be new lessees (art. 1951 C.C.O.).

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

### Death

9. A lease is not terminated by the death of the lessor or the lessee (art. 1884 C.C.O.).

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she continues to occupy the dwelling and gives notice to that effect in writing to the lessor within two months after the death. Otherwise the liquidator of the succession or, if there is no liquidator, an heir may, in the month that follows the expiry of the two-month period, terminate the lease by giving notice of one month to that effect

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

In all cases, if the lessee received services of a personal nature, whether or not he or she lived alone, the liquidator, the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts. 1938 and 1939 C.C.Q.).

# Non-payment of rent

10. Non-payment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction

Frequent late payment of the rent may also warrant the resiliation of the lease if the lesson suffers serious preiudice as a result (arts, 1863 and 1971 C.C.O.).

### LIABILITY OF SPOUSES AND CO-LESSEES

### Liability of persons who are married or in a civil union

11. A married or civil union spouse who rents a dwelling for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the lessor of his or her unwillingness to be bound for the debt (arts. 397 and 521.6 C.C.Q.).

## Liability of co-lessees and surety

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

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

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

Surety securing the performance of the obligations of the lessee does not extend to the renewal of the lease, unless otherwise provided between the parties (art. 1881 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352 C.C.Q.).

#### ENJOYMENT OF PREMISES

**13.** The lessor shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

**14.** The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

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

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

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

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

# MAINTENANCE OF DWELLING

### Obligation of maintenance

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

**20.** The lessee shall keep the dwelling in clean condition. Where the lessor carries out work in the dwelling, he or she shall restore it to clean condition (art. 1911 C.C.Q.).

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

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

### Dwelling unfit for habitation

23. A lessor may not offer a dwelling that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The lessee may refuse to take possession of such a dwelling. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

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

# Urgent and necessary repairs

25. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the dwelling temporarily.

In the case of urgent repairs, the lessor may require the lessee to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

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

The lessor may intervene at any time to pursue the work.

The lessee shall render an account to the lessor of the repairs undertaken and the expenses incurred and shall deliver the invoices to the lessor. The lessee may withhold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.O.).

### Major non-urgent work

(arts. 1922 to 1929 C.C.O.)

27. The lessor shall give notice to the lessee before undertaking in the dwelling major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the dwelling temporarily, the lessor shall offer him or her an indemnity equal to the reasonable expenses the lessee will have to incur during the work. Such indemnity is payable to the lessee on the date he or she vacates the dwelling.

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

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

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

However, if the notice does not require the lessee to vacate the dwelling temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to modify or suppress any confine relating to the performance of the work that he or she considers abusive

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

# ACCESS TO AND VISIT OF DWELLING

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

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

**29.** The lessor may have access to the dwelling during the lease:

- to ascertain the condition of the dwelling between 9 a.m. and 9 p.m.;

   to show the dwelling to a propositive acquired.
- to show the dwelling to a prospective acquirer between 9 a.m. and 9 p.m.;

 to carry out work between 7 a.m. and 7 p.m. In all three cases, the lessor shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

**30.** A lessee who gives notice to the lessor of his or her intention to vacate the dwelling shall, from that time, allow the lessor to show the dwelling to prospective lessees between 9 a.m. and 9

p.m., and allow the lessor to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

**31.** The lessee may require the presence of the lessor or his or her representative during a visit to or a verification of the dwelling (art. 1932 C.C.Q.).

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

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

Abuse of the right of access by the lessor or unjustified denial of access by the lessee may also, depending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.Q. and s. 49 of the Chartor.

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

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

### NOTICES

35. Every notice relating to the lease, given by the lessor (e.g., notice of modification of the lease to increase the rent) or by the lessee (e.g., notice of non-renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

**Exception:** Only a notice by the lessor for the purpose of having access to the dwelling may be given orally.

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

# RENEWAL AND MODIFICATION OF LEASE

# Renewal of lease

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

However, a lease with a term of more than 12 months is renewed for one year only (art. 1941 C.C.Q.).

The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.). However, the lessor may modify the lease at the time of renewal, provided that he or she gives notice to the lessee.

The lessee may avoid such renewal, provided that he or she gives notice to the lessor.

## Non-renewal of lease by the lessee

38. A lessee who wishes to vacate the dwelling upon termination of a lease with a fixed term, or to terminate a lease with an indeterminate term, shall give notice to the lessor or reply to the lessor's notice within the time periods indicated in Table A (arts. 1942, 1945 and 1946 C.C.Q.).

# Modification of lease

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

**40.** The lessor shall, in the notice of modification, indicate to the lessee:

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

# Reply to a notice of modification (art, 1945 C.C.O.)

41. A lessee who receives a notice of modification of the lease from the lessor has one month after receiving it to reply and notify the lessor that

- accepts the requested modification(s); or
   refuses the requested modification(s) and will
- continue to occupy the dwelling (see "Exception" below); or
- will vacate the dwelling upon termination of the lease.

If the lessee fails to reply, this means that he or she accepts the modification(s) requested by the lessor.

If the lessee refuses the modification(s), he or she is entitled to remain in the dwelling because the lease is renewed. In case of refusal, see particular No. 42.

Exception: Where one of the two boxes in Section F is checked off, the lessee who refuses the requested modification(s) shall vacate the dwelling upon termination of the lease (art. 1955 C.C.Q.).

A model of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and a model of the lessee's reply to such notice are found at the end of these particulars and on the Régie du logement's website (www.rdl.gouv.qc.ca).

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

42. The lessor has one month, after receiving the reply of a lesse who refuses the modifications to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (see Table B). If the lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q).

### Agreement on modifications

43. Where the lessor and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the lessor shall give the lessee a writing evidencing the modifications to the previous lease before the beginning of the renewal (art. 1895 C.C.O.).

## Contestation of an adjustment of rent

44. Where a lease with a term of more than 12 months contains a clause providing for an adjustment of the rent, the lessee or the lessor may contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within one month following the date on which the adjustment is to take effect (art 1949 C.C.O.)

# REPOSSESSION OF DWELLING AND EVICTION (arts. 1957 to 1970 C.C.Q.)

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

If the immovable belongs to more than one person, the dwelling may generally be repossessed only if there is only one other co-owner and the two co-owners are spouses.

A legal person may not avail itself of the right to repossess a dwelling.

#### Beneficiaries may be:

- the lessor, his or her father, mother, children or any other relative or person connected by marriage or a civil union of whom the lessor is the main support:
- the spouse of whom the lessor remains the main support after a separation from bed and board or divorce or the dissolution of a civil union.

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

The notice shall contain the following:

- · the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the lessor, if any;
   the date fixed for the repossession.
- The lessor may evict the lessee to divide the dwelling, enlarge it substantially or change its destination. The notice shall indicate the date of and the reason for the eviction and respect the time periods presented in Table D (arts. 1959 to

A lessee who objects to the repossession of the dwelling or to eviction from it shall do so in accordance with the rules provided for in the *Civil Code of Québec* (see Tables C and D).

### ASSIGNMENT AND SUBLEASING

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

A lessee who subleases all or part of his or her dwelling binds himself or herself towards the sub-lessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.O.).

- **47.** The lessee is entitled to assign the lease or to sublease the dwelling with the consent of the lessor. However, the latter may not refuse to give his or her consent without a serious reason (arts. 1870 and 1871 C.C.O.).
- 48. The lessee shall give the lessor notice of his or her intention to assign the lease or to sublease the dwelling. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the dwelling (art. 1870 C.C.Q.).

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

- 49. A lessor who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.O.).
- 50. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the dwelling before receiving notice of 10 days to that effect from the sublessor or, failing him or her, from the lessor (art. 1940 C.C.Q.).

# RESILIATION OF LEASE BY THE LESSEE

**51.** Pursuant to article **1974** of the *Civil Code* of *Québec*, a lessee may resiliate his or her lease if:

- he or she is allocated a dwelling in low-rental housing; or
- he or she can no longer occupy the dwelling because of a handicap; or
- in the case of a senior, he or she is permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or

to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

### Notice (art. 1974 C.C.O.)

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

The notice shall be sent with an attestation from the authority concerned.

In the case of a senior, the notice of resiliation shall also be sent with a certificate from an authorized person stating that the conditions requiring admission to the facility have been met.

Pursuant to article 1974.1 of the Civil Code of Québec, a lessee may also resiliate his or her lease if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

### Notice (art. 1974.1 C.C.Q.)

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

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exists a situation involving violence or sexual aggression, and other factual elements or documents supporting the lessee's statement provided by persons in contact with the victims, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act promptly.

# Services (arts. 1974 and 1974.1 C.C.Q.)

If the rent includes services of a personal nature provided to the lessee or, where applicable, to his or her child, the lessee is only required to pay that part of the rent that relates to the services provided before he or she vacated the dwelling, whether or not such services were provided under a contract separate from the lease.

# SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

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

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

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

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

54. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he or she has made. If they cannot be removed without deteriorating the dwelling, the lessor may retain them by paying the value thereof or compel the lessee to remove them and to restore the property to the condition in which he or she received it. Where the dwelling cannot be restored to the condition in which the lessee received it, the lessor may retain them without compensation to the lessee (art. 1891 C.C.O.).

### NON-RENEWAL OF LEASE BY THE LESSEE: PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1946 C.C.Q.)

TABLE A	Lessee who has not received a notice of modification of the lease	Lessee of a room who has not received a notice of modification of the lease	Lessee (including the lessee of a room) who has received a notice of modification of the lease	
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Between 10 and 20 days before		
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	termination of the lease	Within 1 month after receiving the lessor's notice	
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease	Between 10 and 20 days before desired termination of the lease		

### STEPS FOR MODIFYING THE LEASE AND PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1947 C.C.Q.)

TABLE B	Step 1: Notice by lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the lessor
Lease of 12 months or more	Between 3 and 6 months before termination of the lease		
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	Within 1 month after receiving the notice of modification.	Within 1 month after receiving the lessee's refusal. Otherwise, the lease is renewed of right on the same conditions.
Lease with an indeterminate term	Between 1 and 2 months before proposed modification	If the lessee fails to reply, he or she is deemed to have accepted the modification.	
Lease for a room	Between 10 and 20 days before the termination of a fixed term lease or before the proposed	the mounication.	
	modification if the lease has an indeterminate term	See particular	No. 41: Exception

# STEPS FOR REPOSSESSING THE DWELLING AND PERIODS FOR GIVING NOTICE (arts. 1960, 1962 and 1963 C.C.Q.)

TABLE C	Step 1: Notice by owner-lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the owner-lessor	
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the	Within 1 month after the refusal or	
Lease of 6 months or less	1 month before termination of the lease	owner-lessor's notice.  If the lessee fails to reply, he or she is deemed to have refused	the expiry of the period granted to the lessee to reply.	
Lease with an indeterminate term	6 months before intented date of repossession	to vacate the dwelling.		

# STEPS FOR EVICTING THE LESSEE FOR THE PURPOSE OF DIVIDING, ENLARGING OR CHANGING THE DESTINATION OF THE DWELLING AND PERIODS FOR GIVING NOTICE (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1: Notice by lessor	Step 2: Application to the Régie du logement by the lessee	
Lease of more than 6 months	6 months before termination	Within 1 month after receiving the lessor's notice.	
	of the lease	If the lessee does not object, he or she is deemed to have agreed to	
Lease of 6 months or less	1 month before termination	vacate the dwelling.	
	of the lease	If the lessee objects, the lessor shall show the tribunal that he or she	
Lease with an indeterminate term	6 months before intended date of eviction	intends to divide, enlarge or change the destination of the dwelling and that he or she is permitted to do so by law.	

# END OF MANDATORY PARTICULARS

	MODEL OF NOTICE
NOTICE OF RENT INCREASE AND MODIFICATION OF ANO	OTHER CONDITION OF THE LEASE (arts. 1942 and 1943 C.C.Q.)
Notice to	
Name of lessee	Address
UPON RENEWAL OF YOUR LEASE, I INTEND TO MODIFY 1 – Amount of rent (check off ONE of the boxes below)	THE FOLLOWING CONDITION(S):
	will be increased to \$ (Indicate new rent)
Or	W
Or	will be increased by \$ (Indicate amount of increase)
	will be increased by %. (Indicate percentage of increase)
Or  Your rent under the lease ending on	
Day Month will be increased by% of the rent to be do	Year etermined by the tribunal.
2 – Term of lease	
Your lease will be renewed from Day Month Year	to L
3 – Other modification(s)	Day Month Year
To the lessee: IF YOU REFUSE the proposed modification(s)	or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN
ONE MONTH following its reception. Otherwise, the lease wi	Il be renewed under the new conditions.
Name of lessor or mandatary	Address
·	
Telephone No. Signature of lessor or mandata	
ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DEL	IVERED TO THE LESSEE BY HAND
I acknowledge receipt of this notice, on:	
Day Month Year Signature of lessee	
The lessor should always keep a copy and proof of delive	ry of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by hand,
confirmation of delivery if delivered by registered mail, or any	y other means providing proot of delivery). Iy proposed by the Régie du logement, which is available on its website
(www.rdl.gouv.qc.ca), at all of the Régie's offices or by mail.	
	MODEL OF REPLY
LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND M	ODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)
Notice to	Address of lessor or mandatary
,	Addies of resort of manadalay
Address of leased dwelling	MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT:
(choose one of the three responses below)	MODIFICATION OF ANOTHER CONDITION OF THE LEASE, FNOTH F TOO THAT.
I accept the renewal of the lease and its modifications.	
☐ I refuse the proposed modifications and I am renewing ☐ I am not renewing my lease and will vacate the dwel	
If the lease mentions that the dwelling is located in a	a cooperative of which the lessee is a member, or in a building that was erected or
underwent a change of destination five years ago or upon termination of the lease (see Section F of your	less, and if the lessee refuses one or more modifications, the lessee must move lease) (arts. 1945 and 1955 C.C.Q.).
Day Month Year Signature of lessee	
ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIV	VERED TO THE LESSOR RY HAND
I acknowledge receipt of this reply to my notice of rent increa	
Day Month Year Signature of lessor or mandatary	
The lessee should always keep a copy and proof of deliver confirmation of delivery if delivered by registered mail, or any	ery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by hand, y other means providing proof of delivery).

# **SCHEDULE 6**

(s. 2)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT SCHEDULE 6 TO THE LEASE: SERVICES OFFERED TO THE LESSEE BY THE LESSOR



#### ... -----

This schedule must be used when a lessor offers services in addition to those indicated in the lease, including services of a personal nature pursuant to articles 1892.1 and 1895.1 of the *Civil Code of Québec* (C.C.Q.).

The provisions pertaining to the rights and obligations of lessees and lessors in articles 1851 to 2000 of the C.C.Q., as well as certain provisions pertaining to persons living in a private seniors' residence, pursuant to the Act respecting health services and social services (AHSS5) and the Regulation respecting the conditions for obtaining a certificate of compliance and the operating standards for a private seniors' residence, apply not only to a leased dwelling or room, but also to services (e.g. meals, nursing care, laundry service), accessories and dependencies.

The lessor may not, by means of a clause in the lease, limit the lessee's right to purchase property or to obtain services from such persons as he or she chooses and on such terms and conditions as he or she sees fit.

# COST OF SERVICES OF A PERSONAL NATURE PROVIDED TO THE LESSEE

If the lease provides for services of a personal nature to be provided to the lessee, the lessor must complete this schedule and specify the part of the rent that relates to the cost of each of those services. The same applies to a senior admitted to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided.

# NOTICE OF RESILIATION OF THE LEASE (arts, 1938, 1939, 1974 and 1974.1 C.C.O.)

A lessor who receives a written notice of resiliation during the term of the same may claim only the rent that relates to the dwelling, as well as the part of the rent that relates to the cost of the services that are provided for in the lease, in this schedule or in a separate contract, and that were provided to the lessee before he or she vacated the dwelling, if the lessee vacated it for one of the following reasons:

- 1. he or she is allocated a dwelling in low-rental housing; or
- he or she is relocated in an equivalent dwelling corresponding to his or her needs, following a decision of the tribunal; or
- he or she can no longer occupy his or her dwelling because of a handicap; or
- if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party, or
- if he or she has died, in which case the notice of resiliation may be given by one of the persons provided for by law (see the particular respecting death in the mandatory lease forms); or
- 6. If the person is a senior permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, where ro not the person already resides in such a place at the time of admission.

### PRIVATE SENIORS' RESIDENCE

The operator of a private seniors' residence must obtain a certificate of compliance pursuant to the AHSSS, which defines the term "private seniors' residence". Only an operator who has obtained a certificate or a temporary certificate may call his or her lodging facility by that name.

To keep the certificate, the operator must meet a series of health and social criteria and operating standards. These criteria and standards are defined in the Regulation respecting the conditions for obtaining a certificate of compliance and the operating standards for a private seniors' residence. They concern, in particular, residents' rights, the exchange of information between the operator and the lessees on their health and safety, diet, medication and thrift party liability insurance. In some cases and on the conditions provided for in the AHSSS, the lease may be resiliated or the lessee relocated (arts. 346.0.18 and 346.0.20.2 to 346.0.20.4 of the AHSSS).

### Services for independent elderly persons

The lessor of a private seniors' residence offering services for independent elderly persons provides services in at least two of the following categories: meal services, domestic help services, security services and recreation services (see Parts 1 and 2 below). In addition, the operator of such a residence must give to a prospective resident or the prospective resident's representative, if applicable, a document stating in particular that no nursing services and no personal assistance services are provided.

### Services for semi-independent elderly persons

The lessor of a private seniors' residence offering services for semiindependent elderly persons provides services in at least two of the following categories: meal services, domestic help services, security services, recreation services, personal assistance services and nursing care (see Parts 1 and 2 below). In addition, at least one of the services provided to the lessee must be in the category of personal assistance services or the category of nursing care. Nursing care is a professional activity exercised by a nurse or a nursing assistant, in accordance with the law or an enabling regulation, or by any other person authorized to exercise that activity under a statute or a regulation.

The same residence may offer services for both independent and semi-independent elderly persons.

# COMPLIANCE WITH THE LEASE

Before entering into a lease, the lessor must identify with the prospective resident or the prospective resident's representative, if applicable, all of the services that the prospective resident wishes to obtain. During the term of the lease, the lessor must offer and maintain the services listed in the lease, this schedule or a separate contract, without increasing the cost or diminishing the quality of the services. The cost of the services may be included in the rent or may be payable in accordance with another method provided for in the lease, this schedule or a separate contract.

# CHARTER OF HUMAN RIGHTS AND FREEDOMS

The rights and obligations arising from the lease shall be exercised in compliance with the Charter, which prescribes, among other things, that every elderly person and every handicapped person has a right to protection against any form of exploitation.

In the case of differences between this document and the laws that apply to dwellings, the laws take priority.

Régie du logement

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PART 1 DETAILED DESCRIPTION OF DWELLING THAN THOSE OF A PERSONAL NATURE		CESSORIES, DEPENDENCIES AND SERVICES OTHER	
The lessor must provide the dwelling and maintain all the service	es, acce	ssories and dependencies for which the lessee undertakes to pay re	nt.
Check off if included in the lease.  TYPE OF RESIDENCE		RELIGIOUS ACTIVITIES	
PRIVATE SENIORS' RESIDENCE OFFERING SERVICES FOR:  independent persons		- specify:	
semi-independent persons  OTHER LODGING FACILITY		ACCESS TO RECREATIONAL ACTIVITIES - specify: SOCIAL DIRECTOR	
- specify:  DESCRIPTION OF PREMISES  # dwelling with rooms		INDOOR COMMON AREAS  ■ library	
room - private - shared		shared kitchen     private area for receiving visitors     pool	
BATHROOM  private shared		Interest room     billiard room     home theatre room     multifunctional recreation room     bowling alley	
GRAB BARS/HANDRAILS = bathroom = corridors (common areas)		reception room     may be rented for \$      Internet room     other:	
HEATING  = central system  = individual control		OUTDOOR COMMON AREAS	П
AIR CONDITIONING  = central system  individual control  authorized personal air-conditioning system  - type:		rest area rest area garden pool other:	
TELECOMMUNICATION SERVICES  ** telephone ** cable television ** wireless Internet ** wired Internet ** other:		OTHER SERVICES OFFERED DINING ROOM OPEN TO VISITORS  MEDICAL SERVICES - specify:	
CALL-FOR-HELP SYSTEM		NURSING CARE (SERVICES OFFERED BY THE LESSOR)  ■ NURSE  - Specify:	
- bed - bathroom - washroom - other:		- schedule: = nursing assistant - specify: - schedule:	
= mobile		CARE ATTENDANT (SERVICES OFFERED BY THE LESSOR) - specify:	
MANUAL OR POWERED WHEELCHAIR  « accessible dwelling  FURNITURE AND APPLIANCES (THE LESSEE HAS THE RIGHT TO BRING		- schedule:  SECURITY  schedule:	
- specify:  a television  a furniture  - specify:	a) - - -	staff member     nurse     nursing assistant     care attendant     guard     receptionist	
BALCONY = private = shared		- other:	
LOCKED STORAGE SPACE - location:		- service payable on a per-use basis Yes \( \square\) No \( \square\)	
LAUNDRY ROOM ■ shared laundry room - service payable on a per-use basis Yes □ No □			-
ELEVATOR			-

PARI 2	SERVICES OF A PERSONAL	NATURE					
The lessor m	The lessor must specify the part of the rent that relates to the cost of each of the services of a personal nature to be provided to the lessee.						
These services fall into the following categories: meal services, domestic help services, security services, recreation services, personal assistance							
services and nursing care.							
Services of	a personal nature in addition t	o those included in	this schedule may be used on a temporary or	permanent basis			
depending	on the lessee's needs and whethe	r the lessee requests	them, at the cost provided for in the list of all the	e services offered			
that is give	n to the lessee or his or her repre	sentative, if applicab	le, by the operator of a private seniors' residenc	e before entering			
into the lea	se. The lessor undertakes to provi	de these services at	the cost indicated in the list and throughout the	term of the lease.			
Check off t	he appropriate box for each of th	e services selected. S	specify the cost of each service.				
FOOD SERV		ĺ	NURSING CARE				
MEAIS	1023		NURSE	□ \$			
11127123	of meals per day:	_	- specify:				
- breakfa		□ \$	. ,				
- lunch		\$   \$	- number of hours:				
<ul> <li>supper</li> <li>type of m</li> </ul>	peals:	□,	NURSING ASSISTANT	□ \$			
- daily sp		□ \$	- specify:				
- à la cai		□ \$ □ \$	- number of hours:				
	diet meals	□ \$					
- speci	ту:	_	CARE ATTENDANT - specify:	□ \$			
MEAL HOU	RS		specify.				
= breakfast			- number of hours:				
= lunch	from to _ from to _		TOTAL MONTHLY COST:	¢			
supper	from to _			<b>,</b>			
SNACKS		□ \$	DOMESTIC HELP SERVICES				
number o	of snacks per day:	_	LAUNDRY				
- schedu	le:	_	■ household linen				
MEALS AN	D SNACKS ARE SERVED:		times a week or times a month = clothing	□ \$			
= in the din			times a week or times a month	□ \$			
in the cat							
= in the dw	relling or room	□ \$	HOUSEKEEPING				
TOTAL MO	NTHLY COST:	\$	<ul> <li>cleaning of dwelling or room</li> <li>times a week or times a month</li> </ul>	□ \$			
DEDCOMAL	ASSISTANCE SERVICES		- specify:				
EATING AS		□ \$					
- specify		□ •	TOTAL MONTHLY COST:	\$			
		_					
ASSISTANO	E WITH DAILY PERSONAL HYGIENE		OTHER SERVICES OFFERED				
= daily hyg	iene	□ \$	HELP WITH GETTING AROUND	□ \$			
- specify			- specify:				
■ bathing		□ \$	ESCORT SERVICE				
dressing	ies a week	□ \$	= medical appointments	□ \$			
- specify			= errands	□ \$ □ \$			
= other:		_ 🗆 \$					
	<u> </u>	_	OTHER:	□ \$			
MEDICATIO	ON.						
	on of medication	□ \$ □ \$	SECURITY DEVICE (for persons at risk of wandering) - specify:	/ 🗆 ֆ			
	ation of medication	□ \$					
- specify		_	ASSISTANCE FOR COMPLETING FORMS RELATED TO	ΤΗΕ ΤΔΥ			
		-	CREDIT FOR HOME-SUPPORT SERVICES FOR SENIO				
	CARE SERVICES INVOLVED IN ASSISTA VITIES OF DAILY LIVING	□ \$	TOTAL MONTHLY COST:	\$			
- specify			TOTAL MONTHLY COST				
. ,		_	TOTAL MONTHLY COST OF SERVICES INCLUDED \$				
		_	+				
		_	BASIC RENT				
TOTAL MO	NTHLY COST:	\$	(see mandatory lease form) \$				
			TOTAL RENT \$				
SIGNATU	RES						
		1 1 1		1 1 1			
Signature of les	sor (or his or her mandatary)	Day Month Year	Signature of lessee (or his or her mandatary) Day	Month Year			
,		1 1 1	]	1 1 1			
Signature of les	sor (or his or her mandatary)	Day Month Year	Signature of lessee (or his or her mandatary) Day	Month Year			
-			]				
Other signatory	(e.g. witness or other)	Day Month Year	Person to contact in case of emergency (name, address and tele	phone No.)			

Initials of lessor Initials of lessee

# **SCHEDULE 7**

(s. 3)

MANDATORY FORM OF THE RÉGIE DU LOGEMENT IN THE CASE OF AN ORAL LEASE

Régie du logement	M in the Cas	ANDATORY WRITING
*An automated information service is available around the clock.		
RÉGIE DU LOGEMENT MANDATORY FORM   TWO COF	PIES	
When the lease is oral, the lessor must give this form to the	lessee within 10 days after en	tering into the lease (art. 1895 C.C.Q.).
A BETWEEN THE LESSEE (WRITE LEGIBLY)	AND THE LESSOR	(WRITE LEGIBLY)
Name	Name	
No. Street Apt.	No. Street	Apt.
Municipality Postal code	Municipality	Postal code
Telephone No. Other telephone No. (cell phone)	Telephone No.	Other telephone No. (cell phone)
Email address	Email address	
Name	Name	
	No. Street	Apt.
No. Street Apt.  Municipality Postal code	No. Street  Municipality	Apt. Postal code
	Telephone No.	Other telephone No. (cell phone)
Telephone No. (cell phone)  Email address	Email address	Other telephone No. (cell phone)
Email address	Where applicable, represent	ed by:
ADDRESS OF LEASED DWELLING		
No. Street	Apt. Muni	cipality Postal code
The names indicated in the lease must be those that the less in the Civil Code of Québec general  B RENT (arts. 1855, 1903 and 1904 C.C.Q.)	see and the lessor are legally lly refers to the owner of the i	authorized to use. The term "lessor" mmovable.
The rent is \$ Per month Per v	veek	
	ease (if it is a fixed term lea	ase).
If the lease includes services of a personal nature, complete Sc	thedule 6 of the lease: Se	rvices Offered to the Lessee by the Lessor.
C RESTRICTIONS ON THE RIGHT TO HAVE THE REN	T FIXED AND THE LE	ASE MODIFIED (art. 1955 C.C.Q.)
The lessee and the lessor may not apply to the Régie du logem of the rent or for the modification of another condition of the the following situations applies:  The dwelling is located in an immovable erected five years ago or le	lease if one of	If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the lessee who refuses a modification in his or her lease requested by the lessor, such as an increase in the rent, must vacate the dwelling upon termination of the lease (particulars Nos. 48 and 50).
The immovable became ready for habitation on Day Month Ye	ar .	If neither of the two boxes opposite is checked
OR  The dwelling is located in an immovable whose use for residential from a change of destination that was made five years ago or less		off and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to con- tinue to live in the dwelling, the lease is then renewed. The lessor may apply to the Régie du Jogement to have the conditions of the lease fixed for
The immovable became ready for habitation on Day Month Ye.	ar .	to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 50 and 51).
However, the tribunal may rule on any other application concerning the	e lease (e.g. decrease in ren	t).
D NOTICE TO A NEW LESSEE OR A SUBLESSEE (art:		C.Q.)
Mandatory notice to be given by the lessor at the time the least into, except when one of the two boxes in Section C is checked I hereby notify you that the lowest rent paid for your dwelling during the preceding the beginning of your lease, or the rent fixed by the Rēgie du during that period, was 5	off. e 12 months	If the new lessee or the sublessee pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease or sublease is entered into, apply to the Régie du logement to have the rent fixed.
☐ Per month ☐ Per week ☐ Other		If the lessor did not give such notice at the time the lease or sublease was entered into, the new lesses or the sublesses may within two months.
The property leased, the services offered by the lessor and the conditions Yes No	of your lease are the same.	lessee or the sublessee may, within two months after the beginning of the lease, apply to the Régie du logement to have his or her rent fixed.
If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personal nature, personal assistance services and nursing	g care, parking, heating):	The new lessee or the sublessee may also make such application within two months after the day he or she becomes aware of a false statement in
Simple of the second se		the notice.
Signature of lessor Day Month	Year	

Régie du logement

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### **PARTICULARS**

In the case of differences between this document and the laws that apply to dwellings, the laws take priority

### GENERAL INFORMATION

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

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the Civil Code of Québec. No right may be exercised with the intent of injuring another or in an excessive and unreasonable manner that is contrary to the requirements of good faith (arts. 6, 7 and 1375 C.C.Q.).

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

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

Any non-performance of an obligation by a party entitles the other party to pursue certain rem edies before a tribunal, generally the Régie du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, resiliation of the lease, damages and, in certain cases, punitive damages.

### Charter of human rights and freedoms

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

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

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

#### Act respecting the Protection of personal information in the private sector

The lessor shall comply with the prescriptions of this Act.

### Other leases and Schedule 6

- Special rules apply to the lease of:

   a room to a student by an educational institution (arts. 1979 to 1983 C.C.Q.);
- a dwelling in a cooperative (art. 1955 C.C.O.):
- a dwelling in low-rental housing (arts. 1984 to 1995 ( C O ).
- · land for the installation of a mobile home (arts. 1996 to 2000 C.C.Q.).

If the lease includes services in addition to those indicated on this form, including services of a personal nature, Schedule 6 of the lease, Services Offered to the Lessee by the Lessor, shall be

 The particulars apply to any premises leased for residential purposes, as well as to the services. accessories and dependencies attached to the dwelling, whether or not they are included in the lease of the dwelling or in another lease. Some exceptions apply (arts. 1892 and 1892.1 C.C.Q.).

### ENTERING INTO THE LEASE

2. A lease is a contract to lease a dwelling. A lease is entered into when the lessor undertakes to lease a dwelling to a lessee, who in turn under takes to pay the rent agreed upon for a fixed term or an indeterminate term. The contract may be written or oral (art. 1851 C.C.Q.)

### By-laws of the immovable

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

If such by-laws exist, the lessor must give a copy of them to the lessee before entering into the lease that the by-laws form part of the lease (art 1894 C C O )

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

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

### Language of the writing and of the by-laws of the immovable

4. The writing and the by-laws of the immovable shall be drawn up in French. However, the lessor and the lessee may expressly agree to use another language (art. 1897 C.C.Q.)

### Conditions of the lease

5. The lessor and the lessee may agree on various conditions of the lease, but they may not disregard the provisions of public order

The legal rules contained in particulars Nos. 23, 24 and 61 to 63 are suppletive, i.e. they apply if the parties do not decide otherwise.

6. Pursuant to article 1893 of the Civil Code of Ouébec, conditions that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, and 1992 to 2000 of the Code are without effect. For instance, no one may, at the time of entering

into the lease:

• waive his or her right to maintain occupancy

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

A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.). The following conditions are also without effect:

- a condition limiting the liability of the lesson or releasing the lessor from an obligation (art. 1900 C.C.O.):
- a condition that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.O.):
- a condition that modifies the rights of the lessee by reason of an increase in the number of occupants, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a condition providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.O.):
- a condition in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.O.):

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

#### RIGHT TO MAINTAIN OCCUPANCY

8. The lessee, excluding a sublessee (art. 1940 C.C.O.), has a personal right to maintain occupancy in his or her dwelling (art. 1936 C.C.Q.).

The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the repossession of the dwelling, eviction and the resiliation of the lease by the lessor. In addition, the lessor may give notice that the lease is not being renewed where the lessee has subleased the dwelling for more than 12 months and where the lessee lived alone and has died (art. 1944 C.C.O.).

9. The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee reases or where the lessee dies provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.). However, those persons are not considered to be new lessees (art. 1951 C.C.O.).

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

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

12. A lease is not terminated by the death of the lessor or the lessee (art 1884 C C O )

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she continues to occupy the dwelling and gives notice to that effect in writing to the Jesson within two months after the death. Otherwise the liquidator of the succession or if there is no liquidator, an heir may, in the month that follows the expiry of the two-month period, terminate the lease by giving notice of one month to that effect

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

In all cases, if the lessee received services of a personal nature, whether or not he or she lived alone the liquidator, the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts. 1938 and

### DELIVERY OF DWELLING AT THE BEGINNING OF THE LEASE

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

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

14. A lessor may not offer a dwelling that is unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The lessee may refuse to ackeposession of such a dwelling. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.

### PAYMENT OF RENT

15. At the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent.

The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys) (art. 1904 C.C.Q.).

**16.** The lessor may not require payment of the rent by means of a postdated cheque or any other postdated instrument, unless otherwise agreed (art. 1904 2nd par. C.C.Q.).

17. The lessee shall pay the rent on the first day of each payment period (e.g. month, week), unless otherwise agreed. The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564, 1568, 1855 and 1903 C.C.Q.).

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

A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months (art. 1906 C.C.Q.).

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

20. Non-payment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lessor and the eviction of the lessor.

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

### LIABILITY OF SPOUSES AND CO-LESSEES

# Liability of persons who are married or in a civil union

21. A married or civil union spouse who rents a dwelling for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the lessor of his or her unwillingness to be bound for the debt (arts. 397 and 521.6 C.C.Q.).

# Liability of co-lessees and surety

22. If more than one lessee is bound by the oral lease, the lessees are jointly liable for the obligations arising out of the lease, i.e. each of them is liable for his or her own share only (art. 1518 C.C.Q.).

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

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

Surety securing the performance of the obligations of the lessee does not extend to the renewal of the lease, unless otherwise provided between the parties (art. 1881 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352 C.C.Q.).

### **ENJOYMENT OF PREMISES**

**23.** The lessor shall provide the lessee with peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par. C.C.Q.).

24. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a reasonable fashion (art. 1855 C.C.Q.).

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

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

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

**28.** During the term of the lease, the lessor and the lessee may not change the form or destination of the dwelling (art. 1856 C.C.Q.).

### MAINTENANCE OF DWELLING AND REPAIRS

### Obligation of maintenance

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

**30.** The lessee shall keep the dwelling in clean condition. Where the lessor carries out work in the dwelling, he or she shall restore it to clean condition (art. 1911 C.C.Q.).

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

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

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

### Urgent and necessary repairs

34. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the dwelling temporarily.

In the case of urgent repairs, the lessor may require the lessee to vacate the property temporarily, without notice and without authorization from the Régie du logement (art. 1865 C.C.Q.).

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

The lessor may intervene at any time to pursue the work.

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

# Major non-urgent work

36. The lessor shall give notice to the lessee before undertaking in the dwelling major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the dwelling temporarily, the lessor shall offer him or her an indemnity equal to the reasonable expenses the lessee will have to incur during the work. Such indemnity is payable to the lessee on the date he or she vacates the dwelling.

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

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

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

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

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

# ACCESS TO AND VISIT OF DWELLING

37. To exercise rights of access to the dwelling, the lessor and the lessee are bound to act in good faith:
the lessee shall facilitate access to the dwelling

- and shall not refuse access without justification;
- the lessor shall not abuse his or her rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.O.).

**38.** The lessor may have access to the dwelling during the lease:

- to ascertain the condition of the dwelling between 9 a.m. and 9 p.m.;
- to show the dwelling to a prospective acquirer between 9 a.m. and 9 p.m.;

to carry out work between 7 a.m. and 7 p.m.

In all three cases, the lessor shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1898, 1931 and 1932 C.C.Q.).

39. A lessee who gives notice to the lessor of his or her intention to vacate the dwelling shall, from that time, allow the lessor to show the dwelling to prospective lessees between 9 a.m. and 9 p.m., and allow the lessor to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

**40.** The lessee may require the presence of the lessor or his or her representative during a visit to or a verification of the dwelling (art. 1932 C.C.Q.).

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

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Where the Jessee denies access to the dwelling for a reason other than those provided for by law, the lessor may file an application with the Régie du logement to obtain an order for access.

Abuse of the right of access by the lessor or unjustinending on the circumstances, allow the exercise of certain remedies, such as the filing of an application for damages or punitive damages (arts. 1863, 1902, 1931 to 1933 C.C.O. and s. 49 of the Charter).

42 No lock or other device restriction access to a dwelling may be installed or replaced without the consent of the lessor and the lessee (art. 1934 C.C.Q.).

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

#### NOTICES

44. Every notice relating to the lease, given by the lessor (e.g. notice of modification of the lease to increase the rent) or by the lessee (e.g. notice of non-renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

Exception: Only a notice by the lessor for the purpose of having access to the dwelling may be given orally.

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

### RENEWAL AND MODIFICATION OF LEASE Renewal of lease

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

However, a lease with a term of more than 12 months is renewed for one year only (art. 1941

The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.). However, the lessor may modify the lease at the time of renewal, provided that he or she gives notice to the lessee

The lessee may avoid such renewal, provided that he or she gives notice to the lessor.

# Non-renewal of lease by the lessee

47. A lessee who wishes to vacate the dwelling upon termination of a lease with a fixed term, or to terminate a lease with an indeterminate term, shall give notice to the lessor or reply to the lessor's notice within the time periods indicated in Table A (arts. 1942, 1945 and 1946 C.C.Q.).

# Modification of lease

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

49. The lessor shall, in the notice of modification, indicate to the lessee

- the modification(s) requested:
- the new term of the lease, if he or she wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if he or she wishes to increase the rent. However of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Régie du logement;

· the time granted to the lessee to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

# Reply to a notice of modification

**50.** A lessee who receives a notice of modification of the lease from the lessor has **one month** after receiving it to reply and notify the lessor

- · refuses the requested modification(s) and will continue to occupy the dwelling (see "Exception
- will vacate the dwelling upon termination of

If the lessee fails to reply, this means that he or she accepts the modification(s) requested by the

If the lessee refuses the modification(s), he or she is entitled to remain in the dwelling because the lease is renewed. In case of refusal, see particular

Exception: Where one of the two boxes in Section C is checked off, the lessee who refuses the requested modification(s) shall vacate the dwelling upon termination of the lease (art. 1955 C.C.Q.).

A model of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and a model of the lessee's reply to such notice are found at the end of these particulars and on the Régie du ogement's website (www.rdl.gouv.qc.ca).

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

51. The lessor has one month, after receiving the renly of a lessee who refuses the modifications to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (see **Table B**). If the lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.O.)

### Agreement on modifications

52. Where the lessor and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the lessor shall give the lessee a writing evidencing the modifications to the previous lease before the beginning of the renewal (art 1895 C C O )

# Contestation of an adjustment of rent

53. Where a lease with a term of more than 12 months provides for an adjustment of the rent, the lessee or the lessor may contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within one month following the date on which the adjustment is to take effect (art. 1949 C.C.Q.).

### REPOSSESSION OF DWELLING

provided for by law to live in it.

AND EVICTION (arts. 1957 to 1970 C.C.Q.)

54. Where the lessor of the dwelling is the owner, he or she may repossess the dwelling in order to live in it or to allow one of the beneficiaries

If the immovable belongs to more than one person, the dwelling may generally be repossessed only if there is only one other co-owner and the two co-owners are spouses.

A legal person may not avail itself of the right to repossess a dwelling.

# Beneficiaries may be

- · the lessor, his or her father, mother, children or any other relative or person connected by marriage or a civil union of whom the lessor is
- the snouse of whom the lessor remains the main support after a separation from bed and board or divorce or the dissolution of a civil union

To repossess the dwelling, the lessor shall give notice within the prescribed time periods. The steps for the repossession of the dwelling and the time periods for giving notice are presented

- The notice shall contain the following:
- · the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the lessor, if any;
- · the date fixed for the repossession.

The lessor may evict the lessee to divide the dwelling, enlarge it substantially or change its destina-tion. The notice shall indicate the date of and the reason for the eviction and respect the time periods presented in Table D (arts. 1959 to 1961 C.C.O.).

A lessee who objects to the renossession of the dwelling or to eviction from it shall do so in accordance with the rules provided for in the Civil Code of Québec (see Tables C and D).

### ASSIGNMENT AND SUBLEASING

55. Where a lessee assigns his or her lease, the lessee abandons all of his or her rights and transfers all of his or her obligations in respect of the dwelling to a person called the "assignee"; as a result, the lessee is released from his or her obligations towards the lessor (art. 1873 C.C.O.).

A lessee who subleases all or part of his or her dwelling binds himself or herself towards the sublessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.O.).

56. The lessee is entitled to assign the lease or to sublease the dwelling with the consent of the lessor. However, the latter may not refuse to give his or her consent without a serious reason (arts. 1870 and 1871 C.C.O.).

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

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

58. A lessor who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art.

59 The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the dwelling before receiving notice of 10 days to that effect from the sublessor or, failing him or her from the lessor (art 1940 C C O )

# RESILIATION OF LEASE BY THE LESSEE

60. Pursuant to article 1974 of the Civil Code of Ouébec, a lessee may resiliate his or her lease i

- he or she is allocated a dwelling in low-rental housing; or
- he or she can no longer occupy the dwelling because of a handicap; or in the case of a senior, he or she is permanently
- admitted to a residential and long-term ca centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission

Notice (art. 1974 C.C.Q.)

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

The notice shall be sent with an attestation from the authority concerned.

In the case of a senior, the notice of resiliation shall also be sent with a certificate from an authorized person stating that the conditions requiring admission to the facility have been met. Pursuant to article 1974.1 of the Civil Code of Québec, a lessee may also resiliate his or her leaseif the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

### Notice (art. 1974.1 C.C.Q.)

The resiliation takes effect two months after a notice is sent to the lessor or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree

or when the dwelling, having been vacated by the lessee, is re-leased during that same period.

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exists a situation involving violence or sexual aggression, and other factual elements or documents supporting the lessee's statement provided by persons in contact with the victims, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act promotify.

## Services (arts. 1974 and 1974.1 C.C.Q.)

If the rent includes services of a personal nature provided to the lessee or, where applicable, to his or her child, the lessee is only required to pay that part of the rent that relates to the services provided before he or she vacated the dwelling, whether or not such services were provided under a contract separate from the lease.

### SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

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

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

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

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

63. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he or she has made. If they cannot be removed without deteriorating the dwelling, the lessor may retain them by paying the value thereof or compel the lessee to remove them and to restore the property to the condition in which he or she received it. Where the dwelling cannot be restored to the condition in which the elseer exceived it, the lessor may retain them without compensation to the lessee [art. 1811 C.C.Q.).

### NON-RENEWAL OF LEASE BY THE LESSEE: PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1946 C.C.Q.)

TABLE A	Lessee who has not received a notice of modification of the lease	Lessee of a room who has not received a notice of modification of the lease	Lessee (including the lessee of a room) who has received a notice of modification of the lease
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Between 10 and 20 days before	
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	termination of the lease Within 1 month after receiving the	
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease	Between 10 and 20 days before desired termination of the lease	

### STEPS FOR MODIFYING THE LEASE AND PERIODS FOR GIVING NOTICE (arts. 1942, 1945 and 1947 C.C.O.)

TABLE B	Step 1: Notice by lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the lessor
Lease of 12 months or more	Between 3 and 6 months before termination of the lease		
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	Within 1 month after receiving the notice of modification.	Within 1 month after receiving
Lease with an indeterminate term	Between 1 and 2 months before proposed modification	If the lessee fails to reply, he or she is deemed to have accepted the modification.	the lessee's refusal. Otherwise, the lease is renewed of right on the same conditions.
Lease for a room	Between 10 and 20 days before the termination of a fixed term		
modification if the lease has	lease or before the proposed modification if the lease has		No. 50: Exception
an indeterminate term			

# STEPS FOR REPOSSESSING THE DWELLING AND PERIODS FOR GIVING NOTICE (arts. 1960, 1962 and 1963 C.C.Q.)

TABLE C	Step 1: Notice by owner-lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the owner-lessor
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the owner-lessor's notice.	
Lease of 6 months or less	1 month before termination of the lease  If the lease fails to reply, he or she is deemed to have refused		Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
Lease with an indeterminate term	6 months before intented date of repossession	to vacate the dwelling.	

# STEPS FOR EVICTING THE LESSEE FOR THE PURPOSE OF DIVIDING, ENLARGING

OR CHANGING THE DESTINATION OF THE DWELLING AND PERIODS FOR GIVING NOTICE (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1: Notice by lessor	Step 2: Application to the Régie du logement by the lessee
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the lessor's notice.  If the lessee does not object, he or she is deemed to have agreed to
Lease of 6 months or less	1 month before termination of the lease	vacate the dwelling.
Lease with an indeterminate term	6 months before intended date of eviction	<ul> <li>If the lessee objects, the lessor shall show the tribunal that he or she truly intends to divide, enlarge or change the destination of the dwelling and that he or she is permitted to do so by law.</li> </ul>

# END OF MANDATORY PARTICULARS

Your lease will be renewed from		MODEL OF NOTICE
Notice to Name of lessee  Address  UPON RENEWAL OF YOUR LEASE, I INTEND TO MODIFY THE FOLLOWING CONDITION(S):  1 - Amount of rent (check off ONE of the boxes below)  O'corrow current rent of \$	NOTICE OF RENT INCREASE AND MODIFICATION	OF ANOTHER CONDITION OF THE LEASE (arts. 1942 and 1943 C.C.Q.)
Name of losses  Word NEMENT OF THE LESSE, I INTEND TO MODIFY THE FOLLOWING CONDITION(S):  1 - Amount of rent (check off ONE of the boxes below)    Value or current rent of \$		
1 — Amount of rent (check off ONE of the boxes below)    Tour current rent of \$   will be increased to \$   (indicate new rent)	Name of lessee	Address
Your current rent of \$		* *
Vour current rent of \$		
Wour current rent of \$		will be increased by \$ (Indicate amount of increase)
Vour rent under the lease ending on   Day   Month   Vear   Will be increased by   Worth   Vear   Will be increased by   Worth   Vear   Vear   Worth   Vear	Your current rent of \$	will be increased by
2 - Term of lease Your lease will be renewed from Day Month Year to Day Month Year  3 - Other modification(s)  10 the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.  Name of lessor or mandatary Address  Signature of lessor or mandatary Address  Signature of lessor or mandatary Day Month Year  ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND  I acknowledge receipt of this notice, not lessee  The lessor should always keep a copy and proof of delivery of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by han confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).  To reply to this notice, the lesses may use the model of reply proposed by the Regie du logement, which is available on its website (www.rdl.gouv.q.c.a), at all of the Regie's offices or by mail.  MODEL OF REPLY  LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)  Notice to Name of lessor or mandatary Address of lessor or mandatary  Address of lessed dwelling  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I accept the renewal of the lease and its modifications.  I reflex the proposed modifications and I am renewing my lease.  If the lesses mentions that the dwelling is located in a cooperative of which the lesses is a member, or in a building that was erected or underwent a change of destination five years ago or less, and if the lessee refluses one or more modifications, the lessee must move upon termination of the lease.  Signature of lessor or mandatary	Your rent under the lease ending on Day M	Nonth Year
Your lease will be renewed from	•	to be determined by the tribunal.
To the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.  Name of lessor or mandatary  Address  Address  Address  Address  Address  AcknowLeDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND  I acknowledge receipt of this notice, on:    Day	2 – Term of lease	
To the lessee: IF YOU REFUSE the proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.  Name of lessor or mandatary  Address  ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND  I acknowledge receipt of this notice, on:  Day Month Year Signature of lessor or mandatary  ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND  I acknowledge receipt of this notice, on:  Day Month Year Signature of lessor or mandatary  ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND  I acknowledge receipt of this notice, on:  Day Month Year Signature of lessor or mandatary  ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND  I acknowledge receipt of this notice, on:  MODEL OF REPLY  LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)  NOTICE TO Name of lessor or mandatary  Address of lessor or mandatary  I accept the renewal of the lease and its modifications.  I are returned to the three responses below)  I am not renewing my lease and will vacate the dwelling upon termination of the lease.  I am not renewing my lease and will vacate the dwelling upon termination of the lease.  If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected of underwent a change of destination five years agor ress, and if the lessee returned or more modifications, the lessee must move upon termination of the lease, and will was erected or underwent a change of destination five years agor ress, and if the lessee returned or more modifications, the lessee must move upon termination of the lease, on:  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS	Your lease will be renewed from Day Month	Year Day Month Year
Name of lessor or mandatary  Address  Rame of lessor or mandatary  Address  Rephone No.  Signature of lessor or mandatary  Address  Address  Acknowledge receipt of this notice, on:    Day   Month   Year	3 – Other modification(s)	
Name of lessor or mandatary  Address  Name of lessor or mandatary  Address  Telephone No.  Signature of lessor or mandatary  Address  Address  Acknowledge receipt of this notice, on:    Day   Month   Year		
Name of lessor or mandatary  Address  Rame of lessor or mandatary  Address  Rephone No.  Signature of lessor or mandatary  Address  Address  Acknowledge receipt of this notice, on:    Day   Month   Year		
The lessor should always keep a copy and proof of delivery of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by han confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).  To reply to this notice, the lessee may use the model of reply proposed by the Régie du logement, which is available on its website (www.rdl.gouv.qc.ca), at all of the Régie's offices or by mail.  MODEL OF REPLY  LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)  Notice to Name of lessor or mandatary Address of lessor or mandatary  Address of lessor or mandatary  Address of lessed dwelling  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I accept the renewal of the lease and its modifications.  I refuse the proposed modifications and I am renewing my lease.  I am not renewing my lease and will vacate the dwelling upon termination of the lease.  If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected of underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).  Day Month Year Signature of lessee  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  Lacknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:		
The lessor should always keep a copy and proof of delivery of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by han confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).  To reply to this notice, the lessee may use the model of reply proposed by the Régie du logement, which is available on its website (www.rdl.gouv.qc.ca), at all of the Régie's offices or by mail.  MODEL OF REPLY  LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)  Notice to Name of lessor or mandatary Address of lessor or mandatary  Address of lessor or mandatary  Address of lessed dwelling  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I accept the renewal of the lease and its modifications.  I refuse the proposed modifications and I am renewing my lease.  I am not renewing my lease and will vacate the dwelling upon termination of the lease.  If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected of underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).  Day Month Year Signature of lessee  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  Lacknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:	Name of lessor or mandatany	Addrass
ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND    acknowledge receipt of this notice, on:   acknowledge receipt of this notice, on:   Signature of lessee   Signature of lessee or mandatary   Signature of lesseor or manda	Name of leason of mandatary	Address
l acknowledge receipt of this notice, on:    Day   Month   Year   Signature of lessee	Telephone No. Signature of lessor or a	mandatary Day Month Year
MODEL OF REPLY  LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I refuse the proposed modifications and I am renewing my lease.  I renewing my lease and will cate the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected our underwent a change of destination five years ago or less, and if the leasee must move upon termination of the lease execution of property is ginature of lessee or mandatary  AcknowLEDGEMENT OF RECEIP, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:    AcknowLEDGEMENT OF RECEIP, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND   Cacknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:   AcknowLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND   Cacknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:	ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE	IS DELIVERED TO THE LESSEE BY HAND
The lessor should always keep a copy and proof of delivery of the notice given to the lessee (e.g. acknowledgement of receipt if delivered by han confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).  To reply to this notice, the lessee may use the model of reply proposed by the Rêgie du logement, which is available on its website (www.rdl.gouv.q.c.ca), at all of the Rêgie's offices or by mail.    MODEL OF REPLY	I acknowledge receipt of this notice, on:	
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Notice to Name of lessor or mandatary  Address of lessor or mandatary  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I accept the renewal of the lease and its modifications.  I refuse the proposed modifications and I am renewing my lease.  I am not renewing my lease and will vacate the dwelling upon termination of the lease.  If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected of underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:	confirmation of delivery if delivered by registered mai To reply to this notice, the lessee may use the <b>model</b>	il, or any other means providing proof of delivery).  of reply proposed by the Régie du logement, which is available on its website
Notice to Name of lessor or mandatary  Address of lessor or mandatary  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I accept the renewal of the lease and its modifications.  I refuse the proposed modifications and I am renewing my lease.  I am not renewing my lease and will vacate the dwelling upon termination of the lease.  If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected of underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:		
Notice to Name of lessor or mandatary  Address of lessor or mandatary  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I accept the renewal of the lease and its modifications.  I refuse the proposed modifications and I am renewing my lease.  I am not renewing my lease and will vacate the dwelling upon termination of the lease.  If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected of underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:		NADEL OF DEDLY
Notice to Name of lessor or mandatary  Address of lessor or mandatary  Address of lessor or mandatary  Address of lessor or mandatary  Name of lessor or mandatary  National Control of Lessor or mandatary  Address of lessor or mandatary		MODEL OF REPLY
Name of lessor or mandatary  Address of leased dwelling  IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)  I accept the renewal of the lease and its modifications.  I refuse the proposed modifications and I am renewing my lease.  I am not renewing my lease and will vacate the dwelling upon termination of the lease.  If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected of underwent a change of destination five years ago or less and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).  Day Month Year Signature of lessee  ACKNOWLEGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:	LESSEE'S REPLY TO A NOTICE OF RENT INCREASE	AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 1945 C.C.Q.)
IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)    I accept the renewal of the lease and its modifications.   I refuse the proposed modifications and I am renewing my lease.   I am not renewing my lease and will vacate the dwelling upon termination of the lease.  If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).    Day Month Year   Signature of lessee   ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND   I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:	Notice to Name of lessor or mandatary	Address of lessor or mandatary
IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (choose one of the three responses below)    I accept the renewal of the lease and its modifications.   I refuse the proposed modifications and I am renewing my lease.   I am not renewing my lease and will vacate the dwelling upon termination of the lease.  If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).    Day Month Year   Signature of lessee   ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND   I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:	,	, , , , , , , , , , , , , , , , , , ,
□ I accept the renewal of the lease and its modifications. □ I refuse the proposed modifications and I am renewing my lease. □ I am not renewing my lease and will vacate the dwelling upon termination of the lease.  If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected of underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).  Day Month Year Signature of lessee  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  la cknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:  Day Month Year Signature of lessor or mandatary	IN RESPONSE TO YOUR NOTICE OF RENT INCREAS	E AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT:
☐ I refuse the proposed modifications and I am renewing my lease. ☐ I am not renewing my lease and will vacate the dwelling upon termination of the lease. ☐ If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected of underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).  Day Month Year Signature of lessee  ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:  Day Month Year Signature of lessor or mandatary		ations.
If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected of underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).	≡ '	
underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).	I am not renewing my lease and will vacate the	ne dwelling upon termination of the lease.
ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:	underwent a change of destination five years a	ago or less, and if the lessee refuses one or more modifications, the lessee must move
ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND  I acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:	Day Month Year Signature of lessee	
l acknowledge receipt of this reply to my notice of rent increase and modification of another condition of the lease, on:		S DELIVERED TO THE LESSOR BY HAND
Day Month Year Signature of lessor or mandatary		
·	1 1 1 1	
	The lessee should always keep a copy and proof of	f delivery of the notice given to the lessor (e.g. acknowledgement of receipt if delivered by han