Gouvernement du Québec

O.C. 972-2014, 15 November 2014

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

Civil Code of Québec

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

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

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

WHEREAS, under the first paragraph of article 1895 of the Civil Code, within 10 days after entering into the lease, the lessor is bound to give the lessee a copy of the lease or, in the case of an oral lease, a writing setting forth the name and address of the lessor, the name of the lessee, the rent and the address of the leased property, and containing the text of the particulars prescribed by the regulations of the Government and, in addition, the lease or writing is to be made on the form the use of which is made mandatory by the regulations of the Government;

WHEREAS, under article 1896 of the Code, at the time of entering into a lease, the lessor must give a notice to the new lessee, indicating the lowest rent paid in the 12 months preceding the beginning of the lease or the rent fixed by the court during the same period, as the case may be, and containing any other particular prescribed by the regulations of the Government, except in the case of the lease of an immovable referred to in articles 1955 and 1956;

WHEREAS, under those provisions, the Government made the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee (chapter R-8.1, r. 3) by Order in Council 907-96 dated 17 July 1996;

WHEREAS it is expedient to amend the Regulation;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft of the Regulation to amend the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee was published in Part 2 of the *Gazette officielle du Québec* of 27 November 2013 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister of Municipal Affairs and Land Occupancy:

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

JUAN ROBERTO IGLESIAS, Clerk of the Conseil exécutif

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, 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 24 February 2015.

www.rdl.gou Montréal area: 5 Elsewhere in Qu			LEAS in an Educatic Institut	E onal tion
RÉGIE DU LOGE	MENT MANDATORY FORM TWO CO)PIES		
	E LESSOR (WRITE LEGIBLY) AL INSTITUTION)	AND THE LESSE (STUDENT)	E (WRITE LEGIBLY)	
Name		Name		
No. Street	Apt.	No. Street		Apt.
Municipality	Postal code	Municipality	Postal	code
Telephone No.	Other telephone No. (cell phone)	Telephone No.	Other telephone No. (cell ph	ione)
Email address		Email address		
Represented by:		Represented by:		
The pa	mes indicated in the lease must be those that the e	ducational institution and the	student are legally authorized to use	
Address and descript	Make the necessary adaptations if the	e leased property is a dwelling	instead of a room.	
The room is leased for Outdoor parking Indoor parking	residential purposes only. Parking space Parking space		-	
Furniture is leased and	d included in the rent. \Box Yes \Box No			
Appliances	Furniture		Other	
Stove	Table(s)	ouch(es)	Storage space	
Microwave oven		mcnair(s)	_ Other	
□ Refrigerator	□ Chest(s) of drawers □ Be	rd(s) Number Number Size		
regulations respect	nstitution and the student undertake, in a ting the presence and proper working ord as of the educational institution's mandatary	ler of one or more smok		
C TERM OF LEA				
	SE (art. 1851 C.C.Q.)			
TERM The term of the lease i	5 Specify number of weeks or months	From L	Month Year to Day Month	Year C
Régie du logement		1 -6 6	May not b	e reproduced

1 of 6

D RENT (arts. 1855, 190	03 and 1904 (C.C.Q.)				
The rent is \$		Per month	🗆 Per week	Rent: The rent is payable in equal instalments not		
The total cost of services is \$		🗌 Per month	Per week	exceeding one month's rent, except for the last instalment, which may be less.		
The total rent is \$	<u> </u>	🗌 Per month	🗆 Per week	The educational institution may not exact any		
DATE OF PAYMENT				other amount of money from the student (e.g. deposit for the keys).		
FIRST PAYMENT PERIOD The rent will be paid on Day	Month Year			Payment of rent for the first payment period: At the time of entering into the lease, the educational institution may require advance payment of the		
OTHER PAYMENT PERIODS The rent will be paid on the 1st Or on	day 🗌 Of the	month 🗌 Of th	ne week	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.		
METHOD OF PAYMENT				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.		
The rent is payable in accordance	with the followir ctronic bank trans		ent:	Method of payment: The educational institution may not require payment by means of a postdated cheque or any other postdated instrument, unless		
The student agrees to give the ed the term of the lease.	lucational institut	ion postdated cheq	ues for	otherwise agreed. Proof of payment: The student is entitled to a receipt for the payment of his or her rent in cash		
PLACE OF PAYMENT	udent			(arts. 1564 and 1568 C.C.Q.).		
The rest is neverble at	ment (specify if the	payment is made by mai	il if applicable)	Place of payment: The rent is payable at the student's domicile, unless otherwise agreed (art. 1566 C.C.Q.)		
E SERVICES AND COND	ITIONS	payment is made by mai	n, n applicable/			
BY-LAWS OF THE IMMOVABLE				By-laws of the immovable: The rules to be observed		
A copy of the by-laws of the immo	-		e entering into the lease.	in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and mainte- nance of the room and of the common premises.		
Day Month Year Initials of student If such by-laws exist, the ec JANITORIAL SERVICES entering in the laws of them to entering in the laws of them to						
Specify The contact information for the ja	anitor or the perso	on to contact if nece	essary is as follows:	of the lease (art. 1894 C.C.Q.). The by-laws may not contradict the lease or		
	or or the perso			violate the law. Assessment of the condition of premises: In the		
Name		Telephone No.		absence of an assessment of the condition of premises. In the premises (descriptions, photographs, etc.), the stu- dent is presumed to have received the room in good		
Email address		Other telephone N	lo. (cell phone)	condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).		
THE FOLLOWING SERVICES WII						
	Educational institution	Student		Educational Student institution		
Heating of room			Laundry			
🗆 Electricity 🗆 Gas 🗌 Fu	uel oil		Wired Internet ad	cess 🗆 🗆		
Electricity (other than for heating)		Wireless Internet	access		
Hot water (user fees)			Telephone			
Snow and ice removal						
OTHER CONDITIONS						
				ASE MODIFIED (art. 1955 C.C.Q.)		
The educational institution and for the fixing of the rent or for if one of the following situation	r the modification	ay not apply to th on of another con	e Régie du logement dition of the lease	If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the student who refuses a modification in his or her lease requested by the educational institution, such as an		
□ The room is located in an imme		e years ago or less.		increase in the rent, must vacate the room upon termination of the lease (particulars Nos. 42 and 44).		
The immovable became ready	for habitation on	Day Month Yea	r .	If neither of the two boxes opposite is checked off and if the student refuses a modification in his		
OR		for a state of the		or her lease requested by the educational institu- tion and wishes to continue to live in the room, the		
The room is located in an imm a change of destination that v The immovable became ready	vas made five yea	rs ago or less.	poses results from	lease is then renewed. The educational institution may apply to the Régie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 44 and 45).		
The immovable became ready		Day Month Year). r	renewai ipatiticulais nus, 44 anu 45j.		
However the tribunal may rule on	any other applica	tion concerning the	lease (e.g. decrease in rent).		

landatory notice to be giv	en by the educational ins	and 1950 C.C.Q.) titution at the time the lease	If the new student pays a rent higher than that	
entered into, except when hereby notify you that the low receding the beginning of you uring that period, was \$	n one of the two boxes in vest rent paid for your room	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. If the educational institution did not give such		
] Per month 🛛 Per wee	k 🗌 Other		In the educational institution did not give such notice at the time the lease was entered into, the new student may, within two months after the beginning of the lease, apply to the Régie du logement to have his or her rent fixed.	
	ces offered by the education	nal institution and the conditions		
f your lease are the same.] Yes 🛛 No			The new student may also make such application within two months after the day he or she becomes aware of a false statement in the notice.	
the "No" box is checked off, g. addition or removal of a service)		been made	aware of a false statement in the notice.	
gnature of the education institution	's mandatary	Day Month Year		
SIGNATURES				
gnature of the educational institution		onth Year Signature of student (or hi		
ny other person who sign		ndicate in what capacity he or sh		
ime (write legibly)	Signature		Capacity	
dress of signatory			Day Month Year	
			r entering into the lease (art. 1895 C.C.Q.).	

	PARTICULARS	
In the case of differences b	etween this document and the laws that apply	to leased premises, the laws take priority.
GENERAL INFORMATION	ENTERING INTO THE LEASE	 A student who leases a room for the summe

GENERAL INFORMATION

These particulars describe most of the rights and obligations of educational institution-lessors and student-lesses. 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 Quèbec* or under the *Act respecting* the *Régie du logement* (art. 1899 C.C.).

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, pregnanoy, 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 handicape. The Charter also protects seniors and handicaped 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 documents 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. Language of the lease and of the by-laws of the immovable 1. The lease and the by-laws of the immovable shall be drawn up in French. However, the educational institution and the student may expressly agree to use another language (art. 1897 C.C.Q.).

Clauses of the lease

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

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

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

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

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

- a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
- a clause that renders the student liable for damage caused without the student's fault (art. 1900 C.C.O.);
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.O.);
- 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.O.):
- 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.).

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

RIGHT TO MAINTAIN OCCUPANCY

5. The student has a personal right to maintain occupancy in his or her room (art. 1936 C.C.Q.). The student may be evicted from his or her room only in certain cases provided for by law, including: • resiliation of the lease for non-performance of

obligations (art. 1863 C.C.Q.); resiliation of the lease if the student ceases to

be a full-time student cleases in the student cleases to be a full-time student, ends his or her studies or ceases to be enrolled in the educational institution (arts. 1982 and 1983 C.C.Q.).

 A student who leases a room in an educational institution is entitled to maintain occupancy for any period during which he or she is enrolled in the educational institution as a full-time student (art. 1979 C.C.Q.).

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

 A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease (art. 1980 C.C.Q.). 8. A student who leases a room for the summer period only is not entitled to maintain occupancy (art. 1979 C.C.Q.).

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

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

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

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

12. Pursuant to article 1974.1 of the *Civil Code* of *Qubbec*, 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 rent the resiliation of the lease if the educational.

institution suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

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 educational institution and the student 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

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

30. The educational institution shall give notice to the student before undertaking in the leased premises major improvements or repairs that are not urgent. If its 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 lesses 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 educational institution and the student (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:
- in the case of a dwelling:
 between three and six months before the
- between integrand 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 request-
- ed, expressed in dollars or as a percentage, if it wishes to increase the rent. However, where an application for the fixing or review of the rent has already been filed, the increase may be expressed as a percentage of the rent to be determined by the Régie du logement;
- the time granted to the student to refuse the proposed modification(s), i.e. one month 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 modifica-tion 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.).

for a Dwelling Rental Housing
Postal code
rustal tuue
Apt.
Postal code
Other telephone No. (cell phone)
Apt. Number of rooms
Year Day Month Year
he rent is payable in equal instalments not
ing one month's rent, except for the last tent, which may be less. However, the rent ry during the term of the lease in accordance
ticles 1992 and 1994 C.C.Q. (particulars Nos. 14).
ssor may not exact any other amount of from the lessee (e.g. deposit for the
nt of rent for the first payment period: At the of entering into the lease, the lessor may
advance payment of the rent for only the ayment period (e.g. the first month, the
eek). The advance payment may not exceed onth's rent. nt of rent for the other payment periods:
nt is payable on the first day of each pay-
period (e.g. month, week), unless otherwise
d of payment: The lessor may not require
d of payment: The lessor may not require nt by means of a postdated cheque or any postdated instrument, unless otherwise
do payment: The lessor may not require nt by means of a posidiated cheque or any postdated instrument, unless otherwise <i>i</i> payment: The lessee is entitled to a receipt payment of his or her rent in cash (arts. 1564 68 C.C.Q.).
d of payment: The lessor may not require th by means of a postdated cheque or any postdated instrument, unless otherwise , f payment: The lessee is entitled to a receipt payment of his or her rent in cash (arts. 1564
d of payment: The lessor may not require nt by means of a postilated cheque or any postdated instrument, unless otherwise of payment: The lessee is entitled to a receipt payment of his or her rent in cash (arts, 1564 66 C.C.Q.).
of po po 68

E ACCESSORIES, DEPEND	ENCIES, SERVICES AND CONDITIONS	
BY-LAWS OF THE IMMOVABLE		By-laws of the immovable: The rules to be
A copy of the by-laws of the immova	able was given to the lessee before entering into the lease.	observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment,
Given on Day Month Year	Initials of lessee Initials of lessee	use and maintenance of the dwelling and of the common premises.
		If such by-laws exist, the lessor must give a
ACCESSORIES, DEPENDENCIES, S (Other than those provided for in the leasing	SERVICES AND CONDITIONS g conditions set by the regulations)	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	e or more animals . Yes No Specify Specify	
The lessor and the lessee u	undertake, in accordance with their respective responsi	bilities, to comply with the regulations
	nd proper working order of one or more smoke detected	
Initials of lessor's mandata	ary Day Month Year Initials of lessee	Initials of lessee Day Month Year
F SCHEDULES		
This lease is supplemented by the fo	ollowing schedules,	
		, which form an integral part of the lease.
G SIGNATURES		
Signature of lessor (or his or her mandatary)) Day Month Year	
Signature of lessee (or his or her mandatan)) Day Month Year Signature of Jessee (or his	or her mandatanu) Dav Month Year
Signature of lessee (or his or her mandatary)) Day Month Year Signature of lessee (or his	or her mandatary) Day Month Year
· · ·) Day Month Year Signature of lessee (or his ly liable for the lease (particulars Nos. 16 and 17).	· · ·
The lessees undertake to be solidaril	, <u>,</u> .	es No Initials of lessee Initials of lessee
The lessees undertake to be solidari Any other person who signs the l	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i	es No Initials of lessee Initials of lessee s doing so (e.g. another lessee).
The lessees undertake to be solidaril	ly liable for the lease (particulars Nos. 16 and 17).	es No Initials of lessee Initials of lessee
The lessees undertake to be solidari Any other person who signs the l	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i	es No Initials of lessee Initials of lessee s doing so (e.g. another lessee).
The lessees undertake to be solidarii Any other person who signs the l Name (write LEGBER) Address of signatory	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i 	es Noinitials of lesseeinitials of lessee s doing so (e.g. another lessee). Capacity Day Month Year
The lessees undertake to be solidaril Any other person who signs the l Name (ware LEGBLY)	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i	es No initials of lessee initials of lessee s doing so (e.g. another lessee).
The lessees undertake to be solidarii Any other person who signs the l Name (write LEGBER) Address of signatory	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i 	es Noinitials of lesseeinitials of lessee s doing so (e.g. another lessee). Capacity Day Month Year
The lessees undertake to be solidaril Any other person who signs the I Name (wmr LEGBLY) Address of signatory Name (wmr LEGBLY) Address of signatory	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i 	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidarii Any other person who signs the l Name (write LEGIELY) Address of signatory Name (write LEGIELY) Address of signatory The lessor must	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i signature Signature	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidaril Any other person who signs the l Name (were score) Address of signatory Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a civ	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature Signature t give the lessee a copy of the lease within 10 days after entering SIDENCE (arts. 403 and 521.6 C.C.Q.) will union may not, without the written consent of his or he	es Noinitials of lesseeinitials of lessee s doing so (e.g. another lessee)
The lessees undertake to be solidaril Any other person who signs the l Name (wert LEGROY) Address of signatory Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a city has been notified, by either of the s	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature Signature t give the lessee a copy of the lease within 10 days after entering I SIDENCE (arts. 403 and 521.6 C.C.Q.)	es Noinitials of lesseeinitials of lessee s doing so (e.g. another lessee)
The lessees undertake to be solidaril Any other person who signs the l Name (were score) Address of signatory Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a civ	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature t give the lessee a copy of the lease within 10 days after entering i SIDENCE (arts. 403 and 521.6 C.C.Q.) vil union may not, without the written consent of his or he pouses, that the dwelling leased is used as the family resid to or in a civil union with	es Noinitials of lesseeinitials of lessee s doing so (e.g. another lessee)
The lessees undertake to be solidaril Any other person who signs the I Name (went LEGNEY) Address of signatory Name (went LEGNEY) Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a city has been notified, by either of the s Notice to lessor I hereby declare that I am married	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature signature t give the lessee a copy of the lease within 10 days after entering in SIDENCE (arts. 403 and 521.6 C.C.Q.) will union may not, without the written consent of his or he pouses, that the dwelling leased is used as the family resid to or in a civil union with Mame of spouse	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidaril Any other person who signs the I Name (went LEGNEY) Address of signatory Name (went LEGNEY) Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a city has been notified, by either of the s Notice to lessor I hereby declare that I am married	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature t give the lessee a copy of the lease within 10 days after entering i SIDENCE (arts. 403 and 521.6 C.C.Q.) vil union may not, without the written consent of his or he pouses, that the dwelling leased is used as the family resid to or in a civil union with	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidaril Any other person who signs the I Name (went LEGNEY) Address of signatory Name (went LEGNEY) Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a city has been notified, by either of the s Notice to lessor I hereby declare that I am married	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature signature t give the lessee a copy of the lease within 10 days after entering in SIDENCE (arts. 403 and 521.6 C.C.Q.) will union may not, without the written consent of his or he pouses, that the dwelling leased is used as the family resid to or in a civil union with Mame of spouse	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidari Any other person who signs the I Name (went LEGREV) Address of signatory Name (went LEGREV) Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a civ has been notified, by either of the s Notice to lessor I hereby declare that I am married I hereby notify you that the dwelling	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature Signature t give the lessee a copy of the lease within 10 days after entering is SIDENCE (arts. 403 and 521.6 C.C.Q.) wil union may not, without the written consent of his or he spouses, that the dwelling leased is used as the family resid to or in a civil union with Name of spouse g covered by the lease will be used as the family residence.	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidari Any other person who signs the I Name (went LEGREV) Address of signatory Name (went LEGREV) Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a civ has been notified, by either of the s Notice to lessor I hereby declare that I am married I hereby notify you that the dwelling	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature Signature t give the lessee a copy of the lease within 10 days after entering is SIDENCE (arts. 403 and 521.6 C.C.Q.) wil union may not, without the written consent of his or he spouses, that the dwelling leased is used as the family resid to or in a civil union with Name of spouse g covered by the lease will be used as the family residence.	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidari Any other person who signs the I Name (went LEGREV) Address of signatory Name (went LEGREV) Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a civ has been notified, by either of the s Notice to lessor I hereby declare that I am married I hereby notify you that the dwelling	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature Signature t give the lessee a copy of the lease within 10 days after entering is SIDENCE (arts. 403 and 521.6 C.C.Q.) wil union may not, without the written consent of his or he spouses, that the dwelling leased is used as the family resid to or in a civil union with Name of spouse g covered by the lease will be used as the family residence.	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidari Any other person who signs the I Name (went LEGREV) Address of signatory Name (went LEGREV) Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a civ has been notified, by either of the s Notice to lessor I hereby declare that I am married I hereby notify you that the dwelling	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature Signature t give the lessee a copy of the lease within 10 days after entering is SIDENCE (arts. 403 and 521.6 C.C.Q.) wil union may not, without the written consent of his or he spouses, that the dwelling leased is used as the family resid to or in a civil union with Name of spouse g covered by the lease will be used as the family residence.	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidari Any other person who signs the I Name (went LEGREV) Address of signatory Name (went LEGREV) Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a civ has been notified, by either of the s Notice to lessor I hereby declare that I am married I hereby notify you that the dwelling	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature Signature t give the lessee a copy of the lease within 10 days after entering is SIDENCE (arts. 403 and 521.6 C.C.Q.) wil union may not, without the written consent of his or he spouses, that the dwelling leased is used as the family resid to or in a civil union with Name of spouse g covered by the lease will be used as the family residence.	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidari Any other person who signs the I Name (went LEGREV) Address of signatory Name (went LEGREV) Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a civ has been notified, by either of the s Notice to lessor I hereby declare that I am married I hereby notify you that the dwelling	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature Signature t give the lessee a copy of the lease within 10 days after entering is SIDENCE (arts. 403 and 521.6 C.C.Q.) wil union may not, without the written consent of his or he spouses, that the dwelling leased is used as the family resid to or in a civil union with Name of spouse g covered by the lease will be used as the family residence.	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidari Any other person who signs the I Name (wmr LEGRUY) Address of signatory Name (wmr LEGRUY) Address of signatory The lessor must H NOTICE OF FAMILY RES A lessee who is married or in a civ has been notified, by either of the s Notice to lessor I hereby notify you that the dwelling Signature of lessee or lessee's spouse	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i signature Signature t give the lessee a copy of the lease within 10 days after entering is SIDENCE (arts. 403 and 521.6 C.C.Q.) will union may not, without the written consent of his or he spouses, that the dwelling leased is used as the family resid to or in a civil union with Name of spouse g covered by the lease will be used as the family residence. Day Month Year	es Noinitials of lesseeinitials of lessees doing so (e.g. another lessee)
The lessees undertake to be solidari Any other person who signs the I Name (wmrt LCORU) Address of signatory Name (wmrt LCORU) Address of signatory The lessor must M NOTCE OF PANLIEY RES Notice to lessor I hereby declare that I am married I hereby notify you that the dwelling Signature of lessee or lessee's spouse I further lessee in the second state of the second state o	ly liable for the lease (particulars Nos. 16 and 17). lease must clearly indicate in what capacity he or she i Signature Signature t give the lessee a copy of the lease within 10 days after entering is SIDENCE (arts. 403 and 521.6 C.C.Q.) wil union may not, without the written consent of his or he spouses, that the dwelling leased is used as the family resid to or in a civil union with Name of spouse g covered by the lease will be used as the family residence.	es No mitals of lesse initials of lesse s doing so (e.g. another lesse). Capacity C

2531

PARTICULARS

If the lease includes services in addition to those

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 lessors and lessees. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978 of the *Civil Code* of *Québec* (CC, QL) 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 fait/ darts. 6, 7 and 1337 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 nerson or to maintain the nerson in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is prednant 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 palitate a handicap. The Charter also protects seniors and handicaped persons against any form of expolication.

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 documents 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. indicated on this form, including services of a personal nature, Schedule 6 to 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

Schedule 6

2. The lessor and the lessee may agree on various dauses, but they may not disregard, by means of a dause 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.

 Pursuant to article 1993 of the *Civil Code* of *Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1856, 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 main-
- tain occupancy in the lease (art. 1936 C.C.Q.);
 the parties may not agree that the lessee may sublease the dwelling or assign the lease (art. 1995 C.C.Q.).
- A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).
- The following clauses are also without effect: • a clause limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for dama
- a clause that reactions are rescaled induce for damage and caused without the lesses'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.D.):
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905 C.C.O.);
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

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

 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 ther esiliation (arts. 1991 and 1993 C.C.Q.).

7. Where a dwelling in low-rental housing is allocated following a false statement of the lesser, the lessor may, within two months after becoming aware of the false statement, apply to the Régie du logement for the resiliation of the lease or the modification of certain conditions of the lease it, were into ffor 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

 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, an heir may, in the month that follows the expiry of the two-month period, terminate the lesse 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 lesser 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 lessor and the lessee 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 uniff 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 Regie du logement for a review of the rent within two months after it is fixed (art. 1992 C.C.O.).

Reduction of rent during

the term of the lease

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

If the income of the lessee returns to or becomes greater than what it was, the former rent is reestablished; the lessee may contest the reestablishment of the rent by applying to the Régie du logement within one month after it is re-established (art. 1994 C.C.0.).

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.O.).

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 lesse 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

 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.).

 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 24 apr. 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, 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.).

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.O.)

All The lesses of 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 benin, 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 recoving the notice requiring him or her to vacate the dwelling temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the Regie du logement for a 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. 1393 and 1392 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.O.).

38. The lessor may not prohibit a candidate in a provincial, federal, municipal or school election, an official delegate appointed by a national commit tee or the authorized representative of either from having access to the immovable or dwelling for the nurboses 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 con ditions of the lease) or by the lessee (e.g. notice of resiliation of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1898 C.C.Q.).

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

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

RENEWAL AND MODIFICATION OF LEASE Renewal of lease

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

The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 2nd par and art 1991 C C O) 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.O.)

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.O.).

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

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.O.).

RESILIATION OF LEASE BY THE LESSEE

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

49. Pursuant to article 1974 of the Civil Code of Ouébec, a lessee may resiliate his or her lease if: he or she is allocated another dwelling in lowrental housing: or

 he or she is relocated in an equivalent dwelling corresponding to his or her needs, following a decision of the tribunal; or he or she can no longer occupy his or her dwell-

ing because of a handicap; or

in the case of a senior, he or she is permanent-ly admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing re 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 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.

Notices Article 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. Article 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, consider that the resiliation of the lease is a measure that vill 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.O.).

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 O)

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 prop erty 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 le may retain them without compensation to the lessee (art. 1891 C.C.Q.).

Régie du logement Québec www.rdl.gouv.qc Montréal area: 514 87 Elsewhere in Québec: *An automated information service is	.ca /3-BAIL* 1 800 683-BAIL*	of L the	LEASE and Intended fo Installation of a Mobile Home	r a
RÉGIE DU LOGEMENT		PIES		
A BETWEEN (WRITE LEG	IBLY)			
THE LESSOR				
Name				
No. Street	Apt.	Municipality	Postal code	
Telephone No.	Other telephone No. (cell phone)	Email address		_
Where applicable, represented by:				_
THE LESSEE		THE LESSEE		
Name		Name		—
No. Street	Apt.	No. Street	Apt.	
Municipality	Postal code	Municipality	Postal code	
Telephone No.	Other telephone No. (cell phone)	Telephone No.	Other telephone No. (cell phone)	
Email address	,	Email address		
	mes indicated in the lease must be those tl			
no more than one-third of the	the land is leased for the combined p total area will be used for that secon	d purpose (art. 1892 C.C.Q.).	Postal Code Size of the land y (e.g. professional activities, commercial activities)	, but
Outdoor parking	Number of places	Parking space(s)		
Other accessories and depe	endencies			
C TERM OF LEASE (a)	rt. 1851 C.C.Q.)			
FIXED TERM LEASE		INDETERMINATE TE		0
The term of the lease is	number of weeks, months or years	The term of the lease	e is indeterminate,	8
From Day Month Year	to Day Month Year	beginning on L	Month Year	6
-	nay terminate the lease unilaterally, except		(particulars Nos. 5, 9, 23, 24, 45 and 51).	
Régie du logement		1 of 8	May not be repro-	duced

D RENT (arts. 1855, 1903 and 1904 C.C.O.)	
The rent is \$ Per month Per week	Rent: The rent is payable in equal instalments not
The total cost of services is \$ Per month Per week	exceeding one month's rent, except for the last
The total rent is \$ Per month Per week	instalment, which may be less.
DATE OF PAYMENT	A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made
# FIRST PAYMENT PERIOD The rent will be paid on Law Month Year	within the first 12 months (art. 1906 C.C.Q.). The lessor may not exact any other amount of
= OTHER PAYMENT PERIODS	money from the lessee (e.g. deposit for the keys).
The rent will be paid on the 1st day Of the month Of the week or on Specify METHOD OF PAYMENT	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.
The rent is payable in accordance with the following method of payment: Cash Cheque Electronic bank transfer Other	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.
The lessee agrees to give the lessor postdated cheques for the term of the lease.	Method of payment: The lessor may not require payment by means of a postdated cheque or any
Initials of lessee Initials of lessee	other postdated instrument, unless otherwise agreed. Proof of payment: The lessee is entitled to a receipt
PLACE OF PAYMENT	for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).
The rent is payable at Place of payment (specify if the payment is made by mail, if applicable)	Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).
E SERVICES AND CONDITIONS	
BY-LAWS OF THE MOBILE HOME PARK A copy of the by-laws of the mobile home park was given to the lessee before entering into the lease.	By-laws of the mobile home park: The rules to be observed in the mobile home park are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the land and of the com-
Given on Day Month Year Initials of lessee Initials of lessee	mon premises.
WORK AND REPAIRS	If such by-laws exist, the lessor must give a copy of them to the lessee before entering into the lease
The work and repairs to be done by the lessor and the timetable for performing them are as follows:	so that the by-laws form part of the lease (art. 1894 C.C.Q.).
= Before the delivery of the land	The by-laws may not contradict the lease or violate the law.
During the lease	Work and repairs: On the date fixed for the delivery of the land, the lessor must deliver it in a good state of repair in all respects. However, the lessor and the lessee 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
SERVICES AND CONDITIONS The lessee has the right to keep one or more animals. Yes No Specify	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.).
	Assessment of the condition of premises: In the absence of an assessment of the condition of the
Other (e.g. water and sewer services, snow and ice removal)	absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the les- see is presumed to have received the land in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).
The contact information for the supervisor of the mobile home park or the person to contact if r	
Name Telephone No.	
Email address Other telephone	No. (cell phone)
F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LE	
The lessor and the lessee may not apply to the Régie du logement for the fixing	If one of the two boxes opposite is checked off
of the rent or for the modification of another condition of the lease if one of the following situations applies: The land was developed for residential purposes five years ago or less, i.e. on	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).
Day Month Year	If neither of the two boxes opposite is checked
OR	off and if the lessee refuses a modification in his or
☐ The use of the land for residential purposes results from a change of destination that was made five years ago or less.	her lease requested by the lessor and wishes to con- tinue 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 pur-
Date of change of destination L Day Month Year	poses of its renewal (particulars Nos. 41 and 42).
However, the tribunal may rule on any other application concerning the lease (e.g. decrease in r	ent).

		OR A SUB	LESSEE	(arts. 18	90 aliu 1	1950 C.C					
entered into, exce	e to be given by the ept when one of the that the lowest rent p	e two boxes i	in Section	F is check	ed off.		than that within 10 d is entered	essee or the declared in days after th into, apply t	the notion e date th	e, he or e lease c	she may, r sublease
preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was \$ If the less						have the re If the lesso		e such no	otice at th	e time the	
during that period, was \$				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							
The property leased, the services offered and the conditions of your lease are the same. Then I have a log with the services offered and the conditions of your lease are the same.					The new lo such applic	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					
If the "No" box is ch	necked off, the followin	ig changes hav	e been mad	le (e.g. additior	n of a pool):		the notice.	Decomes av	die OI a	Idise su	atement in
Signature of lessor				L	Month	Year					
H SIGNATUR	ES			,							
Signature of lessor (or h		L	Month Y	lear							
Signature of lessor (of h	is of her mandatary	bay							1	1	1 1
Signature of lessee (or h	nis or her mandatary)	Day	Month Y	'ear Sign	ature of lesse	e (or his or h	her mandatary)		Day	Month	Year
	ake to be solidarily lia							Initials of			s of lessee
(Particular No. 12)	into signs are real	in music cicul	iy marcut		capacity ii	e or she i	s donig so	(e.g. unourer	cood, and		c, surcey,
Name (write legibly)		Signature						Capacity			
Address of signatory									Day	Month	Year
Name (WRITE LEGIBLY)		Signature						Capacity			
		Signature						Capacity	Day	Month	Year
Name (WRITE LEGIBLY) Address of signatory		-								Month	Year
Address of signatory	The lessor must give	e the lessee a co	_	_	_	entering in	ito the lease (Month	Year
Address of signatory I NOTICE OF A lessee who is ma	The lessor must give F FAMILY RESID arried or in a civil u the lease where the	e the lessee a co ENCE (art. Inion may not	s. 403 aı ;, without t	nd 521.6 the written	C.C.Q.) consent of	his or her	spouse, sub	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OF A lessee who is ma	F FAMILY RESID arried or in a civil u	e the lessee a co ENCE (art. Inion may not	s. 403 aı ;, without t	nd 521.6 the written	C.C.Q.) consent of	his or her	spouse, sub	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE Of A lessee who is ma lease or terminate Notice to lessor	F FAMILY RESID arried or in a civil u	e the lessee a co IENCE (art: Inion may not lessor has bee	s. 403 and s. without the notified,	nd 521.6 the written by either o	C.C.Q.) consent of if the spou	his or her	spouse, sub	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is ma lease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that tl	spouse, sub he leased lai	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is ma lease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th nily reside	spouse, sub he leased lai	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the
Address of signatory I NOTICE OI A lessee who is malease or terminate Notice to lessor I hereby declare that	F FAMILY RESID arried or in a civil u the lease where the at I am married to o that the land covere	e the lessee a co ENCE (art: Inion may not lessor has been or in a civil un	s. 403 at , without t en notified, nion with	nd 521.6 the written by either o	C.C.Q.) consent of if the spous	his or her ses, that th mily reside	spouse, sub he leased lan ence.	art. 1895 C.C Ilease his o	.Q.). r her lar	nd, assig	In the

3 of 8

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

The examples given in the particulars are provided for information purposes and are used to illustrate a rule. To find out the other obligations to which the parties to a lease may be subject, please refer to the Civil Code of Québec. No right may be subject, preserver to the Civic Coure 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 resider tial 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.O.).

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. No can he or she so act for the sole reason that the p has exercised his or her rights under the chapter entitled "Lease" of the Civil Code of Québec or under the Act especting the Régie du logement (art. 1899 C.C.Q.)

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

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

Charter of human rights and freedoms

These rights and obligations shall be exercised in compli-ance with the rights recognized by the Charter, which prescribes, among other things, that every person has a right to respect for his or her private life, that every persor 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 harass ment based on race, colour, sex, pregnancy, sexual orien-tation, civil status, age except as provided by law, religion political convictions, language, ethnic or national origin point a conviction, a handcap even 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 haras

ment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits de

Act respecting the Protection of personal information in the private sector

The lessor shall comply with the prescriptions of this Act.

ENTERING INTO THE LEASE

Language of the lease and of the by-laws

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

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 54 are suppletive, i.e. they apply if the parties do not

decide otherwise 3. Pursuant to article 1893 of the Civil Code of Ouébec

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 waive ins of her light to sublease the land of 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 i ing 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.O.) a clause that modifies the rights of the lessee by reason of an increase in the number of occupants unless the size of the land warrants it (art. 1900
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more han once during each 12-month period (art. 1906
- a clause whereby the lessee acknowledges that the a clause whereby the ressee acknowledges that the land conforms to the development standards pre-scribed by law (art. 1996 C.C.Q.);
- a clause providing for the total payment of the rent if the lessee fails to pay an instalment (art. 1905
- a clause limiting the right of the lessee to purchase
- property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).

4. The lessee may apply to the Régie du logement to have a clause in the lease recognized as abusin which case the clause may be cancelled or the ob tion arising from it may be reduced (art. 1901 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

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

The lessee may be evicted from his or her land only in certain cases provided for by law, including the repos-session of the land, eviction and the resiliation of the lease by the lessor.

In addition, the lessor may give notice that the lea 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.).

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.O.).

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

New lessor

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.).

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

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

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she ontinues to occupy the land and gives notice to that ffect 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 ner death the liqu idator of the succession or if there is no liquidator, an heir may resiliate the lease by giv the lessor two months' notice within six months after the lessor we months notes with six months are 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 essor during that same period (arts. 1938 and 1939

Non-payment of rent

10. Non-payment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in 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.O.).

LIABILITY OF SPOUSES AND CO-LESSEES Liability of persons who are married

or in a civil union

11. A married or civil union spouse who rents land for the current needs of the family also binds the other spouse for the whole, if they are not separated from hed and hoard, unless the other spouse has previously ned the lessor of his or her unwilling inform ss 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.O.)

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

Solidarity betw en co-lessees is not pro umed. It exists only where it is expressly stipulated in the lease (art. 1525 C.C.O.).

Suretyship 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 express ly 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 consti tutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the lessor (art. 1919 C.C.O.).

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

17. The lessee and the persons he or she allows to 17. The tessee and the persons he of 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 o deterioration of the land shall inform the lessor within a reasonable time (art. 1866 C.C.O.).

22. The statutes and regulations respecting the safety, 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 habita

tion, i.e. if it is in such a condition as to be a serious dan ger to the health or safety of its occupants or the public The lessee may refuse to take possession of such land. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.O.).

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

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

26. The lessee may, without the authorization of the Régie du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased property However, the lessee may do so only if he or she has ed 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

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 with-hold from his or her rent an amount for reasonable expenses incurred (arts. 1868 and 1869 C.C.O.).

Major non-urgent work

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

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

The notice shall indicate the nature of the work, the holder shall markete the hiddre 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 receiv-ing the notice requiring him or her to vacate the land temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the Régie du logement for a ruling on 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 of 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

the lessee shall have access to the fand 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 re

pect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.). The lessor may have access to the land during the 29

- 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 O)

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

een 9 a.m. and 9 p.m., and allow the lessor to post "For rent" signs (arts, 1930 and 1932 C.C.O.). 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 essor or his or her representative during a visit to or a verification of the land (art. 1932 C.C.O.).

32. Except in case of emergency, the lessee may deny to the land if the conditions fixed by law are no satisfied.

Where the lessee denies access to the land for a reasor 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 and 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 prorincial, federal, municipal or school election, an official delegate appointed by a national committee or the au-thorized representative of either from having access to the mobile home park or the land for the purposes of an on 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 nguage as the lease. It shall be given at the add indicated in the lease or at any new address communi-cated 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 ad 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 matically renewed at term on the same conditions and for the same term

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

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

Non-renewal of lease by the lesse

38. A lesse 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 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 le within the time periods indicated in Table B (art. 1942

40. The lessor shall, in the notice of modification,

- the modification(s) requested;
 the new term of the lease, if he or she wishes to the new rent in dollars or the increase requested
- 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.O.).

Reply to a notice of modification (art. 1945 C.C.Q.) A lessee who receives a notice of modification of the lease from the lessor has one month after receive ing it to reply and notify the lessor that he or sl
 accepts the requested modification(s); or

 refuses the requested modification(s) and will contiill vacate the land upon termination of the lease. If the lessee fails to reply, this means that he or she cepts the modification(s) requested by the lesso

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

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

A model of the "Notice of Rent Increase and Modifica-tion of Another Condition of the Lease" and a model of the lessee's reply to such notice are found at the end of these particulars and on the Régie du logement's website (www.rdl.gouv.gc.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 destination. rent or for a ruling on any other modification of the lease (see Table B). If the lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.O.).

Agreement on modifications

 Where the lessor and the lessee agree on the modi-fications to be made to the lease (e.g. rent, term), the lessor shall give the lesse ea 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 exces sive or inadequate nature of the agreed adjustment and have the rent fixed.

An application for that purpose shall be filed with the Régie du logement within one month following the date on which the adjustment is to take effect (art. 1949 ((0)

REPOSSESSION OF LAND AND EVICTION (arts, 1957 to 1970 C.C.O.)

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

A legal person may not avail itself of the right to repos sess 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 be-

tween the beneficiary and the lessor, if any: the date fixed for the repossession

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

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 Ouébec (see Tables C and D). An indemnity may be payable (arts. 1965 and 1967 C.C.O.).

ASSIGNMENT AND SUBLEASING

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

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

47. The lessee is entitled to assign the lease or to sub lease 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 ve his or her conent without a serious reason (arts 1870 and 1871 C.C.Q.).

48. Subject to particular No. 57, the lessee shall give the 40. Subject to particular NO. 57, the lesses shall give the lessor notice of his or her intention to a ssign the lease or to sublease the land. Such notice shall indicate the name and address of the person to whom the lesses intends to a statement of the set of assign the lease or sublease the land (art. 1870 C.C.O.). If the lessor refuses, he or she shall inform the lesse of his or her reasons for refusing within 15 days after receiving the notice. Otherwise, the lessor is deemed to have consented to the assignment or sublease (art.

1871 C.C.O.).

49. A lessor who consents to the assignment or sublease may not exact any payment other than the reimbursement of any reasonable expenses resulting from the assignment or sublease (art. 1872 C.C.Q.). 50. The sublease terminates not later than the date or

which the lease of the lessee terminates. However, the sublessee is not required to vacate the land before receiv ing notice of 10 days to that effect from the subless failing him or her, from the lessor (art. 1940 C.C.Q.). sor or,

RESILIATION OF LEASE BY THE LESSEE

51 Pursuant to article 1974 of the Civil Code of Duébec, 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.

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.

Notices Article 1974 C C O

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

The notice shall be sent with an attestation from the uthority concern

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.

Article 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, hav-ing been vacated by the lessee, is re-leased during that same period.

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exists a situation involving violence or sexual aggression, and other factual ele ments or documents supporting the lessee's statement provided by persons in contact with the victims, consid-ers 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 remov 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.O.).

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 manda tary 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 rea-son 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.O.).

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 les of the land unless he or she notifies the lessor of his or her intention to leave the land within one month after the acquisition (art. 2000 C.C.O.).

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

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

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.	Within 1 month after receiving the
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	If the lessee fails to reply, he or she is deemed to have accepted	lessee's refusal. Otherwise, the lease is renewed of right on the
Lease with an indeterminate term	Between 1 and 2 months before proposed modification	the modification.	same conditions.
		See particular	No. 41: Exception

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

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

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

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

END OF MANDATORY PARTICULARS

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
Vour current rent of \$ will be increased by \$ (Indicate amount of increase) Or
Vour current rent of \$ will be increased by%. (Indicate percentage of increase) Or
Your rent under the lease ending on L J, 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 L L I to L I. 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 lesse, YOU MUST REPLY to this notice WITHIN ONE MONTH following its reception. Otherwise, the lease will be renewed under the new conditions.
<u>n () 11</u>
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
l 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.gc.ca), at all of the Régie's offices or by mail.
(www.ru.gouv.qc.ca), at an of the regres of the main.
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
Address of leased dwelling
IN RESPONSE TO YOUR NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I NOTIFY YOU THAT: (doose one of the three responses below)
□ I accept the renewal of the lease and its modifications.
I refuse the proposed modifications and I am renewing my lease.
I am not renewing my lease and will vacate the land upon termination of the lease.
If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lease refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1943 and 1955 C.C.Q.).
Day Month Year Signature of lessee
ACKNOWLEDGEMENT OF RECEIPT, IF THE REPLY IS DELIVERED TO THE LESSOR BY HAND
Lacknowledge regainst 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).

Régie du logement Québec ES ES www.rdl.gouv.qc.ca		LEASE	
Montréal area: 514 873-BAIL* Elsewhere in Québec: 1 800 683-BAIL*		in a Cooperative	
*An automated information service is available around the clock. RÉGIE DU LOGEMENT MANDATORY FORM TWO COF	PIES		
A BETWEEN (WRITE LEGIBLY)			
THE LESSOR			
Name			
No. Street Apt.	Municipality	Postal code	
Telephone No. Other telephone No. (cell phone)	Email address		
Represented by:			
THE LESSEE	THE LESSEE		
Name	Name		
No. Street Apt.	No. Street	Apt.	
Municipality Postal code	Municipality	Postal code	
Telephone No. Other telephone No. (cell phone)	Telephone No.	Other telephone No. (cell phone)	
Email address	Email address		
The names indicated in the lease must be those the The term "lessor" in the <i>Civil Code of</i> B DESCRIPTION AND DESTINATION OF LEASED DWEL Address			
Municipality Postal code		Number of rooms	
Outdoor parking Number of places	Parking space(s)		
Indoor parking Number of places Locker or storage space	Parking space(s)		
Other			
The lessor and the lessee undertake, in accordance with t respecting the presence and proper working order of one initials of lessor's mandatary	heir respective respons or more smoke detect Initials of lessee	ibilities, to comply with the regulations ors in the dwelling and the immovable. 	
C TERM OF LEASE (art. 1851 C.C.Q.)	÷		
FIXED TERM LEASE	INDETERMINATI	E TERM LEASE ease is indeterminate,	
The term of the lease is		ease is indeterminate,	
From Day Month Year Day Month Year		ay Month Year	
Neither the cooperative nor the lessee may terminate the lease unilaterally, exce However, they may terminate the lease by mutual consent.	pt in the cases provided for b	y law (particulars Nos. 5, 9, 23, 24, 45 and 50).	
D RENT (arts. 1855, 1903 and 1904 C.C.Q.)			
The rent is \$ Per month The total cost of services is \$ Per month The total rent is \$ Per month	☐ Per week ☐ Per week ☐ Per week	Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.	C
Where applicable, enter the cost of services of a perso Schedule 6 to the lease: Services Offered to the Lessee	onal nature in	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.).	
The lessee is a beneficiary of a rent subsidy program. Yes No		The cooperative may not exact any other	00
		amount of money from the lessee (e.g. deposit for the keys).	0
Specify			00000

Régie du logement

May not be reproduced

D RENT (arts. 1855, 1903 and 1904 C.C.	Q.) (cont.)				
DATE OF PAYMENT = FIRST PAYMENT PERIOD The rent will be paid on			the time of enterin may require advar	g into the le nce payment	payment period: At ase, the cooperative of the rent for only .g. the first month,
= OTHER PAYMENT PERIODS			the first week). 1 exceed one month	he advance	payment may not
The rent will be paid on the 1st day Of the mon Or on Specify	nth 🗌 Of the	week	rent is payable on	the first d	ayment periods: The ay of each payment as otherwise agreed.
METHOD OF PAYMENT The rent is payable in accordance with the following m		t:	Method of payment payment by mean	: The coopera s of a postd	tive may not require ated cheque or any ss otherwise agreed.
□ Cash □ Cheque □ Electronic bank transfer The lessee agrees to give the cooperative postdated che	Other	of the lease.	Proof of payment:	The lessee is of his or her	entitled to a receipt rent in cash (arts.
Yes No Initials of lessee Initials of Initials of Initials of	lessee		Place of payment:	The rent is pa	yable at the lessee's d (art. 1566 C.C.Q.).
The rent is payable at					
Place of payment (specify if the payme	ent is made by mail, if	applicable)			
E SERVICES AND CONDITIONS					
BY-LAWS OF THE IMMOVABLE A copy of the by-laws of the immovable was given to the Given on			in the immovable by-laws pertain to	are establish the enjoyme	rules to be observed led by by-laws. The nt, use and mainte- e common premises.
Day Month Year Initials of lessee WORK AND REPAIRS The work and repairs to be done by the cooperative ar	Initials of lessee		If such by-laws e a copy of them to	xist , the country the lessee b	operative must give efore entering into rm part of the lease
are as follows: Before the delivery of the dwelling				y not contra	adict the lease or
= During the lease			of the dwelling, th a good state of rep cooperative and th and agree on the	te cooperativ pair in all res he lessee ma work to be o ng the work	ixed for the delivery re must deliver it in pects. However, the ay decide otherwise one and on a time- (art. 1854 1st par.
JANITORIAL SERVICES			itself from the ol ing, its accessori	oligation to es and dep	may not release deliver the dwell- endencies in clean
Specify	o contact if necess	sary is as follows:	condition and to good habitable 1910 and 1911 C	condition (maintain them in arts. 1892, 1893,
The contact information for the janitor or the person to			Assessment of the	. condition	of promisos: In the
	Telephone No.		absence of an ass	essment of t	he condition of the
Name	Telephone No.	(cell phone)	absence of an ass premises (descrip lessee is presume in good condition	essment of t tions, photo d to have re at the beg	he condition of the ographs, etc.), the ceived the dwelling inning of the lease
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS	Other telephone No.	(cell phone)	absence of an ass premises (descrip lessee is presumer in good condition (art. 1890 2nd par	essment of t tions, photo d to have re at the beg	he condition of the ographs, etc.), the ceived the dwelling
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative	Other telephone No.	(cell phone) Water consumption	absence of an ass premises (descrip lessee is presumer in good condition (art. 1890 2nd par	essment of t tions, photo d to have re at the beg c. C.C.Q.).	he condition of the ographs, etc.), the ceived the dwelling inning of the lease
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative	Other telephone No.		absence of an ass premises (descrip lessee is presume in good condition (art. 1890 2nd par Coo tax for dwelling	essment of t tions, photo d to have re at the beg c. C.C.Q.).	he condition of the ographs, etc.), the ceived the dwelling inning of the lease Lessee
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative Heating of dwelling Electricity Gas Fuel oil Gas other than for heating	Other telephone No. Lessee	Water consumption Snow and ice remo = Parking area	absence of an ass premises (descrip lessee is presume in good condition (art. 1890 2nd par Coo tax for dwelling	essment of t tions, photo d to have re at the beg . C.C.Q.).	he condition of the graphs, etc.), the ceived the dwelling inning of the lease
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative Heating of dwelling Electricity Gas Fuel oil Gas Electricity other than for heating	Other telephone No. Lessee	Water consumption Snow and ice remo = Parking area = Balcony	absence of an ass premises (descrip lessee is presumer in good condition (art. 1890 2nd par Coo tax for dwelling val	essment of t tions, photo d to have re at the beg c. C.C.Q.).	he condition of the orgaphs, etc.), the ceived the dwelling inning of the lease
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative Heating of dwelling Electricity Gas Fuel oil Gas Electricity other than for heating Hot water heater (rental fees)	Other telephone No. Lessee	Water consumption Snow and ice remo = Parking area = Balcony = Entrance, walkwa	absence of an ass premises (descrip lessee is presumer in good condition (art. 1890 2nd par Coo tax for dwelling val	essment of t tions, photo d to have re at the beg . C.C.Q.).	he condition of the graphs, etc.), the ceived the dwelling inning of the lease
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative Heating of dwelling Electricity Gas Fuel oil Gas Lectricity other than for heating Hot water heater (rental fees) Hot water (user fees) CONDITIONS	Other telephone No.	Water consumption Snow and ice remo = Parking area = Balcony	absence of an ass premises (descrip lessee is presumer in good condition (art. 1890 2nd par Coo tax for dwelling val	essment of t tions, photo d to have re at the beg . C.C.Q.). pperative	Lessee
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative Heating of dwelling Electricity Gas Fuel oil Gas Electricity other than for heating Hot water heater (rental fees) Hot water (user fees) CONDITIONS The lessee has a right of access to the land. Yee	Other telephone No. Lessee	Water consumption Snow and ice remo = Parking area = Balcony = Entrance, walkway = Stairs	absence of an ass premises (descrip lessee is presumer in good condition (art. 1890 2nd par Coo tax for dwelling val	essment of t tions, photo d to have re at the beg . C.C.Q.). pperative	Lessee
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative Heating of dwelling Electricity Gas Fuel oil Gas Hot water heater (rental fees) Hot water (user fees) CONDITIONS The lessee has a right of access to the land. Yee	Other telephone No. Lessee	Water consumption Snow and ice remo = Parking area = Balcony = Entrance, walkway = Stairs	absence of an ass premises (descrip lessee is presumer in good condition (art. 1890 2nd par Coo tax for dwelling val	essment of t tions, photo d to have re at the beg . C.C.Q.). pperative	Lessee
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative Heating of dwelling	Other telephone No. Lessee 	Water consumption Snow and ice remo = Parking area = Balcony = Entrance, walkwa = Stairs Specify Specify	absence of an ass premises (descrip lessee is presumen in good condition (art. 1890 2nd par Coc tax for dwelling val y, driveway	essment of f tions, phots 4 to have re- at the beg. c.c.Q.). operative	Lessee
Heating of dwelling Electricity Gas Fuel oil Gas Electricity } other than for heating Hot water heater (rental fees)	Other telephone No. Lessee 	Water consumption Snow and ice remo = Parking area = Balcony = Entrance, walkwa = Stairs Specify Specify	absence of an ass premises (descrip lessee is presumen in good condition (art. 1890 2nd par Coc tax for dwelling val y, driveway	essment of f tions, phots 4 to have re- at the beg. c.c.Q.). operative	Lessee
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative Heating of dwelling Electricity Gas Electricity other than for heating Electricity other than for heating Hot water (user fees) CONDITIONS The lessee has a right of access to the land. Ye The lessee has the right to keep one or more animals.	Other telephone No. Lessee 	Water consumption Snow and ice remo = Parking area = Balcony = Entrance, walkwa = Stairs Specify Specify	absence of an ass premises (descrip lessee is presumen in good condition (art. 1890 2nd par Coc tax for dwelling val y, driveway	essment of f tions, phots 4 to have re- at the beg. c.c.Q.). operative	Lessee
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative Heating of dwelling Electricity Gas Electricity other than for heating Electricity other than for heating Hot water (user fees) CONDITIONS The lessee has a right of access to the land. Ye The lessee has the right to keep one or more animals.	Other telephone No. Lessee 	Water consumption Snow and ice remo = Parking area = Balcony = Entrance, walkwa = Stairs Specify Specify	absence of an ass premises (descrip lessee is presumen in good condition (art. 1890 2nd par Coc tax for dwelling val y, driveway	essment of f tions, phots 4 to have re- at the beg. c.c.Q.). operative	Lessee
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative Heating of dwelling	Other telephone No. Lessee 	Water consumption Snow and ice remo = Parking area = Balcony = Entrance, walkwa = Stairs Specify Specify	absence of an ass premises (descrip lessee is presumen in good condition (art. 1890 2nd par Coc tax for dwelling val y, driveway	essment of f tions, phots 4 to have re- at the beg. c.c.Q.). operative	Lessee
Name Email address SERVICES, TAXES AND CONSUMPTION COSTS Will be borne by: Cooperative Heating of dwelling Electricity Gas Electricity other than for heating Electricity other than for heating Hot water (user fees) CONDITIONS The lessee has a right of access to the land. Ye The lessee has the right to keep one or more animals.	Other telephone No. Lessee 	Water consumption Snow and ice remo = Parking area = Balcony = Entrance, walkwa = Stairs Specify Specify	absence of an ass premises (descrip lessee is presumen in good condition (art. 1890 2nd par Coc tax for dwelling val y, driveway	essment of f tions, phots 4 to have re- at the beg. c.c.Q.). operative	Lessee

2 of 6

F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LE	ASE MODIFIED (art. 1955 C.C.Q.)			
The cooperative and the lessee 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.	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 termina-			
OR	tion of the lease (particulars Nos. 39 and 41).			
The dwelling is leased by the cooperative to a non-member :	If none of the three boxes opposite is checked off and if the lessee refuses a modification in his or			
The dwelling is located in an immovable erected five years ago or less.	her lease requested by the cooperative and wishes to continue to live in the dwelling, the lease is then			
The immovable became ready for habitation on OR OR D the dwelling is located in an immovable whose use for residential purposes results	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			
from a change of destination that was made five years ago or less. The immovable became ready for habitation on Legal .	and 42).			
Day Month Year However, the tribunal may rule on any other application concerning the lease (e.g. decrease in re	ant)			
G NOTICE TO A NEW LESSEE (arts. 1896 and 1950 C.C.Q.)	ing.			
A cooperative is not required to give this notice where it leases a dwelling to one of its members or where the dwelling is located in an immovable erected or altered five years ago or less, if it mentions that fact in Section F. In such cases, the lessee may not apply to the Régie du logement to have the rent fixed.	If the new lessee pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease is entered into, apply to the Régie du logement to have the rent fixed.			
In other cases, the cooperative must give this notice at the time the lease is entered into. I hereby notify you that the lowest rent paid for your dwelling during the 12 months preceding the beginning of your lease, or the rent fixed by the Régie du logement during	If the cooperative did not give such notice at the time the lease was entered into, the new lessee may, within two months after the beginning of the lease, apply to the Régie du logement to have his or her rent fixed.			
that period, was \$	The new lessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.			
The property leased, the services offered by the lessor and the conditions of your lease are the same				
If the "No" box is checked off, the following changes have been made (e.g. addition of services of a pers and nursing care, parking, heating):				
Signature of the cooperative's mandatary Day Month Year				
H SIGNATURES				
Signature of the cooperative's mandatary Day Month Year				
Signature of lessee (or his or her mandatary) Day Month Year Signature of lessee (or his or h	er mandatary) Day Month Year			
The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12). 🗌 Yes 🔛 No				
Any other person who signs the lease must clearly indicate in what capacity he or she is $(\mbox{Particular No. 12})$	doing so (e.g. another lessee, surety).			
Name (WRITE LEGIBLY) Signature	Capacity			
Address of signatory	Day Month Year			
Name (WRITE LEGIBLY) Signature	Capacity			
Address of signatory	Day Month Year			
The cooperative must give the lessee a copy of the lease within 10 days after entering	into the lease (art. 1895 C.C.Q.).			
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 spou or terminate the lease where the cooperative has been notified, by either of the spouses, that the dw	velling 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 of a personal nature, complete Schedule 6 to the lease: Services Offered				

3 of 6

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 obliga ns of lessors and lessees. They summarize the essen-l points of the law concerning leases, i.e. articles 1851 to 1978 of the Civil Code of Ouébec (C.C.O.). The examples given in the particulars are provided for information purposes and are used to illustrate a rule To find out the other obligations to which the parties to a lease may be subject, please refer to the *Civil Code* of Ouébec. No right may be exercised with the intent of injuring another or in an excessive and unreasonable

manner that is contrary to the re faith (arts. 6, 7 and 1375 C.C.Q.). the requirements of good The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the dwelling, whether o not they are included in the lease of the dwelli another lease. Some exceptions apply (arts, 1892 and 18921000

Except if the size of the dwelling justifies it, a coopera ive 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 Ouébe 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 e of a violation, punitive damages may be claimed (art. 1902 C.C.O.).

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

Charter of human rights and freedoms

These rights and obligations shall be exercised in compli-ance with the rights recognized by the Charter, which pre-scribes, 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 harass ment based on race, colour, sex, pregnancy, sexual orien-tation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation. Any person who is a victim of discrimination or harass ment for one of those reasons may file a complaint with the Commission des droits de la personne et des droits

Act respecting the Protection of personal

de la jeunesse

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-renta housing, within the meaning of article 1984 2nd par. or 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 to 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 immovable

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

Clauses of the lease

 The cooperative and the lessee may agree or 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 Ouébec. 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.O.):
- e 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.O.): a clause that renders the lessee liable for damage
- caused without the lessee's fault (art. 1900 C.C.O.) a clause that modifies the rights of the lessee reason of an increase in the number of occupa unless the size of the dwelling warrants it (art. 1900
- a clause providing for an adjustment of the rent i a lease with a term of 12 months or less (art. 1906
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more
- than once during each 12-month period (art. 1906 a clause whereby the lessee acknowledges that the
- elling is in good habitable condition (art. 1910 a clause providing for the total payment of the rent
- f the lessee fails to pay an instalment (art. 1905
- a clause limiting the right of the lessee to purchase property or obtain services from such perso ns as the see chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.O.).

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

RIGHT TO MAINTAIN OCCUPANCY

The lessee, excluding a sublessee (art. 1940 .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 divi sion or substantial enlargement of the dwelling and the resiliation of the lease by the cooperative.

In addition, the cooperative may give notice that the lease is not being renewed where the lessee has subeased 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.O.). New Jessor

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

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

Death

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

son 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, i there is no liquidator, an heir may resiliate the lease by giving the cooperative two months' notice within 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 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 per son 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 of his or her lifetime (arts. 1938 and 1939 C.C.Q.). e during

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 coo serious prejudice as a result (arts. 1863 and 1971

LIABILITY OF SPOUSES AND CO-LESSEES Liability of persons who are married

or in a civil union

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

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

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

Solidarity between co-lessees is not presumed. It exists ere it is expressly stipulated in the lease (art. only wh

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

ENJOYMENT OF PREMISES

13. The cooperative shall provide the lessee with peaceable enjoyment of the leased property 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

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 ould 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.O.). 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 othe lessees (art. 1860 C.C.Q.).

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

MAINTENANCE OF DWELLING AND REPAIRS

Obligation of maintenance

 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 pur oughout the term of the lease (art. 1854 2nd par. C.C.O.).

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

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

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.O.).

Dwelling unfit for habitation

 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 O)

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 loning 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 com pensation 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 provided they are urgent and necessary to ensure the preservation or enjoyment of the leased property. How-ever, the lessee may do so only if he or she has informed or attempted to inform the cooperative of the situation and if the latter has not acted in due course

The cooperative may intervene at any time to pursue

The lessee shall render an account to the 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 in 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 work that he or she considers abusi

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

ACCESS TO AND VISIT OF DWELLING

28. To exercise rights of access to the dwelling, the 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 iustification: 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
- 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.O.)

30. A lessee who gives notice to the cooperative of bis or her intention to vacate the dwelling shall, from that time, allow the cooperative to show the dwell-ing to prospective lesses 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 coop-

erative'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 de

access to the dwelling if the conditions fixed by law are not satisfied

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

Abuse of the right of access by the cooperative or unjustified denial of access by the lessee may also, 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.O. and s. 49 of the Charter).

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

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 0)

NOTICES

35. Every notice relating to the lease, given by the coop erative (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 age as the lease. It shall be given at the address in dicated in the lease or at any new address communicated since then (art. 1898 C.C.O.).

Exception : Only a notice by the cooperative for the purpose of having access to the dwelling may be given orally 36 Where a notice does not conform to the prescribed

requirements concerning the written form, the ad 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 s 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 les The lessee may avoid such renewal, provided that he or she gives notice to the cooperative.

Non-renewal of lease by the lesses

 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.O.).

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 vithin the time periods indicated in Table B (art. 1942

40. The cooperative shall, in the notice of modifica-tion, 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 the increase requested • the n 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, ase may be expressed as a percentage of the
- 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 O)

Reply to a notice of modification

(art. 1945 C.C.Q.) 41. A lessee who receives a notice of modification of the A sessee who receives a notice of mount action of the lease from the cooperative has **one month after receiv-ing it** to reply and notify the cooperative that he or she:
 accepts the requested modification(s); or refuses the requested modification(s) and will contin-

ue to occupy the dwelling (see "Exception" be will vacate the dwelling upon termination of the lease. f the lessee fails to reply, this means that he or she Where the lessee is a member of the cooperative or where the immovable was erected or underpendent of where of destination five years ago or less, and where Section F has been completed, the lessee who refuses the requested modification(s) shall vacate the dwelling upon termina

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

Fixing of conditions of the lease by 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 modi tions, to apply to the Régie du logement for the fixing of the rent or for a ruling on any other modification of the lease (see **Table B**). If the cooperative does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.O.).

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 begin ning of the renewal (art. 1895 C.C.Q.)

Contestation of an adjustment of rent

44. Where a lease with a term of more than 12 months contains a clause providing for an adjustment of the rent, the lessee or the 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 nentioned 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 mo 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 lesses 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 lesses 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 reidential and long-term care centre (CHSLD), to an intermediate resource, to a private senior's residence where the nursing care and personal assistance services required by this 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.

Pursuant to article **1974.1 of the** *Civil Code of Québec*, a lessee may also resiliate his or her lease:

a lesser may use resultate into a net rease.
if the safety of the lessee or of a child living with the lesse is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

Notices

- Ancule 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 it he leases is for an indeterminate term or a term of elses than 12 months, or before the expiry of this period if the parties so agree or when the dwelling, having been vacated by the lesses, 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.

- Article 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

swom statement that there exists a situation involving violence or sexual aggression, and other factual elements or documents supporting the lesses's statement provided by persons in contact with the victims, considers that the realization of the lesse 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 prompty.

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 what 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 contrast separate from the lease.

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

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

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

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

53. Upon termination of the lease, the lessee shall remove all the constructions, works or plantations he or she has made. If they cannot be removed without deteriorating the dwelling, the cooperative may retain them by paying the value thereof or comple 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	Lessee of a room who has	Lessee (including the lessee of a	
	a notice of modification of	not received a notice of	room) who has received a notice	
	the lease	modification of the lease	of modification of the lease	
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	Between 10 and 20 days before		
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	termination of the lease	Within 1 month after receiving the cooperative's notice	
Lease with an	Between 1 and 2 months before	Between 10 and 20 days before		
indeterminate term	desired termination of the lease	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	The lessee is a member of the	The lessee is a member of the
	termination of the lease	cooperative	cooperative
Lease of less than 12 months	Between 1 and 2 months before	A member of the cooperative	If the lease of the member
	termination of the lease	shall reply within 1 month after	mentions the restriction on the right
Lease with an	Between 1 and 2 months before	receiving the notice of	to have the rent fixed and the lease
indeterminate term	proposed modification	modification. A member who	modified (see Section F), the
Lease for a room	Between 10 and 20 days before the termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term	refuses the requested modification of the lease. See Section F and particular No. 41. If the member fails to reply, he or she is deemed to have accepted the modification. The lessee is not a member of the cooperative The lessee shall reply within 1 month after receiving the notice of modification. If the lessee fails to reply, he or she is deemed to have accepted the requested modification. See restrictions in Section F and particular No. 41	cooperative may not apply to the Régie du logement. If no such restriction is mentioned in the member's lease, the cooperative has 1 month to apply to the Régie du logement after receiving the lease is renewed on the same conditions The lessee is not a member of the cooperative The cooperative has one month after receiving the lessee's refusal to apply to the Régie du logement. Otherwise, the lease is renewed on the same conditions.

END OF MANDATORY PARTICULARS

www.rdl.gou Montréal area: 5 Elsewhere in Qué	14 873-BAIL* ébec: 1 800 683-BAIL*			ad na na	\SE welling
	service is available around the clock.				
RÉGIE DU LOGE		WO COPIES			
A BETWEEN TH	E LESSOR (WRITE LEGIBLY)	A	ND THE LESSEE (WF	RITE LEGIBLY)	
Name		N	ame		
No. Street	A				Apt
Municipality	Postal co				Postal code
Telephone No.	Other Telephone No. (cell phon		lephone No.	0.1 7.1	phone No. (cell phone)
	Uther lelephone No. (cell phon	-,		Other Tele	phone No. (cell phone)
Email address		Er	mail address		
Name		N	ame		
No. Street	Aj	ot. No	o. Street		Apt.
Municipality	Postal co	de M	unicipality		Postal code
Telephone No.	Other Telephone No. (cell phon	e) Te	lephone No.	Other Tele	phone No. (cell phone)
Email address		Fr	nail address		
Where applicable, represente	d by:				
	The names indicated in the lease must b	e those that the	lessor and the lessee are le	gally authorized to u	150.
	The names indicated in the lease must b The term "lessor" in the <i>Civil Coa</i>	le of Québec gene	erally refers to the owner o	f the immovable.	
B DESCRIPTION	AND DESTINATION OF LEASE	D DWELLING	G, ACCESSORIES AN	D DEPENDENC	IES (art. 1892 C.C.Q.)
Address					
No.	Street				Apt.
Municipality			Postal o	ode	Number of rooms
If the "No" have is about	for residential purposes only.	□ No	f hid		
If the No box is cried	ked off, the dwelling is leased for the	compined pur	poses of nousing and Spe	cify (e.g. professional	activities, commercial activities)
but no more than one-	uniro oi une total noor area will be us	ed for that seco	ond purpose (art. 1892 (C.Q.).	
Outdoor parking	in a unit under divided co-ownership Number of places		No Parking space(s)		
Indoor parking	Number of places		Parking space(s)		
Locker or storage sp	-		ranking space(s)		
	d dependencies				
	d included in the rent. Yes I				
Appliances	□ Washer	Chest(s)	of drawers	Other	
Stove	Dryer	Couch(es	Number	□	
Microwave oven	Furniture	Armchair	(S) Number		
Dishwasher		Rod(c)			
	Table(s)	🗆 Bed(s)	imber Size		
Refrigerator	Chair(s) Number Number Number	Nu	mber Size		
The lessor an respecting th	Chair(s) Number Number d the lessee undertake, in accordan e presence and proper working orc	nce with their	respective responsibilit nore smoke detectors i	n the dwelling a	ith the regulations id the immovable.
The lessor an	Chair(s) Number Number	nce with their	respective responsibilit nore smoke detectors i	ties, to comply w n the dwelling an Is of lessee Day	th the regulations Id the immovable.
The lessor an respecting th Initials of lessor	Chair(s) Number Number d the lessee undertake, in accordan e presence and proper working orc	nce with their	respective responsibilit nore smoke detectors i	n the dwelling a	ith the regulations d the immovable. Month Year
The lessor an respecting th Initials of lessor C TERM OF LEA FIXED TERM LEASE	Chair(s) Number Chair(s) Number d the lessee undertake, in accordat e presence and proper working ore initials of lessor Day Month Yea SE (art. 1851 C.C.Q.)	nce with their	respective responsibilit nore smoke detectors i Initials of lessee Initia	n the dwelling at Is of lessee Day RM LEASE	ith the regulations d the immovable. Month Year
The lessor an respecting th Initials of lessor C TERM OF LEA	Chair(s) Number Chair(s) Number d the lessee undertake, in accordat e presence and proper working ore initials of lessor Day Month Yea SE (art. 1851 C.C.Q.)	nce with their	respective responsibilit nore smoke detectors i initials of lessee Initia INDETERMINATE TEF The term of the lease	n the dwelling at Is of lessee Day RM LEASE	ith the regulations d the immovable. Month Year
The lessor an respecting th initials of lessor C TERM OF LEA FIXED TERM LEASE The term of the lease is From	Chair(s) Number Mumber Mumber Mumber dthe lessee undertake, in accordan e presence and proper working or mitiah of lessor Bay Month Yea SE (art. 1851 C.C.0.) Specify number of weeks, months or years to	nce with their	respective responsibilit nore smoke detectors i initials of lessee Initia INDETERMINATE TEF The term of the lease	n the dwelling an	ith the regulations nd the immovable.
C TERM OF LEAS FIXED TERM LEASE The term of the lease is From Lasy Month Y	Chair(s) Number d the lessee undertake, in accordan e presence and proper working or 	nce with their m der of one or m 	Initials of lessee initials of the lease beginning on initials of the lease beginning on initials of the lease initials of the l	n the dwelling and the dwelling and the dwelling and the second s	I the immovable.
The lessor an respecting th Initials of lessor C TERM OF LEA FIXED TERM LEASE The term of the lease is From J J Month Y Neither the lessor nor the l	Chair(s) Number Mumber Mumber Mumber dthe lessee undertake, in accordan e presence and proper working or mitiah of lessor Bay Month Yea SE (art. 1851 C.C.0.) Specify number of weeks, months or years to	nce with their m der of one or m 	Initials of lessee initials of the lease beginning on initials of the lease beginning on initials of the lease initials of the l	n the dwelling and the dwelling and the dwelling and the second s	I the immovable.

2550

D RENT (arts. 1855, 1903 and 1904 C.C.	Q.)		
The rent is \$ Per mo The total cost of services is \$ Per mo	onth 🗆	Per week Per week	Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.
The total rent is \$	ices of a per		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
The lessee is a beneficiary of a rent subsidy program. $\hfill \Box$	Yes 🗆 No		made within the first 12 months (art. 1906 C.C.Q.). The lessor may not exact any other amount
Specify DATE OF PAYMENT			of money from the lessee (e.g. deposit for the keys).
FIRST PAYMENT PERIOD The rent will be paid on Day Month Year OTHER PAYMENT PERIODS			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
The rent will be paid on the 1st day 🛛 🗌 Of the mo	onth 🗌 Of	f the week	month's rent.
Or on Specify METHOD OF PAYMENT		·	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 other- wise agreed.
The rent is payable in accordance with the following m	nethod of pay		Method of payment: The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.
	s for the term	of the lease.	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.).
PLACE OF PAYMENT The rent is payable at			Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).
E SERVICES AND CONDITIONS	ent is made by n	nail, if applicable)	domicie, uness ourerwise agreed (art. 1500 C.C.Q.).
BY-LAWS OF THE IMMOVABLE			By-laws of the immovable: The rules to be observed
A copy of the by-laws of the immovable was given to th Given on Day Month Year Initials of lessee	le lessee befo	-	in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and mainte- nance of the dwelling and of the common premises.
DIVIDED CO-OWNERSHIP A copy of the by-laws of the immovable was given to th		lessee	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
Given on Day Month Year Initials of lessee	Initials of	essee	(art. 1894 C.C.Q.).
WORK AND REPAIRS The work and repairs to be done by the lessor and the as follows:	timetable for	performing them are	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.).
Before the delivery of the dwelling			The by-laws may not contradict the lease or violate the law.
			Work and repairs: On the date fixed for the delivery of
During the lease			the dwelling, the lessor must deliver it in a good state of repair in all respects. However, the lessor and the lessee may decide otherwise and agree on the work to be done and on a timetable for performing
JANITORIAL SERVICES			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
Specify The contact information for the janitor or the person to		ecessary is as follows:	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.).
Name	Telephone No.		Assessment of the condition of premises: In the
Email address	Other telephone	e No. (cell phone)	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
SERVICES, TAXES AND CONSUMPTION COSTS	1		(art. 1890 2nd par. C.C.Q.).
Will be borne by: Lessor Heating of dwelling	Lessee	Water consumption ta	Lessor Lessee
Electricity Gas Fuel oil		Snow and ice removal	-
Gas other than for heating		= Parking area	
Electricity J		= Balcony	
Hot water heater (rental fees)		Entrance, walkway, d Stairs	Iriveway 🗆 🗆
		= JIGII J	
CONDITIONS The lessee has a right of access to the land. Yes	🗆 No		
The lessee has the right to keep one or more animals .		Specify	
OTHER SERVICES, CONDITIONS AND RESTRICTION		Specify	ine painting pool laundry room)
	,∽ (e.y. antenîîă,	, our secure, an contritioner, crothesi	nic, painting, poor, raunary roomly

2 of 8

F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)					
The lessor and the lessee 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:	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				
□ The dwelling is located in an immovable erected five years ago or less.	rent, must vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).				
The immovable became ready for habitation on Day Month Year	If neither of the two boxes opposite is checked				
OR	off and if the lessee refuses a modification in his or her lease requested by the lessor and wishes				
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.	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				
The immovable became ready for habitation on L Day Month Year	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 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	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.				
preceding the beginning of your lease, or the rent fixed by the Régie du logement during that period, was \$	If the lessor did not give such notice at the time the				
Per month Per week Other	lease or sublease was entered into, the new lessee or the sublessee may, within two months after the				
The property leased, the services offered by the lessor and the conditions of your lease are the same.	beginning of the lease, apply to the Régie du loge- ment to have his or her rent fixed.				
□ Yes □ No If the "No" box is checked off, the following changes have been made	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				
(e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating):	the notice.				
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 h	er 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 lesses undertake to be solidarily liable for the lease (particulars Nos. 11 and 12). \Box Yes Any other person who signs the lease must clearly indicate in what capacity he or she i	Initials of lessee Initials of lessee				
(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				
Audress of signatory	Day Wonth real				
The lessor must give the lessee a copy of the lease within 10 days after entering in	to 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 sp lease or terminate the lease where the lessor has been notified, by either of the spouses, that the					
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.					
I hereby notify you that the dwelling covered by the lease will be used as the family residence.					
I hereby notify you that the dwelling covered by the lease will be used as the family residence. ignature of the lessee or lessee's spouse ignature of the lessee or lessee's spouse					
	form, including services				
	form, including services to the Lessee by the Lessor.				

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 lessors and lessees. 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 infor ation purpo es 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.O.).

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 imose more onerous conditions on the person for the sole reason that the person is pregnant or has one of 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 enjoy ment 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, 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 en-joyment and free disposition of his or her property. cept 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 condi tion, a handicap or the use of any means to palli ate a handican. The Charter also protects se 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 documents and protection of personal information

If the lessor is a public body, he or she shall comply with the prescriptions of the Act respecting ccess 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 to the lease. Services Offered to the Lessee by the Lessor, shall be completed.

ENTERING INTO THE LEASE

Language of the lease and of the hy-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

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

 Pursuant to article 1893 of the Civil Code of Québec, clauses that are inco tent with a cles 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.O.):
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art 1906 C C O)-
- 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.O.)

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

RIGHT TO MAINTAIN OCCUPANCY

5. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a personal right to maintain occu pancy 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 4 of 8

and has died (art. 1944 C.C.O.).

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

New lessor

Death

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.).

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 applicahle, the nerson who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that we 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 lesser

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.O.).

LIABILITY OF SPOUSES AND CO-LESSEES Liability of persons who are married or in a civil union

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

Liability of co-lessees and surety

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



2552

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

Suretyship securing the performance of the obligations of the lessee does not extend to the renewal of the lesse, unless otherwise provided between the parties (art. 1881 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lesse (art. 5:752 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.O.).

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

21. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the lessor within a reasonable time (art. 1866 $_{\rm C,C,Q,\rm })$

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 lessed property. However, the lessee may do so only if he or she has informed or attempted to inform the lessor of the situation and if the latter has not acted in due course.

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

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

Major non-urgent work

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

(arcs have on the end of the e

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 lesse.

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

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

However, if the notice does not require the lesses 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 constituter leferendum (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

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, it 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 ceiving the notice (arts. 1943 and 1945 C.C.Q.)
- Reply to a notice of modification

2554

(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

- 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

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 Section F is checked off, the lessee who refuses the upon termination of the lease (art. 1955 C.C.Q.).

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

Fixing of conditions of the lease

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

Agreement on modifications

43. Where the lessor and the lessee agree on the modifications to be made to the (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 DWELLING AND EVICTION (arts, 1957 to 1970 C.C.O.)

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 per son, the dwelling may generally be repo 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 sess 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 no tice within the prescribed time periods. The steps

for the repossession of the dwelling and the 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.O.).

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). An indemnity may be payable (arts, 1965 and 1967 C.C.O.)

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 obliga tions 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.O.).

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

If the lessor refuses, he or she shall inform the lessee of his or her reasons for refusing within 15 days after receiving the notice. Otherwise, the lessor is deemed 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.O.).

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

RESILIATION OF LEASE BY THE LESSEE

51. Pursuant to article 1974 of the Civil Code of Ouébec, 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.

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 le see is threatened because of th violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party.

Notices Article 1974 C C O

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

the authority concerned. In the case of a senior, the notice of resiliation

shall also be sent with a certificate from an authorized person stating that the conditions requiring admission to the facility have been met. - Article 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 hefore 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.O.) If the rent includes services of a personal nature provided to the lessee or, where applicable, to his or her child, the lessee is only required to pay that part of the rent that relates to the services provided before he or she vacated the dwelling. hether 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 < 0

54. Upon termination of the lease, the lessee shall emove 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 p erty 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 lesses (art. 1891 C.C.O.)

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

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

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

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

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

TABLE C	Step 1: Notice by owner-lessor	Step 2: Lessee's reply	Step 3: Application to the Régie du logement by the owner-lessor
Lease of more than 6 months	6 months before termination of the lease	the	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	to vacate the dwelling.	

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

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

END OF MANDATORY PARTICULARS

00000000 00000

	MODEL OF NOTICE	
NOTICE OF RENT INCREASE AN	ID MODIFICATION OF ANOTHER CONDITION OF THE LEASE (arts. 1942 and 1943 C.C.Q.)	
Notice to		
Name of lessee	Address	
	SE, I INTEND TO MODIFY THE FOLLOWING CONDITION(S):	
1 – Amount of rent (check off O	INE of the boxes below)	
Your current rent of \$ Or	will be increased to \$ (Indicate new rent)	
	will be increased by \$ (Indicate amount of incre	ase)
Or Your current rent of \$		f increase)
Or Your rent under the lease e	ending on, that has given rise to an application for the fixing or rev	iew of the rent
	Day Month Year, and the great has to an appreciation of the many of the % of the rent to be determined by the tribunal.	
2 – Term of lease		
	am I I Ita I I I	
Your lease will be renewed fro	om L l l l l l l l l l l l l l l l l l l	
3 – Other modification(s)		
		(
	e proposed modification(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY ion. Otherwise, the lease will be renewed under the new conditions.	to this notice wiTHIN
one month following to recept	on outermoe, are reade with be renerred under the new conditions.	
	Address	
Name of lessor or mandatary	Address	
Telephone No.	Signature of lessor or mandatary	Day Month Year
		Day Month Teal
	IPT, IF THE NOTICE IS DELIVERED TO THE LESSEE BY HAND	
I acknowledge receipt of this notic	ce, on:	
Day Month Year Signature		
confirmation of delivery if delivered	copy and proof of delivery of the notice given to the lessee (e.g. acknowledgement of rec ed by registered mail, or any other means providing proof of delivery).	
To reply to this notice, the lessee r (www.rdl.gouv.qc.ca), at all of the	may use the model of reply proposed by the Régie du logement, which is available on its w	rebsite
(www.rui.gouv.qc.cu), at an or are	e regress of by mail.	
	MODEL OF REPLY	
LESSEE'S REPLY TO A NOTICE OF	F RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE (art. 19	45 C.C.Q.)
Notice to		
name or ressor of mandata	Address of lessor or mandatary	
Address of leased dwelling		
	OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE, I Notes that have	DTIFY YOU THAT:
(choose one of the three response		
I accept the renewal of the lease		
	ations and I am renewing my lease.	
	e and will vacate the dwelling upon termination of the lease.	
underwent a change of dest	he dwelling is located in a cooperative of which the lessee is a member, or in a buildir tination five years ago or less, and if the lessee refuses one or more modifications, the se (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).	ig that was erected or elessee must move
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).



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.). In addition, Revenu Québec may require the schedule in order to grant a lessee a tax credit for home-support services.

The provisions pertaining to the rights and obligations of lessors and lessees 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 (AHSSS) 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, laundy 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 Lessere of the lease provides for services of a personal nature to be provided to the lesses, 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 dwelling, as well as the part of the rent that relates to the cost of the services that are provided for in the lease, in this schedule or in a separate contract, and that were provided to the lessee before he or she vacated the dwelling, if the lessee vacated it for one of the following reasons:

- he or she is allocated a dwelling in low-rental housing; or
 he or she is relocated in an equivalent dwelling corresponding to
- ne or sne is relocated in an equivalent dwelling corresponding to his or her needs, following a decision of the tribunal; or
- he or she can no longer occupy his or her dwelling because of a handicap; or
- if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party, or
- if he or she has died, in which case the notice of resiliation may be given by one of the persons provided for by law (see the particular respecting death in the mandatory lease forms); or
- 6. if the person is a senior permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care and services are provided, 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 AHSSS, which defines the term "private seniors' residence". Only an operator who has obtained certification or a temporary certificate of compliance 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 AHSSS, the lease may be resiliated or the lessee relocated (arts. 346.0.18 and 346.0.20.2 to 346.0.20.4 of the AHSSS).

= Services for independent elderly persons

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

= Services for semi-independent elderly persons

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

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

COMPLIANCE WITH THE LEASE

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

CHARTER OF HUMAN RIGHTS AND FREEDOMS

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

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

Régie du logement

1 of 3

May not be reproduced

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. Check off if included in the lease. TYPE OF RESIDENCE RECREATION SERVICES ACCESS TO RECREATIONAL ACTIVITIES PRIVATE SENIORS' RESIDENCE OFFERING SERVICES FOR: - specify: = independent persons SOCIAL DIRECTOR = semi-independent persons INDOOR COMMON AREAS OTHER LODGING FACILITY library - specify: shared kitchen DESCRIPTION OF PREMISES AND SERVICES = private area for receiving visitors = pool = dwelling with _ rooms = fitness room room billiard room - private home theatre room - shared = multifunctional recreation room BATHROOM = bowling alley private = reception room = shared - may be rented for \$_ = Internet room GRAB BARS/HANDRAILS other: bathroom = corridors (common areas) OUTDOOR COMMON AREAS HEATING recreation area = central system = rest area = individual control garden = pool AIR CONDITIONING = other: central system individual control = authorized personal air-conditioning system OTHER SERVICES OFFERED - type: **RELIGIOUS ACTIVITIES** TELECOMMUNICATION SERVICES - specify: telephone cable television DINING ROOM OPEN TO VISITORS = wireless Internet MEDICAL SERVICES = wired Internet specify: = other: NURSING CARE (SERVICES OFFERED BY THE LESSOR) CALL-FOR-HELP SYSTEM = nurse = fixed - specify: - hed - schedule: - bathroom = nursing assistant - washroom - specify: - other: - schedule: CARE ATTENDANT (SERVICES OFFERED BY THE LESSOR) = mobile specify: schedule: MANUAL OR POWERED WHEELCHAIR accessible dwelling SECURITY schedule: FURNITURE AND APPLIANCES (THE LESSEE HAS THE RIGHT TO BRING) = staff member household appliances - nurse - specify: - nursing assistant television - care attendant furniture - guard - specify: - receptionist - other: BALCONY = private TRANSPORTATION shared = shuttle service = other: LOCKED STORAGE SPACE - service payable on a per-use basis Yes 🗆 No 🗆 - location: LAUNDRY ROOM OTHER shared laundry room - service payable on a per-use basis Yes 🗌 No 🗆 FIEVATOR

2 of 3

PART 2 SERVICES OF A PERSONAL	. NATURE		
The lessor must specify the cost of each of the se	ervices of a personal na	ture to be provided to the lessee.	
	meal services, domest	tic help services, security services, recreation services,	personal assistance
services and nursing care.			
Services of a personal nature in addition 1 depending on the lessee's needs and whether	to those included in ar the lessee request:	this schedule may be used on a temporary or s them, at the cost provided for in the list of all th	permanent basis e services offered
that is given to the lessee or his or her repre-	esentative, if applical	ble, by the operator of a private seniors' residenc	e before entering
•		the cost indicated in the list and throughout the	term of the lease.
Check off the appropriate box for each of the	ne services selected.		
FOOD SERVICES		NURSING CARE	
MEALS number of meals per day:		NURSE - specify:	□ \$
- breakfast	\$		
- lunch	□ \$ □ \$	- number of hours:	
- supper	□ \$	NURSING ASSISTANT	□ \$
 type of meals: daily specials 	□ \$	- specify:	
- à la carte meals	□ \$ <u> </u>	- number of hours:	
- special diet meals	□ \$		
- specify:	_	CARE ATTENDANT - specify:	□ \$
	_	- specify	
= breakfast from to _		- number of hours:	
Iunch from to		TOTAL MONTHLY COST:	s
supper from to _		TOTAL MONTHET COST.	· · · ·
SNACKS	□\$	DOMESTIC HELP SERVICES	
sNACKS = number of snacks per day:	_	LAUNDRY	
- schedule:		household linen times a week or times a month	□ \$
MEALS AND SNACKS ARE SERVED:		= clothing	¢
in the dining-room		times a week or times a month	□ \$
 in the cafeteria in the dwelling or room 	□ \$	HOUSEKEEPING	
5		= cleaning of dwelling or room	
TOTAL MONTHLY COST:	\$	times a week or times a month	□ \$
PERSONAL ASSISTANCE SERVICES		- specify:	
EATING ASSISTANCE	□ \$		
- specify:	_	TOTAL MONTHLY COST:	\$
	_	OTHER SERVICES OFFERED	
ASSISTANCE WITH DAILY PERSONAL HYGIENE = daily hygiene	□\$	HELP WITH GETTING AROUND	□ \$
- specify:	L] \$	- specify:	
= bathing	\$		
times a week		ESCORT SERVICE	
e dressing - specify:	□ \$	 medical appointments errands 	□ \$ □ \$
= other:	\$		
	_	SECURITY DEVICE (for persons at risk of wandering)	□ \$
MEDICATION	_	- specify:	
= distribution of medication	□ \$	ASSISTANCE FOR COMPLETING FORMS RELATED TO TI	IF TAY
administration of medication	□\$ □\$	CREDIT FOR HOME-SUPPORT SERVICES FOR SENIOR	
- specify:	_	OTHER:	□ \$
	_		
INVASIVE CARE SERVICES INVOLVED IN ASSISTA WITH ACTIVITIES OF DAILY LIVING	NCE	TOTAL MONTHLY COST:	\$
- specify:		TOTAL MONTHLY COST	
	_	OF SERVICES \$	
	_	+	
TOTAL MONTHLY COST:	¢	BASIC RENT	
TOTAL MONTHET COST.	*	(see mandatory lease form) \$	
		TOTAL RENT \$	
CICHATUREC	_	101AL REN1 3	
SIGNATURES			
Signature of lessor (or his or her mandatary)	Day Month Year		Month Year
Signature of lessor (of his of her mandatary)	Jay wonth Year	anginature or ressee (or rils or ner mandatary) Day	
Signature of lessor (or his or her mandatary)	Day Month Year	Signature of lessee (or his or her mandatary) Day	Month Year
· · · · · · · · · · · · · · · · · · ·			
Other signatory (e.g. witness or other)	Day Month Year	Person to contact in case of emergency (name, address and tele	ephone No.)

3 of 3

Régie du logement Québec 53 53 w ww.rdl.gouv.qc.ca Montréal area: 514 873-BAIL* Elsewhere in Québec: 1 800 683-BAIL* 'An automated information service is available around the doct	M in the Cas	ANDATORY WRITING
RÉGIE DU LOGEMENT MANDATORY FORM TWO COPI	ES	
When the lease is oral, the lessor must give this form to the le	-	-
A BETWEEN THE LESSOR (WRITE LEGIBLY)	AND THE LESSEE (WRITE LEGIBLY)
Name	Name	
No. Street Apt.	No. Street	Apt.
Municipality Postal code	Municipality	Postal code
Telephone No. Other telephone No. (cell phone)	Telephone No.	Other telephone No. (cell phone)
Email address	Email address	
Name	Name	
No. Street Apt.	No. Street	Apt.
Municipality Postal code	Municipality	Postal code
Telephone No. Other telephone No. (cell phone)	Telephone No.	Other telephone No. (cell phone)
Email address	Email address	
Where applicable, represented by:	I	
ADDRESS OF LEASED DWELLING		
No. Street	Apt. Munic	
The names indicated in the lease must be those that the lesso in the <i>Civil Code of Québec</i> generally	r and the lessee are legally a refers to the owner of the ir	uthorized to use. The term "lessor" nmovable.
B RENT (arts. 1855, 1903 and 1904 C.C.Q.)		
	Per month 🗌 Per we	
If the lease includes services of a personal nature, complete Sch	edule 6 to the lease: Ser	vices Offered to the Lessee by the Lessor.
C RESTRICTIONS ON THE RIGHT TO HAVE THE RENT The lessor and the lessee may not apply to the Régie du logemen of the rent or for the modification of another condition of the le the following situations applies: The dwelling is located in an immovable erected five years ago or less	nt for the fixing ase if one of	ASE MODIFIED (art. 1955 C.C.Q.) 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 lesse requested by the lessor, such as an increase in the rent, must vacate the dwelling upon
The immovable became ready for babitation on		termination of the lease (particulars Nos. 48 and 50).
OR The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.		If neither of the two boxes opposite is checked off and if the lesser refuses a modification in his or her lease requested by the lessor and wishes to con- tinue to live in the dwelling, the lease is then renewed.
The immervable became ready for babitation on Level 1 to have the conditions of the lease fixed for		
The immovable became ready for habitation on L Day Month Year].	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).
Day Month Year However, the tribunal may rule on any other application concerning the	ease (e.g. decrease in rent	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).).
Day Month Year However, the tribunal may rule on any other application concerning the I D NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts.	ease (e.g. decrease in rent 1896 and 1950 C.C	The lessor may apply to the Règie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 50 and 51).), Q.)
Day Month Year However, the tribunal may rule on any other application concerning the	ease (e.g. decrease in rent 1896 and 1950 C.C or sublease is entered ff. 12 months	The lessor may apply to the Rêgie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 50 and 51).), (0.) 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 sublesse is entered into, apply to the Régie du logement to have the rent fixed.
Day Month Year However, the tribunal may rule on any other application concerning the I I <td> ease (e.g. decrease in rent 1896 and 1950 C.C or sublease is entered ff. 12 months gement</td> <td>The lessor may apply to the Rêgie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 50 and 51).). (0.) 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 sublesse is entered into, apply to the Rêgie du logement to have the rent fixed. If the lessor did not give such notice at the time he lessor or the sublessee may, within two months after the beginning of the lease, apply to the Rêgie</td>	 ease (e.g. decrease in rent 1896 and 1950 C.C or sublease is entered ff. 12 months gement	The lessor may apply to the Rêgie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 50 and 51).). (0.) 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 sublesse is entered into, apply to the Rêgie du logement to have the rent fixed. If the lessor did not give such notice at the time he lessor or the sublessee may, within two months after the beginning of the lease, apply to the Rêgie
Day Month Year However, the tribunal may rule on any other application concerning the I D NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. Mandatory notice to be given by the lessor at the time the lease into, except when one of the two boxes in Section C is checked o I hereby notify you that the lowest rent paid for your dwelling during the preceding the beginning of your lesse, or the rent fixed by the Régie du l during that period, was \$	ease (e.g. decrease in rent 1896 and 1950 C.C or sublease is entered ff. 12 months gement your lease are the same.	The lessor may apply to the Rêgie du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 50 and 51)

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 lessors and lessees. 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 at for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Cull Cool of Oubbec* 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 Chatter, 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, secula 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
- a dwenning 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 to the lease, Services Offered to the Lessee by the Lessor, shall be completed. 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. 1829 and 1892.1 C.C.Q.)

ENTERING INTO THE LEASE

DWELLING

 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

 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 lesso
- a condition mining the nability of the lesson 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.O.):
- a condition in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.O.);

a condition whereby the lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C C Q):

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

In addition, the lessor may give notice that the lease is not being renewed where the lessee has subleased the dwelling for more than 12 months and where the lessee lived alone and has died (art. 1944 C.C.O.).

9. The right to maintain occupancy may be extended to certain persons where cohabitation with the lesse ceases or where the lesse 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 lesses (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, on 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 lesse 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.).

ne, the see and occord occord

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 lessor and the lessee 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 O)

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, ase is resiliated automatically (arts. 1913 and 1914 C C O)

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.O.).

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 suffers serious prejudice as a result (arts. 1863 and 1971 C.C.O.)

LIABILITY OF SPOUSES AND CO-LESSEES Liability of persons who are married

or in a civil union 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 her unwillingness to be bound for the debt his or (arts 397 and 521 6 C C O)

Liability of co-lessees and surety

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

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

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

Suretyship 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 stillease (arts. 1525 and 2352 C.C.Q.). ly stipulated in the

ENJOYMENT OF PREMISES

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

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 insur ance premiums of the lessor (art. 1919 C.C.O.).

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 destina-

tion of the dwelling (art. 1856 C.C.O.). 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 dition. Where the lessor carries out wo 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.O.).

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.O.).

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 reason able 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 navable 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 be-

tween 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.O.).

00000000 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

 The rease 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 ratified 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.O.)

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.).

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 8 (art. 1942 C.C.Q.). 49. The lessor hall, 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 Regie 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

- recepts 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.q.c.a).

Fixing of conditions of the lease

by the Régie du logement

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

Agreement on modifications

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 reposses 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). An indemnity may be payable (arts. 1965 and 1967 C.C.Q.).

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, falling 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
- 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.

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.

Notices

Article 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 lesse 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 lesse, is re-lessed 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.

 Article 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** When vacating the dwelling, the lessee shall remove any furniture or object other than those belonging

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

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

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 prop-

erty 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

from aging, fair wear and tear or superior force.

to the lessor (art. 1890 C.C.Q.).

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

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

The indice must be 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.

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

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

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

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

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

END OF MANDATORY PARTICULARS

	MODEL OF NOTICE
NOTICE OF RENT INCREASE AND MODIFICATION O	FANOTHER CONDITION OF THE LEASE (arts. 1942 and 1943 C.C.Q.)
Notice to Ame of lessee	Address
UPON RENEWAL OF YOUR LEASE, I INTEND TO MOI 1 – Amount of rent (check off ONE of the boxes below	
	will be increased to \$ (Indicate new rent)
Or	
	will be increased by \$ (Indicate amount of increase)
	will be increased by %. (Indicate percentage of increase)
Or Vour rent under the lease ending on	, that has given rise to an application for the fixing or review of the rent,
Day Mor	
	be determined by the ubuna.
2 - Term of lease	
Your lease will be renewed from Day Month Ye	to Day Month Year
3 – Other modification(s)	
To the lessee: IF YOU REFUSE the proposed modification ONE MONTH following its reception. Otherwise, the learners of the second	on(s) or IF YOU ARE MOVING at the end of the lease, YOU MUST REPLY to this notice WITHIN see will be renewed under the new conditions.
Name of lessor or mandatary	Address
Name of lessor of mandatary	Audress
Telephone No. Signature of lessor or ma	andatary Day Month Year
ACKNOWLEDGEMENT OF RECEIPT, IF THE NOTICE IS	S DELIVERED TO THE LESSEE BY HAND
I acknowledge receipt of this notice, on:	
Day Month Year Signature of lessee	
confirmation of delivery if delivered by registered mail,	f reply proposed by the Régie du logement, which is available on its website
	MODEL OF REPLY
LESSEE'S REPLY TO A NOTICE OF RENT INCREASE AN	ND 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	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 modification	
I refuse the proposed modifications and I am rene I am not renewing my lease and will vacate the	
If the lease mentions that the dwelling is locate	d 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 ag upon termination of the lease (see Section C of	to or less, and if the lessee refuses one or more modifications, the lessee must move
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).