

## 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 GAUDREAU,  
*Minister of Municipal Affairs,  
Regions and Land Occupancy*

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## 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.

# LEASE

in an Educational Institution

**RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES**

A BETWEEN THE LESSEE (WRITE LEGIBLY) (STUDENT)	AND THE LESSOR (WRITE LEGIBLY) (EDUCATIONAL INSTITUTION)	
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 _____	
Represented by: _____	Represented by: _____	
<small>The names indicated in the lease must be those that the student and the educational institution are legally authorized to use.</small>		
B DESCRIPTION AND DESTINATION OF LEASED ROOM, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)		
<small>Make the necessary adaptations if the leased property is a dwelling instead of a room.</small>		
<b>Address and description of room</b> _____ _____ _____		
The room is leased for residential purposes only. <input type="checkbox"/> Outdoor parking      Parking space _____ <input type="checkbox"/> Indoor parking      Parking space _____		
Furniture is leased and included in the rent. <input type="checkbox"/> Yes <input type="checkbox"/> No <span style="margin-left: 150px;"><small>Specify (cost)</small></span>		
<b>Appliances</b> <input type="checkbox"/> Stove <input type="checkbox"/> Microwave oven <input type="checkbox"/> Refrigerator	<b>Furniture</b> <input type="checkbox"/> Table(s) _____ Number _____ <input type="checkbox"/> Chair(s) _____ Number _____ <input type="checkbox"/> Chest(s) of drawers _____ Number _____	<b>Other</b> <input type="checkbox"/> Couch(es) _____ Number _____ <input type="checkbox"/> Armchair(s) _____ Number _____ <input type="checkbox"/> Bed(s) _____ Number _____ Size _____ <input type="checkbox"/> Smoke detector(s) _____ Number _____ <input type="checkbox"/> Storage space _____ <input type="checkbox"/> Other _____
The educational institution and the student undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the room and the immovable. _____ Initials of the educational institution's mandatory _____ Day _____ Month _____ Year _____ _____ Initials of student _____ Day _____ Month _____ Year _____		
C TERM OF LEASE (art. 1851 C.C.Q.)		
<b>TERM</b> The term of the lease is _____ From _____ Day _____ Month _____ Year _____ To _____ Day _____ Month _____ Year _____ <small>Specify number of weeks or months</small>		

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<b>D RENT (arts. 1855, 1903 and 1904 C.C.Q.)</b>																															
The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week for a total amount of \$ _____, for the full term of the lease (if it is a fixed term lease).	Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.  The educational institution may not exact any other amount of money from the student (e.g. deposit for the keys).  Payment of rent for the first payment period: At the time of entering into the lease, the educational institution 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.  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.  Method of payment: The educational institution 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 student's domicile, unless otherwise agreed (art. 1566 C.C.Q.)  Proof of payment: The student is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).																														
DATE OF PAYMENT ■ <b>FIRST PAYMENT PERIOD</b> The rent will be paid on _____ Day Month Year																															
■ <b>OTHER PAYMENT PERIODS</b> The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____ Specify _____																															
METHOD OF PAYMENT The rent is payable in accordance with the following method of payment: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____  The student agrees to give the educational institution postdated cheques for the term of the lease.  _____ Initials of student																															
PLACE OF PAYMENT The rent is payable at _____ Place of payment (specify if the payment is made by mail)																															
<b>E SERVICES AND CONDITIONS</b>																															
BY-LAWS OF THE IMMOVABLE A copy of the by-laws of the immovable was given to the student before entering into the lease. Given on _____ Day Month Year Initials of student																															
JANITORIAL SERVICES Specify _____ The contact information for the janitor or the person to contact if necessary is as follows:  Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____																															
THE FOLLOWING SERVICES WILL BE BORNE BY:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Educational institution</th> <th style="width: 10%; text-align: center;">Student</th> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Educational institution</th> <th style="width: 10%; text-align: center;">Student</th> </tr> </thead> <tbody> <tr> <td>Heating of room</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Laundry</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hot water (user fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Wired Internet access</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Electricity</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Wireless Internet access</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Snow and ice removal</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Telephone</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>			Educational institution	Student		Educational institution	Student	Heating of room	<input type="checkbox"/>	<input type="checkbox"/>	Laundry	<input type="checkbox"/>	<input type="checkbox"/>	Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	Wired Internet access	<input type="checkbox"/>	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Wireless Internet access	<input type="checkbox"/>	<input type="checkbox"/>	Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	<input type="checkbox"/>
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OTHER CONDITIONS _____ _____ _____																															
<b>F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)</b>																															
The student and the educational institution may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:  <input type="checkbox"/> The room is located in an immovable erected five years ago or less. The immovable became ready for habitation on _____ Day Month Year OR <input type="checkbox"/> The room is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less. The immovable became ready for habitation on _____ Day Month Year																															
However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).																															



<b>G</b>	<b>NOTICE TO A NEW STUDENT</b> (arts. 1896 and 1950 C.C.Q.)
<p><b>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.</b></p> <p>I hereby notify you that the lowest rent paid for your room during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was \$ _____.</p> <p><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p>The property leased, the services offered by the educational institution and the conditions of your lease are the same.</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If the "No" box is checked off, the following changes have been made (e.g. addition or removal of a service):</p> <p>_____</p> <p>_____</p>	
<p style="text-align: right;">Signature of the education institution's mandatory _____ Day    Month    Year</p>	
<b>H</b>	<b>SIGNATURES</b>
<p style="text-align: center;">Signature of the educational institution's mandatory _____ Day    Month    Year    Signature of student (or his or her mandatory) _____ Day    Month    Year</p> <p><b>Any other person who signs the lease must clearly indicate in what capacity he or she is doing so</b> (e.g. surety).</p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____</p> <p>Address of signatory _____ Day    Month    Year</p>	
<p>The educational institution must give the student a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).</p>	



## 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 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 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 logement* (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**

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

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.

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, 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.Q.);
- 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.Q.);
- a clause providing for the total payment of the rent if the student fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the student to purchase property or obtain services from such persons as the student chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. 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.Q.).

**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.).

6. 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.).

7. 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.Q.).

**Non-payment of rent**

15. Non-payment of rent entitles the educational institution to apply to the tribunal for a condemnation 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 lease 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.Q.).

**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. However, 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.Q.).

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.Q.).

#### MAINTENANCE AND REPAIRS

##### Obligation of maintenance

23. The educational institution is bound to warrant the student that the room may be used for the purpose for which it was leased and to maintain the room for that purpose throughout the term of the lease (art. 1854 2nd par. C.C.Q.).

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.Q.).

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.Q.).

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 repairs, the educational institution may require the student to vacate the property temporarily, without notice and without authorization 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 educational 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

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 room.

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 vacate 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 ruling on the matter.

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 p.m.;
- to show the room 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 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 for access.

Abuse of the right of access by the educational institution or unjustified denial of access by the student 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.Q.).

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 purposes of an election campaign or a legally constituted referendum (art. 1935 C.C.Q.).

#### NOTICES

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 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 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 consequence.

#### 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, relocate the student in another room of the same type, situated in the same neighbourhood and at equivalent rent.

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

##### 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 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 student 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**

(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 institution 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 force.


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 (art. 1890 C.C.Q.).



**SCHEDULE 2**

(s. 1)

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



# LEASE

for a Dwelling  
in Low-Rental Housing

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.

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**RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES**

**A BETWEEN (WRITE LEGIBLY)**

<p><b>THE LESSEE</b></p> <p>Name _____</p> <p>No. Street Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone No. _____ Other telephone No. (cell phone) _____</p> <p>Email address _____</p>	<p><b>THE LESSEE</b></p> <p>Name _____</p> <p>No. Street Apt. _____</p> <p>Municipality _____ Postal code _____</p> <p>Telephone No. _____ Other telephone No. (cell phone) _____</p> <p>Email address _____</p>
<p><b>THE LESSOR</b></p> <p>Name _____</p> <p>No. Street Apt. Municipality Postal code _____</p> <p>Telephone No. _____ Other telephone No. (cell phone) _____ Email address _____</p> <p>Represented by: _____</p>	

The names indicated in the lease must be those that the lessee and the lessor are legally authorized to use.  
 The term "lessor" in the Civil Code of Québec generally refers to the owner of the immovable.

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**B DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)**

**Address** \_\_\_\_\_

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

Municipality Postal code Number of rooms \_\_\_\_\_

---

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

The term of the lease is \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Specify number of weeks or months Day Month Year Day Month Year

---

**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.

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

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.

**DATE OF PAYMENT**

**■ FIRST PAYMENT PERIOD**  
 The rent will be paid on \_\_\_\_\_.

Day Month Year

**■ OTHER PAYMENT PERIODS**  
 The rent will be paid on the 1st day  Of the month  Of the week  
 Or on \_\_\_\_\_  
 Specify \_\_\_\_\_

**METHOD OF PAYMENT**

The rent is payable in accordance with the following method of payment:  
 Cash  Cheque  Electronic bank transfer  Other \_\_\_\_\_

The lessee agrees to give the lessor postdated cheques for the term of the lease.  
 Initials of lessee \_\_\_\_\_ Initials of lessee \_\_\_\_\_

**PLACE OF PAYMENT**

The rent is payable at \_\_\_\_\_  
 Place of payment (specify if the payment is made by mail)

**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 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).**

**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 week). The advance payment may not exceed 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.

**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 (art. 1566 C.C.Q.).

**Proof of payment:** The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).



**E ACCESSORIES, DEPENDENCIES, SERVICES AND CONDITIONS**

**BY-LAWS OF THE IMMOVABLE**  
 A copy of the by-laws of the immovable was given to the lessee **before** entering into the lease.  
 Given on \_\_\_\_\_  
 Day Month Year Initials of lessee Initials of lessee

**ACCESSORIES, DEPENDENCIES, SERVICES AND CONDITIONS**  
 (Other than those provided for in the leasing conditions set by the regulations)

**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 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.**

The lessee has a right of **access to the land**.  Yes  No  
 The lessee has the right to keep one or more **animals**.  Yes  No  
 Specify \_\_\_\_\_  
 Specify \_\_\_\_\_

The lessor and the lessee undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the dwelling and the immovable.  
 Initials of lessor's mandatary \_\_\_\_\_ Day Month Year Initials of lessee Initials of lessee Day Month Year

**F SCHEDULES**  
 This lease is supplemented by the following schedules, \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_, which form an integral part of the lease.

**G SIGNATURES**

Signature of lessee (or his or her mandatary) \_\_\_\_\_ Day Month Year Signature of lessee (or his or her mandatary) \_\_\_\_\_ Day Month Year  
 Signature of lessor (or his or her mandatary) \_\_\_\_\_ Day Month Year

The lessees undertake to be solidarily liable for the lease (particulars Nos. 16 and 17).  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 doing so** (e.g. another lessee).

Name (WRITE LEGIBLY) \_\_\_\_\_ Signature \_\_\_\_\_ Capacity \_\_\_\_\_  
 Address of signatory \_\_\_\_\_ Day Month Year

Name (WRITE LEGIBLY) \_\_\_\_\_ Signature \_\_\_\_\_ Capacity \_\_\_\_\_  
 Address of signatory \_\_\_\_\_ Day Month Year

The lessor must give the lessee a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).

**H 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 spouse, terminate the lease where the lessor has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to lessor**  
 I hereby declare that I am **married** to or in a **civil union** with \_\_\_\_\_  
 Name of spouse

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 form, including services of a personal nature, complete Schedule 6 of the lease: Services Offered to the Lessee by the Lessor.



## 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 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.) and the specific rules pertaining to dwellings in low-rental housing contained in articles 1984 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 (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 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.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 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*.

**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**

1. 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.).

**Cluses of the lease**

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 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, 1869, 1883, 1892 to 1939, 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 maintain 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. 1959 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 occupants, 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.Q.);
- 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.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.Q.).

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 lessee 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 lessee, 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 or 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 lessor**

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**

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

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 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 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.).

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.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.).

**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.Q.).

#### RENT

##### Fixing of the 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.Q.).

##### 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 re-established; 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 C.C.Q.).

#### LIABILITY OF SPOUSES AND CO-LESSEES

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

**16.** 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

**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 obligations of the lease (art. 1523 C.C.Q.).

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

#### ENJOYMENT OF PREMISES

**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 C.C.Q.).

**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.Q.).

**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.Q.).

**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.Q.).

**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.Q.).

**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 the 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, recourse, 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 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

(arts. 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 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 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

**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.Q.).

**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 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.

**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 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 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 C.C.Q.).

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.Q.).

#### NOTICES

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.Q.).

The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 2nd 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 lessor shall, in the case of a 12-month lease, give notice of the modification to the lessee 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.Q.).

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 C.C.Q.).

##### 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 Société 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.Q.).

#### 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 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
- 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 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.

#### 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 housing).

If the lessor refuses to re-enter the lessee's name or enters it on the list for a category of dwelling other than that to which he 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 refusal or the allocation of the dwelling (art. 1989 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 housing.

#### 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 C.C.Q.).

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 (art. 1891 C.C.Q.).







**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  
Montreal area: 514 873-BAIL\*  
Elsewhere in Québec: 1 800 683-BAIL\*  
\*An automated information service is available around the clock.

# LEASE

of Land Intended for  
the Installation of a  
Mobile Home

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**RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES**

**A | BETWEEN (WRITE LEGIBLY)**

<p><b>THE LESSEE</b></p> <p>Name _____</p> <p>No. Street Apt. _____</p> <p>Municipality Postal code _____</p> <p>Telephone No. Other telephone No. (cell phone) _____</p> <p>Email address _____</p>	<p><b>THE LESSEE</b></p> <p>Name _____</p> <p>No. Street Apt. _____</p> <p>Municipality Postal code _____</p> <p>Telephone No. Other telephone No. (cell phone) _____</p> <p>Email address _____</p>
<p><b>THE LESSOR</b></p> <p>Name _____</p> <p>No. Street Apt. Municipality Postal code _____</p> <p>Telephone No. Other telephone No. (cell phone) Email address _____</p> <p>Where applicable, represented by: _____</p>	

The names indicated in the lease must be those that the lessee and the lessor are legally authorized to use.  
The term "lessor" in the *Civil Code of Québec* generally refers to the owner of the land.

**B | DESCRIPTION AND DESTINATION OF LEASED LAND, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)**

Address \_\_\_\_\_

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

Municipality 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 purposes of housing and \_\_\_\_\_, but  
no more than one-third of the total area will be used for that second purpose (art. 1892 C.C.Q.).  
Specify (e.g. professional activities, commercial activities)

Outdoor parking Number of places \_\_\_\_\_ Parking space(s) \_\_\_\_\_

**Other accessories and dependencies**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

<p><b>FIXED TERM LEASE</b></p> <p>The term of the lease is _____</p> <p style="margin-left: 40px;"><small>Specify number of weeks, months or years</small></p> <p>From _____ To _____</p> <p style="margin-left: 40px;"><small>Day Month Year Day Month Year</small></p>	<p><b>INDETERMINATE TERM LEASE</b></p> <p>The term of the lease is indeterminate,</p> <p>beginning on _____</p> <p style="margin-left: 40px;"><small>Day Month Year</small></p>
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Neither the lessee nor the lessor may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 51).  
However, they may terminate the lease by mutual consent.



<p><b>D RENT (arts. 1855, 1903 and 1904 C.C.Q.)</b></p> <p>The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week for a total amount of \$ _____, for the full term of the lease (if it is a fixed term lease).</p> <p><b>DATE OF PAYMENT</b></p> <p>▪ <b>FIRST PAYMENT PERIOD</b> The rent will be paid on _____. Day Month Year</p> <p>▪ <b>OTHER PAYMENT PERIODS</b> The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____. Specify _____.</p> <p><b>METHOD OF PAYMENT</b></p> <p>The rent is payable in accordance with the following method of payment: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____.</p> <p>The lessee agrees to give the lessor postdated cheques for the term of the lease. _____ Initials of lessee Initials of lessee</p> <p><b>PLACE OF PAYMENT</b></p> <p>The rent is payable at _____. Place of payment (specify if the payment is made by mail)</p>	<p><small>Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.</small></p> <p><small>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.).</small></p> <p><small>The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).</small></p> <p><small>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 week). The advance payment may not exceed one month's rent.</small></p> <p><small>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.</small></p> <p><small>Method of payment: The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.</small></p> <p><small>Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).</small></p> <p><small>Proof of payment: The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).</small></p>
<p><b>E SERVICES AND CONDITIONS</b></p> <p><b>BY-LAWS OF THE MOBILE HOME PARK</b></p> <p>A copy of the by-laws of the mobile home park was given to the lessee before entering into the lease. Given on _____ Initials of lessee Initials of lessee Day Month Year</p> <p><b>WORK AND REPAIRS</b></p> <p>The work and repairs to be done by the lessor and the timetable for performing them are as follows:</p> <p>▪ <b>Before the delivery of the land</b> _____ _____</p> <p>▪ <b>During the lease</b> _____ _____</p> <p><b>SERVICES AND CONDITIONS</b></p> <p>The lessee has the right to keep one or more animals. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specify _____</p> <p>Other (e.g. water and sewer services, snow and ice removal) _____ _____</p> <p>The contact information for the supervisor of the mobile home park or the person to contact if necessary is as follows:</p> <p>Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____</p>	<p><small>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 common premises.</small></p> <p><small>If such by-laws exist, the lessor must give a copy of them to the lessee before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).</small></p> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"> <p><b>The by-laws may not contradict the lease or violate the law.</b></p> </div> <p><small>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 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.).</small></p> <p><small>However, the lessor may not release himself or herself from the obligation to deliver the land, its accessories and dependencies in clean condition and to deliver and maintain the land in accordance with the development standards prescribed by law (arts. 1892, 1893, 1910, 1911 and 1996 C.C.Q.).</small></p> <p><small>Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the land in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).</small></p>
<p><b>F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)</b></p> <p>The lessee and the lessor may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:</p> <p><input type="checkbox"/> The land was developed for residential purposes five years ago or less, i.e. on _____. Day Month Year</p> <p><b>OR</b></p> <p><input type="checkbox"/> The use of the land for residential purposes results from a change of destination that was made five years ago or less.</p> <p>Date of change of destination _____. Day Month Year</p> <p>However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	<p><small>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 lease (particulars Nos. 39 and 41).</small></p> <p><small>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 lessor 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).</small></p>



**G NOTICE 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.**

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

Per month     Per week     Other \_\_\_\_\_

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

If the "No" box is checked off, the following changes have been made (e.g. addition of a pool):  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of lessor \_\_\_\_\_ Day Month Year

---

**H SIGNATURES**

Signature of lessee (or his or her mandatary) \_\_\_\_\_ Day Month Year    Signature of lessee (or his or her mandatary) \_\_\_\_\_ Day Month Year  
 Signature of lessor (or his or her 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 doing so** (e.g. another lessee, another lessor, surety). (Particular No. 12)

Name (WRITE LEGIBLY) \_\_\_\_\_ Signature \_\_\_\_\_ Capacity \_\_\_\_\_  
 Address of signatory \_\_\_\_\_ Day Month Year

Name (WRITE LEGIBLY) \_\_\_\_\_ Signature \_\_\_\_\_ Capacity \_\_\_\_\_  
 Address of signatory \_\_\_\_\_ Day Month Year

The lessor must give the lessee a copy of the lease within 10 days after entering into 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 spouse, sublease his or her land, assign the lease or terminate the lease where the lessor has been notified, by either of the spouses, that the leased land is used as the family residence.

**Notice to lessor**  
 I hereby declare that I 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 residence.

Signature of lessee or lessee's spouse \_\_\_\_\_ Day Month Year



## 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 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.), 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 "Lessee" 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 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, restitution 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.

**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.Q.).

**Clauses of the lease**

2. 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 supplementary, 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. 1936 C.C.Q.);

- waive his or her right to sublease the land 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.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 occupants, unless the size of the land warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease 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 land conforms to the development standards prescribed by law (art. 1996 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.Q.);
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as 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 C.C.Q.), 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.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 lessees (art. 1951 C.C.Q.).

**New lessor**

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.Q.).

**Death**

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

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 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 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 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 land is re-leased by the lessor during that same period (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 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 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 case, each lessee may be held liable for all the obligations of the lease (art. 1523 C.C.Q.).

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

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

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

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

## 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.Q.).

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

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

**Land unfit for habitation**

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

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 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 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 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

(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 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 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 receiving 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 the matter.

However, if the notice does not require the lessee to vacate the land temporarily or if the lessee agrees to vacate, the lessee may, within 10 days after receiving the notice, apply to the Régie du logement to 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 lease:

- to ascertain the condition of the land between 9 a.m. and 9 p.m.;
- to show the land 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 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.Q.).

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

Where the lessee denies access to the land for a reason other than those provided for by law, the 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).

33. No lock or other device restricting access to the land 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 mobile home park or the land for the purposes of an election campaign or a legally 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 land 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 land 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 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 lease from the lessor has one month after receiving it to reply and notify the lessor that he or she:

- accepts the requested modification(s); or
- 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 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 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 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](http://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 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 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 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 person, the land 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 the land.

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 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 between 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.Q.).

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 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 land 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 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. 1870 and 1871 C.C.Q.).

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.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.).

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 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 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 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 land, 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.

**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. 1890 C.C.Q.).

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 remove all the constructions, works or plantations he 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**

55. 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 choice;
- 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 mandatary or that he or she select the person to act as the mandatary of the lessee for the alienation or lease of the mobile home;
- require any amount of money from the lessee by reason of the alienation or lease of the mobile home, unless he 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 mobile 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.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 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	Within 1 month after receiving the lessor's notice
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	
Lease with an indeterminate term	Between 1 and 2 months 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 lessor
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Within 1 month after receiving the notice of modification. <b>If the lessee fails to reply, he or she is deemed to have accepted the modification.</b> <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 5px auto;">See particular No. 41: Exception</div>	Within 1 month after receiving the lessee's refusal. Otherwise, the lease is renewed of right on the same conditions.
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months before proposed modification		

## 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 owner-lessor's notice. <b>If the lessee fails to reply, he or she is deemed to have refused to vacate the land.</b>	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
Lease of 6 months or less	1 month before termination of the lease		
Lease with an indeterminate term	6 months before intended date of repossession		

## 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. <b>If the lessee does not object, he or she is deemed to have agreed to vacate the land.</b> <b>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 land and that he or she is permitted to do so by law.</b>
Lease of 6 months or less	1 month before termination of the lease	
Lease with an indeterminate term	6 months before intended date of eviction	

**END OF MANDATORY PARTICULARS**

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## MODEL OF NOTICE

## NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER 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 THE FOLLOWING CONDITION(S):

## 1 – Amount of rent (check off ONE of the boxes below)

- Your current rent of \$ \_\_\_\_\_ will be increased to \$ \_\_\_\_\_. (Indicate new rent)  
 Or  
 Your current rent of \$ \_\_\_\_\_ will be increased by \$ \_\_\_\_\_. (Indicate amount of increase)  
 Or  
 Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_\_ %. (Indicate percentage of increase)  
 Or  
 Your rent under the lease ending on \_\_\_\_\_, that has given rise to an application for the fixing or review of the rent,  
 Day Month Year  
 will be increased by \_\_\_\_\_ % of the rent to be determined by the tribunal.

## 2 – Term of lease

Your lease will be renewed from \_\_\_\_\_ to \_\_\_\_\_  
 Day Month Year 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 mandatory \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_ Signature of lessor or mandatory \_\_\_\_\_  
 Day Month Year

## 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

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](http://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 mandatory Address of lessor or mandatory

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 mandatory

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, 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 in 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 COPIES**

**A BETWEEN (WRITE LEGIBLY)**

<b>THE LESSEE</b>		<b>THE LESSEE</b>	
Name _____		Name _____	
No. _____ Street _____ Apt. _____	No. _____ Street _____ Apt. _____		Postal code _____
Municipality _____	Postal code _____	Municipality _____	Postal code _____
Telephone No. _____	Other telephone No. (cell phone) _____	Telephone No. _____	Other telephone No. (cell phone) _____
Email address _____		Email address _____	
<b>THE LESSOR</b>			
Name _____			
No. _____ Street _____ Apt. _____	Municipality _____	Postal code _____	
Telephone No. _____	Other telephone No. (cell phone) _____	Email address _____	
Represented by: _____			

The names indicated in the lease must be those that the lessee and the lessor are legally authorized to use.  
 The term "lessor" in the *Civil Code of Québec* generally refers to the cooperative.

**B DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)**

**Address**

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

Municipality \_\_\_\_\_ Postal code \_\_\_\_\_ Number of rooms \_\_\_\_\_

Outdoor parking Number of places \_\_\_\_\_ Parking space(s) \_\_\_\_\_

Indoor parking Number of places \_\_\_\_\_ Parking space(s) \_\_\_\_\_

Locker or storage space \_\_\_\_\_

Other \_\_\_\_\_ Specify \_\_\_\_\_

The lessor and the lessee undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the dwelling and the immovable.

Initials of lessor's mandatary \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Initials of lessee \_\_\_\_\_ Initials of lessee \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

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

<b>FIXED TERM LEASE</b> The term of the lease is _____ Specify number of weeks, months or years From _____ Day _____ Month _____ Year _____ To _____ Day _____ Month _____ Year _____	<b>INDETERMINATE TERM LEASE</b> The term of the lease is indeterminate, beginning on _____ Day _____ Month _____ Year _____
--	---

Neither the lessee nor the cooperative may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 50).  
 However, they may terminate the lease by mutual consent.

**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.  Yes  No  
 Specify \_\_\_\_\_

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.



<b>D RENT (arts. 1855, 1903 and 1904 C.C.Q.) (cont.)</b>																																											
<p><b>DATE OF PAYMENT</b></p> <p>▪ <b>FIRST PAYMENT PERIOD</b> The rent will be paid on _____. Day Month Year</p> <p>▪ <b>OTHER PAYMENT PERIODS</b> The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____. Specify _____.</p> <p><b>METHOD OF PAYMENT</b> The rent is payable in accordance with the following method of payment: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____.</p> <p>The lessee agrees to give the cooperative postdated cheques for the term of the lease. _____ Initials of lessee Initials of lessee</p> <p><b>PLACE OF PAYMENT</b> The rent is payable at _____. Place of payment (specify if the payment is made by mail)</p>	<p>Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.</p> <p>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.).</p> <p><b>The cooperative may not exact any other amount of money from the lessee (e.g. deposit for the keys).</b></p> <p>Payment of rent for the first payment period: At the time of entering into the lease, the cooperative 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.</p> <p>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.</p> <p>Method of payment: The cooperative may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.</p> <p>Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).</p> <p>Proof of payment: The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).</p>																																										
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<p><b>BY-LAWS OF THE IMMOVABLE</b> A copy of the by-laws of the immovable was given to the lessee before entering into the lease. Given on _____. Day Month Year Initials of lessee Initials of lessee</p> <p><b>WORK AND REPAIRS</b> The work and repairs to be done by the cooperative and the timetable for performing them are as follows: ▪ Before the delivery of the dwelling _____ _____ ▪ During the lease _____ _____</p> <p><b>JANITORIAL SERVICES</b> Specify _____ The contact information for the janitor or the person to contact if necessary is as follows: Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____</p>	<p>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.</p> <p>If such by-laws exist, the cooperative must give a copy of them to the lessee before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).</p> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"> <p><b>The by-laws may not contradict the lease or violate the law.</b></p> </div> <p>Work and repairs: On the date fixed for the delivery of the dwelling, the cooperative must deliver it in a good state of repair in all respects. However, the lessee and the cooperative may 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.).</p> <p>However, the cooperative may not release itself 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.).</p> <p>Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the dwelling in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).</p>																																										
<p><b>SERVICES, TAXES AND CONSUMPTION COSTS</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; font-weight: normal;">Will be borne by:</th> <th style="text-align: center; font-weight: normal;">Cooperative</th> <th style="text-align: center; font-weight: normal;">Lessee</th> <th style="text-align: left; font-weight: normal;"></th> <th style="text-align: center; font-weight: normal;">Cooperative</th> <th style="text-align: center; font-weight: normal;">Lessee</th> </tr> </thead> <tbody> <tr> <td>Heating of dwelling</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Electricity</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hot water heater (rental fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Snow and ice removal</td> <td></td> <td></td> </tr> <tr> <td>Hot water (user fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Parking area</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Water consumption tax for dwelling</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Balcony</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Gas</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Entrance, walkway, driveway</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Fuel oil</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Stairs</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		Will be borne by:	Cooperative	Lessee		Cooperative	Lessee	Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Hot water heater (rental fees)	<input type="checkbox"/>	<input type="checkbox"/>	Snow and ice removal			Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Parking area	<input type="checkbox"/>	<input type="checkbox"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/>	▪ Balcony	<input type="checkbox"/>	<input type="checkbox"/>	Gas	<input type="checkbox"/>	<input type="checkbox"/>	▪ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>	Fuel oil	<input type="checkbox"/>	<input type="checkbox"/>	▪ Stairs	<input type="checkbox"/>	<input type="checkbox"/>
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<p><b>CONDITIONS</b></p> <p>The lessee has a right of access to the land. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Specify _____</p> <p>The lessee has the right to keep one or more animals. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Specify _____</p> <p><b>OTHER SERVICES, CONDITIONS AND RESTRICTIONS</b> (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room) _____ _____</p>																																											



**F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE 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
- 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.  
The immovable became ready for habitation on \_\_\_\_/\_\_\_\_/\_\_\_\_.  
Day Month Year

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 lease 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).

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).

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

**G NOTICE 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.

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.

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

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.

- Per month     Per week     Other \_\_\_\_\_

The property leased, the services offered by the lessor and the conditions of your lease are the same.     Yes     No

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 care, parking, heating):

\_\_\_\_\_  
 \_\_\_\_\_  
 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 her 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 doing so (e.g. another lessee, surety). (Particular No. 12)

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.).

**I NOTICE OF FAMILY RESIDENCE (art. 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 spouse, sublease his or her dwelling, assign the lease or terminate the lease where the cooperative has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to cooperative**

I hereby declare that I am married to or in a civil union with \_\_\_\_\_ Name of spouse

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 form, including services of a personal nature, complete Schedule 6 of the lease: Services Offered to the Lessee by the Lessor.





## 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.).

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 cooperative may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he 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 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.

**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 particulars, apply to the lease of a dwelling in low-rental housing, within the meaning of article 1984 2nd par. of the *Civil Code of Québec*, 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**

1. 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, 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 (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 cooperative or releasing the cooperative 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 occupants, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease 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 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.Q.).

## RIGHT TO MAINTAIN OCCUPANCY

5. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a **personal right to maintain occupancy in his 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 division 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 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.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 lessees (art. 1951 C.C.Q.).

**New lessor**

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

8. Where the lessee has not been personally informed of the name and address of the new lessor or of the person to whom he 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 lessee (art. 1884 C.C.Q.).

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

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

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

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 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.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 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. 1834 2nd par. C.C.Q.).

**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 C.C.Q.).

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

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

### Dwelling unfit for habitation

**23.** A 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.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 cooperative 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 cooperative of the situation and if the latter has not acted in due course.

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

The lessee shall render an account to the cooperative of the repairs undertaken and the expenses incurred and shall deliver the invoices to the cooperative. 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

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

**27.** The cooperative shall give notice to the lessee before undertaking the dwelling major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the dwelling temporarily, the cooperative 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 cooperative 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 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

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

- the lessee shall facilitate access to the dwelling and shall not refuse access without justification;
  - the cooperative shall not abuse 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.).
- 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.Q.).

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

**31.** The lessee may require the presence of the 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 cooperative 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, 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).

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

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

## NOTICES

**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 indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

**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 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 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 lessee.

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

### 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 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 C.C.Q.).

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

- the modification(s) requested;
- the new term of the lease, if it wishes to change it;
- the new rent in dollars or as 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 lease 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 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 cooperative.

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 termination of the lease.

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

### 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.Q.).

In other cases, the cooperative 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 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 an 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.Q.).

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 effect.

**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 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 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.Q.).

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.Q.).

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

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

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 on 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 cannot be removed without deteriorating the dwelling, the cooperative may retain them by paying the value thereof or compel the lessee to remove them and to restore the 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. 1891 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 termination of the lease	Within 1 month after receiving the cooperative's notice
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	Between 10 and 20 days before desired termination of the lease	
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 the cooperative	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the cooperative
Lease of 12 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 receiving the notice of modification. A member who refuses the requested modification of the lease shall vacate the dwelling upon termination 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.	If the lessee of the member mentions the restriction on the right to have the rent fixed and the lease modified (see Section F), the 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
Lease with an indeterminate term	Between 1 and 2 months before proposed modification	The lessee is not a member of the cooperative	The lessee is not a member of the cooperative
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	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	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

**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.

LEASE

of a Dwelling

RÉGIE DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN THE LESSEE (WRITE LEGIBLY)	AND THE LESSOR (WRITE LEGIBLY)																		
<p><b>Name</b></p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p>	<p><b>Name</b></p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p>																		
<p><b>Name</b></p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p>	<p><b>Name</b></p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other telephone No. (cell phone)</p> <p>Email address</p> <p>Where applicable, represented by: _____</p>																		
<p>The names indicated in the lease must be those that the lessee and the lessor are legally authorized to use. The term "lessor" in the <i>Civil Code of Québec</i> generally refers to the owner of the immovable.</p>																			
B DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)																			
<p><b>Address</b></p> <p>No. Street Apt.</p> <p>Municipality Postal code Number of rooms</p> <p>The dwelling is leased for residential purposes only. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the "No" box is checked off, the dwelling is leased for the combined purposes of housing and _____ (Specify (e.g. professional activities, commercial activities)') but no more than one-third of the total floor area will be used for that second purpose (art. 1892 C.C.Q.).</p> <p>The dwelling is located in a unit under divided co-ownership. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Outdoor parking Number of places _____ Parking space(s) _____</p> <p><input type="checkbox"/> Indoor parking Number of places _____ Parking space(s) _____</p> <p><input type="checkbox"/> Locker or storage space _____</p> <p>Specify _____</p> <p><b>Other accessories and dependencies</b> Specify _____</p> <p>Furniture is leased and included in the rent. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><b>Appliances</b></td> <td style="width: 33%;"><b>Furniture</b></td> <td style="width: 33%;"><b>Other</b></td> </tr> <tr> <td><input type="checkbox"/> Washer</td> <td><input type="checkbox"/> Table(s) _____</td> <td><input type="checkbox"/> Chest(s) of drawers _____</td> </tr> <tr> <td><input type="checkbox"/> Stove</td> <td><input type="checkbox"/> Chair(s) _____</td> <td><input type="checkbox"/> Couch(es) _____</td> </tr> <tr> <td><input type="checkbox"/> Microwave oven</td> <td><input type="checkbox"/> Bed(s) _____</td> <td><input type="checkbox"/> Armchair(s) _____</td> </tr> <tr> <td><input type="checkbox"/> Dishwasher</td> <td><input type="checkbox"/> Refrigerator</td> <td><input type="checkbox"/> Smoke detector(s) _____</td> </tr> <tr> <td><input type="checkbox"/> Refrigerator</td> <td></td> <td><input type="checkbox"/> Other _____</td> </tr> </table> <p>The lessor and the lessee undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the dwelling and the immovable.</p> <p>Initials of lessor _____ Initials of lessor _____ Day _____ Month _____ Year _____</p> <p>Initials of lessee _____ Initials of lessee _____ Day _____ Month _____ Year _____</p>		<b>Appliances</b>	<b>Furniture</b>	<b>Other</b>	<input type="checkbox"/> Washer	<input type="checkbox"/> Table(s) _____	<input type="checkbox"/> Chest(s) of drawers _____	<input type="checkbox"/> Stove	<input type="checkbox"/> Chair(s) _____	<input type="checkbox"/> Couch(es) _____	<input type="checkbox"/> Microwave oven	<input type="checkbox"/> Bed(s) _____	<input type="checkbox"/> Armchair(s) _____	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Smoke detector(s) _____	<input type="checkbox"/> Refrigerator		<input type="checkbox"/> Other _____
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<input type="checkbox"/> Washer	<input type="checkbox"/> Table(s) _____	<input type="checkbox"/> Chest(s) of drawers _____																	
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<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Smoke detector(s) _____																	
<input type="checkbox"/> Refrigerator		<input type="checkbox"/> Other _____																	
C TERM OF LEASE (art. 1851 C.C.Q.)																			
<p><b>FIXED TERM LEASE</b></p> <p>The term of the lease is _____</p> <p>From _____ Day _____ Month _____ Year _____ To _____ Day _____ Month _____ Year _____</p>	<p><b>INDETERMINATE TERM LEASE</b></p> <p>The term of the lease is indeterminate, beginning on _____ Day _____ Month _____ Year _____</p>																		
<p>Neither the lessee nor the lessor may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 51). However, they may terminate the lease by mutual consent.</p>																			



<b>D RENT</b> (art. 1855, 1903 and 1904 C.C.Q.)																																											
The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> 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. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____ <div style="border: 1px solid black; padding: 2px; margin: 5px 0;">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.</div> DATE OF PAYMENT ■ <b>FIRST PAYMENT PERIOD</b> The rent will be paid on [_____] [_____] [_____] . Day Month Year ■ <b>OTHER PAYMENT PERIODS</b> The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____ Specify _____ METHOD OF PAYMENT The rent is payable in accordance with the following method of payment: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____ The lessee agrees to give the lessor postdated cheques for the term of the lease. _____ Initials of lessee Initials of lessor PLACE OF PAYMENT The rent is payable at _____ Place of payment (specify if the payment is made by mail)	Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.  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.).  <b>The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).</b>  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 week). The advance payment may not exceed 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.  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 (art. 1566 C.C.Q.).  Proof of payment: The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).																																										
<b>E SERVICES AND CONDITIONS</b>																																											
BY-LAWS OF THE IMMOVABLE A copy of the by-laws of the immovable was given to the lessee before entering into the lease. Given on [_____] [_____] [_____] Initials of lessee Initials of lessor Day Month Year DIVIDED CO-OWNERSHIP A copy of the by-laws of the immovable was given to the lessee. Given on [_____] [_____] [_____] Initials of lessee Initials of lessor Day Month Year WORK AND REPAIRS The work and repairs to be done by the lessor and the timetable for performing them are as follows: ■ Before the delivery of the dwelling _____ _____ ■ During the lease _____ _____ JANITORIAL SERVICES Specify _____ The contact information for the janitor or the person to contact if necessary is as follows: Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____	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 so that the by-laws form part of the lease (art. 1894 C.C.Q.).  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 lessor or by the syndicate of the co-ownership (art. 1057 C.C.Q.).  <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"><b>The by-laws may not contradict the lease or violate the law.</b></div> Work and repairs: On the date fixed for the delivery of the dwelling, the lessor must 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.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.).  Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the dwelling in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).																																										
SERVICES, TAXES AND CONSUMPTION COSTS <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Will be borne by:</th> <th style="text-align: center;">Lessor</th> <th style="text-align: center;">Lessee</th> <th style="text-align: left;"></th> <th style="text-align: center;">Lessor</th> <th style="text-align: center;">Lessee</th> </tr> </thead> <tbody> <tr> <td>Heating of dwelling</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Electricity</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hot water heater (rental fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Snow and ice removal</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hot water (user fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>■ Parking area</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Water consumption tax for dwelling</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>■ Balcony</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Gas</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>■ Entrance, walkway, driveway</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Fuel oil</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>■ Stairs</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table> CONDITIONS The lessee has a right of access to the land. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____ The lessee has the right to keep one or more animals. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____ OTHER SERVICES, CONDITIONS AND RESTRICTIONS (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room) _____		Will be borne by:	Lessor	Lessee		Lessor	Lessee	Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Hot water heater (rental fees)	<input type="checkbox"/>	<input type="checkbox"/>	Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>	Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	■ Parking area	<input type="checkbox"/>	<input type="checkbox"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/>	■ Balcony	<input type="checkbox"/>	<input type="checkbox"/>	Gas	<input type="checkbox"/>	<input type="checkbox"/>	■ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>	Fuel oil	<input type="checkbox"/>	<input type="checkbox"/>	■ Stairs	<input type="checkbox"/>	<input type="checkbox"/>
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**F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)**

The lessee and the lessor may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:

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.

The immovable became ready for habitation on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year.

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

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. 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 live in the dwelling, the lease is then renewed. The lessor 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).

**G NOTICE 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.

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

Per month  Per week  Other \_\_\_\_\_

The property leased, the services offered by the lessor and the conditions of your lease are the same.

Yes  No

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 care, parking, heating):

\_\_\_\_\_

\_\_\_\_\_

Signature of lessor \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

**H SIGNATURES**

Signature of lessor (or his or her mandatary) \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

Signature of lessee (or his or her mandatary) \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

Signature of lessor (or his or her mandatary) \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

Signature of lessee (or his or her 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 doing so (e.g. another lessee, another lessor, surety). (Particular No. 12)

Name (WRITE LEGIBLY) \_\_\_\_\_ Signature \_\_\_\_\_ Capacity \_\_\_\_\_

Address of signatory \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

Name (WRITE LEGIBLY) \_\_\_\_\_ Signature \_\_\_\_\_ Capacity \_\_\_\_\_

Address of signatory \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

The lessor must give the lessee a copy of the lease within 10 days after entering into 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 spouse, sublease his or her dwelling, assign the lease or terminate the lease where the lessor has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to lessor**

I hereby declare that I am married to or in a civil union with \_\_\_\_\_ Name of spouse \_\_\_\_\_

I hereby notify you that the dwelling covered by the lease will be used as the family residence.

Signature of the lessee or lessee's spouse \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

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





## 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.).

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.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, restitution 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 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 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

1. 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

2. 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.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 occupants, unless the size of the dwelling warrants it (art. 1900 C.C.Q.);
- a clause providing for an adjustment of the rent in a lease 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 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.Q.).

## RIGHT TO MAINTAIN OCCUPANCY

5. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a **personal right to maintain occupancy in his 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.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 lessees (art. 1951 C.C.Q.).

## New lessor

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

8. Where the lessee has not been personally informed of the name and address of the new lessor or of the person to whom he 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.Q.).

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 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 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 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 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 case, each lessee may be held liable for all the obligations of the lease (art. 1523 C.C.Q.).

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

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 AND REPAIRS

##### 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.Q.).

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 C.C.Q.).

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

##### Dwelling unfit for habitation

23. A 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.Q.).

##### Major non-urgent work

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

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 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 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 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

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 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 Charter).

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 legally 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 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 lease from the lessor has one month after receiving it to reply and notify the lessor that he or she:

- 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](http://www.rdl.gouv.qc.ca)).

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

42. The lessee 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 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 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.).

**REPOSESSION 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 1961 C.C.Q.).

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 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 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.Q.).

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.Q.).

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 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.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 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.Q.).

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.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 termination of the lease	Within 1 month after receiving the lessor's notice
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
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	Within 1 month after receiving the notice of modification. If the lessee fails to reply, he or she is deemed to have accepted the modification.	Within 1 month after receiving the lessee's refusal. Otherwise, the lease is renewed of right on the same conditions.
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months before proposed modification		
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		
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 owner-lessor's notice. If the lessee fails to reply, he or she is deemed to have refused to vacate the dwelling.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
Lease of 6 months or less	1 month before termination of the lease		
Lease with an indeterminate term	6 months before intended date of repossession		

## 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 vacate the dwelling. 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.
Lease of 6 months or less	1 month before termination of the lease	
Lease with an indeterminate term	6 months before intended date of eviction	

## END OF MANDATORY PARTICULARS

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**MODEL OF NOTICE**

**NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER 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 THE FOLLOWING CONDITION(S):**

**1 – Amount of rent (check off ONE of the boxes below)**

- Your current rent of \$ \_\_\_\_\_ will be increased to \$ \_\_\_\_\_. (Indicate new rent)
- Or
- Your current rent of \$ \_\_\_\_\_ will be increased by \$ \_\_\_\_\_. (Indicate amount of increase)
- Or
- Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_\_ %. (Indicate percentage of increase)
- Or
- Your rent under the lease ending on \_\_\_\_\_, that has given rise to an application for the fixing or review of the rent, will be increased by \_\_\_\_\_ % of the rent to be determined by the tribunal.

**2 – Term of lease**

Your lease will be renewed from \_\_\_\_\_ to \_\_\_\_\_  
Day Month Year 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 mandatory \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_ Signature of lessor or mandatory \_\_\_\_\_  
Day Month Year

**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

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](http://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 mandatory Address of lessor or mandatory

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 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 mandatory

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, confirmation of delivery if delivered by registered mail, or any 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

Régie  
du logement  
**Québec**

SCHEDULE 6  
TO THE LEASE

Services Offered to the Lessee  
by the Lessor

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 COPIES**

**IN REFERENCE TO LEASE NO.**

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 (AHSS)* 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.Q.)

A lessor who receives a written notice of resiliation during the term of the lease may claim only 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
2. he or she is relocated in an equivalent dwelling corresponding to his or her needs, following a decision of the tribunal; or
3. he or she can no longer occupy his or her dwelling because of a handicap; or
4. 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
5. 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, whether or 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 AHSS, 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 third party liability insurance. In some cases and on the conditions provided for in the AHSS, 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 AHSS).

- **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 semi-independent 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.**




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

PART 2 SERVICES OF A PERSONAL NATURE	
<p>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.</p> <p>Services of a personal nature in addition to those included in this schedule may be used on a temporary or permanent basis depending on the lessee's needs and whether the lessee requests them, at the cost provided for in the list of all the services offered that is given to the lessee or his or her representative, if applicable, by the operator of a private seniors' residence before entering into the lease. The lessor undertakes to provide these services at the cost indicated in the list and throughout the term of the lease.</p> <p><b>Check off the appropriate box for each of the services selected. Specify the cost of each service.</b></p>	
<p><b>FOOD SERVICES</b></p> <p><b>MEALS</b></p> <p>■ number of meals per day: _____</p> <p style="margin-left: 20px;">- breakfast <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- lunch <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- supper <input type="checkbox"/> \$ _____</p> <p>■ type of meals:</p> <p style="margin-left: 20px;">- daily specials <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- à la carte meals <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- special diet meals <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><b>MEAL HOURS</b></p> <p>■ breakfast from _____ to _____</p> <p>■ lunch from _____ to _____</p> <p>■ supper from _____ to _____</p> <p><b>SNACKS</b></p> <p>■ number of snacks per day: _____ <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- schedule: _____</p> <p><b>MEALS AND SNACKS ARE SERVED:</b></p> <p>■ in the dining-room <input type="checkbox"/></p> <p>■ in the cafeteria <input type="checkbox"/></p> <p>■ in the dwelling or room <input type="checkbox"/> \$ _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____</p> <p><b>PERSONAL ASSISTANCE SERVICES</b></p> <p><b>EATING ASSISTANCE</b> <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><b>ASSISTANCE WITH DAILY PERSONAL HYGIENE</b></p> <p>■ daily hygiene <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p>■ bathing <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">_____ times a week</p> <p>■ dressing <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p>■ other: _____ <input type="checkbox"/> \$ _____</p> <p><b>MEDICATION</b></p> <p>■ distribution of medication <input type="checkbox"/> \$ _____</p> <p>■ administration of medication <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><b>INVASIVE CARE SERVICES INVOLVED IN ASSISTANCE WITH ACTIVITIES OF DAILY LIVING</b> <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____</p>	<p><b>NURSING CARE</b></p> <p><b>NURSE</b> <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p style="margin-left: 20px;">- number of hours: _____</p> <p><b>NURSING ASSISTANT</b> <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p style="margin-left: 20px;">- number of hours: _____</p> <p><b>CARE ATTENDANT</b> <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p style="margin-left: 20px;">- number of hours: _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____</p> <p><b>DOMESTIC HELP SERVICES</b></p> <p><b>LAUNDRY</b></p> <p>■ household linen _____ times a week or _____ times a month <input type="checkbox"/> \$ _____</p> <p>■ clothing _____ times a week or _____ times a month <input type="checkbox"/> \$ _____</p> <p><b>HOUSEKEEPING</b></p> <p>■ cleaning of dwelling or room _____ times a week or _____ times a month <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____</p> <p><b>OTHER SERVICES OFFERED</b></p> <p><b>HELP WITH GETTING AROUND</b> <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><b>ESCORT SERVICE</b></p> <p>■ medical appointments <input type="checkbox"/> \$ _____</p> <p>■ errands <input type="checkbox"/> \$ _____</p> <p><b>OTHER:</b> _____ <input type="checkbox"/> \$ _____</p> <p><b>SECURITY DEVICE (for persons at risk of wandering) /</b> <input type="checkbox"/> \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><b>ASSISTANCE FOR COMPLETING FORMS RELATED TO THE TAX CREDIT FOR HOME-SUPPORT SERVICES FOR SENIORS</b> <input type="checkbox"/> \$ _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____</p> <p><b>TOTAL MONTHLY COST OF SERVICES INCLUDED</b> \$ _____</p> <p>+ <b>BASIC RENT (see mandatory lease form)</b> \$ _____</p> <p><b>TOTAL RENT</b> \$ _____</p>
SIGNATURES	
<p>Signature of lessor (or his or her mandatory) _____</p> <p style="margin-left: 20px;">Day Month Year</p> <p>Signature of lessor (or his or her mandatory) _____</p> <p style="margin-left: 20px;">Day Month Year</p> <p>Other signatory (e.g. witness or other) _____</p> <p style="margin-left: 20px;">Day Month Year</p>	<p>Signature of lessee (or his or her mandatory) _____</p> <p style="margin-left: 20px;">Day Month Year</p> <p>Signature of lessee (or his or her mandatory) _____</p> <p style="margin-left: 20px;">Day Month Year</p> <p>Person to contact in case of emergency (name, address and telephone No.) _____</p>

**SCHEDULE 7**

(s. 3)

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

		<h1>MANDATORY WRITING</h1> <p>in the Case of an Oral Lease</p>	
www.rdl.gouv.qc.ca Montréal area: 514 873-BAIL* Elsewhere in Québec: 1 800 683-BAIL* <small>*An automated information service is available around the clock.</small>			
RÉGIE DU LOGEMENT MANDATORY FORM   TWO COPIES			
When the lease is oral, the lessor must give this form to the lessee within 10 days after entering into the lease (art. 1895 C.C.Q.).			
A BETWEEN THE LESSEE (WRITE LEGIBLY)		AND THE LESSOR (WRITE LEGIBLY)	
<b>Name</b> _____ No. Street Apt. _____ Municipality Postal code _____ Telephone No. Other telephone No. (cell phone) _____ Email address _____ <b>Name</b> _____ No. Street Apt. _____ Municipality Postal code _____ Telephone No. Other telephone No. (cell phone) _____ Email address _____		<b>Name</b> _____ No. Street Apt. _____ Municipality Postal code _____ Telephone No. Other telephone No. (cell phone) _____ Email address _____ Where applicable, represented by: _____	
<b>ADDRESS OF LEASED DWELLING</b> No. Street Apt. Municipality Postal code _____			
The names indicated in the lease must be those that the lessee and the lessor are legally authorized to use. The term "lessor" in the Civil Code of Québec generally refers to the owner of the immovable.			
B RENT (arts. 1855, 1903 and 1904 C.C.Q.)			
The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week for a total amount of \$ _____, for the full term of the lease (if it is a fixed term lease).			
If the lease includes services of a personal nature, complete Schedule 6 of the lease: Services Offered to the Lessee by the Lessor.			
C RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)			
The lessee and the lessor may not apply to the Régie du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies: <input type="checkbox"/> The dwelling is located in an immovable erected five years ago or less. The immovable became ready for habitation on ____/____/____. Day Month Year <b>OR</b> <input type="checkbox"/> The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less. The immovable became ready for habitation on ____/____/____. Day Month Year		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).  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 live in the dwelling, the lease is then renewed. The lessor may apply to the Régie du logement 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 lease (e.g. decrease in rent).			
D NOTICE 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 C is checked off. I hereby notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____ The property leased, the services offered by the lessor and the conditions of your lease are the same. <input type="checkbox"/> Yes <input type="checkbox"/> No 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 care, parking, heating): _____ Signature of lessor _____ Day Month Year		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.  If the lessor did not give such notice at the time the lease or sublease was entered into, the new 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.  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 the notice.	

Régie du logement

May not be reproduced

## 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 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 peaceful 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 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.

**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.Q.);
- a dwelling in low-rental housing (arts. 1984 to 1995 C.C.Q.);
- 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 completed.

## DWELLING

1. 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 undertakes 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**

3. 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 so that the by-laws form part of the lease (art. 1894 C.C.Q.).

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. 1057 C.C.Q.).

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 Québec*, 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 lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.);
- a condition that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.Q.);
- a condition that modifies the rights of the lessee by reason of an increase in the number of occupants, 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.Q.);
- 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.Q.);

- 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.Q.), 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.Q.).

9. 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 lessees (art. 1951 C.C.Q.).

**New lessor**

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.Q.).

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.).

**Death**

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

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 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 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.).



#### 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 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, 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 take possession of such a dwelling. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

#### 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 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

**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.Q.).

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. 1891 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 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.Q.).

##### Major non-urgent work

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

**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 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 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.Q.).

**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.

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 Charter).

**42.** 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.).

**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.Q.).

#### 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 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

**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, 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.)

**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 that he or she:

- 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. 51.

**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 logement's website ([www.rdl.gouv.qc.ca](http://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 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

**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.Q.).

##### 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 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 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 1961 C.C.Q.).

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

**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.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 lessor (art. 1870 C.C.Q.).

**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.Q.).

**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 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.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. 1872 C.C.Q.).

**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.Q.).

#### RESILIATION OF LEASE BY THE LESSEE

**60.** 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.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 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**

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 lessee received it, the lessor may retain them without compensation to the lessee (art. 1891 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 termination of the lease	Within 1 month after receiving the lessor's notice
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months 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	Within 1 month after receiving the notice of modification. If the lessee fails to reply, he or she is deemed to have accepted the modification.	Within 1 month after receiving the lessee's refusal. Otherwise, the lease is renewed of right on the same conditions.
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months before proposed modification		
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		

See particular No. 50: 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 owner-lessor's notice. If the lessee fails to reply, he or she is deemed to have refused to vacate the dwelling.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
Lease of 6 months or less	1 month before termination of the lease		
Lease with an indeterminate term	6 months before intended date of repossession		

**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 vacate the dwelling. 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.
Lease of 6 months or less	1 month before termination of the lease	
Lease with an indeterminate term	6 months before intended date of eviction	

**END OF MANDATORY PARTICULARS**



**MODEL OF NOTICE**

**NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER 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 THE FOLLOWING CONDITION(S):**

**1 – Amount of rent (check off ONE of the boxes below)**

- Your current rent of \$ \_\_\_\_\_ will be increased to \$ \_\_\_\_\_. (Indicate new rent)
- Or
- Your current rent of \$ \_\_\_\_\_ will be increased by \$ \_\_\_\_\_. (Indicate amount of increase)
- Or
- Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_\_ %. (Indicate percentage of increase)
- Or
- Your rent under the lease ending on \_\_\_\_\_, that has given rise to an application for the fixing or review of the rent, will be increased by \_\_\_\_\_ % of the rent to be determined by the tribunal.

**2 – Term of lease**

Your lease will be renewed from \_\_\_\_\_ to \_\_\_\_\_  
Day Month Year 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 \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_ 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, on:

\_\_\_\_\_  
Day Month Year Signature of 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 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](http://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 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:

\_\_\_\_\_  
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, confirmation of delivery if delivered by registered mail, or any other means providing proof of delivery).