

## Draft Regulation

Act respecting the Administrative Housing Tribunal  
(chapter T-15.01)

Civil Code of Québec  
(art. 1895)

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

#### — Amendment

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

The draft Regulation integrates the legislative changes that have occurred in the past years and takes into account the implementation of the Act mainly to regulate building inspections and divided co-ownership, to replace the name and improve the rules of operation of the Régie du logement and to amend the Act respecting the Société d'habitation du Québec and various legislative provisions concerning municipal affairs (2019, chapter 28).

In particular, the changes

— provide that, where no rent was paid during the 12 months preceding the beginning of the new lease, the notice to the new lessee must indicate, in addition to what is provided for in article 1896 of the Civil Code, the differences between the new lease and the previous lease with respect to the leased property, its accessories and dependencies, services offered, including services of a personal nature provided to the lessee, and the other conditions set out in those leases;

— inform the public of their rights and obligations concerning the conditions related to the repossession of a dwelling or the eviction of a lessee if the lessee or the lessee's spouse, at the time of repossession or eviction, is 70 years of age or over, has occupied the dwelling for at least 10 years and has income equal to or less than the maximum threshold qualifying the lessee or spouse for a dwelling in low-rental housing according to the By-law respecting the allocation of dwellings in low rental housing (chapter S-8, r. 1);

— inform the public of the protection provided by the Charter of human rights and freedoms (chapter C-12) with regard to all discrimination based on gender identity or expression;

— provide for other useful conditions that may be part of the lease and would enable a lessor and a lessee to agree on their rights and obligations within the framework of their contractual relationship;

— improve the form and content of the mandatory lease forms prescribed by regulation in order to make their use more convenient.

Further information on the draft Regulation may be obtained by contacting Marie-Josée Persico by email at [formulaire@tal.gouv.qc.ca](mailto:formulaire@tal.gouv.qc.ca) or by regular mail at the following address: Tribunal administratif du logement, Village Olympique, Pyramide Ouest (D), Rez-de-chaussée, bureau 2360, 5199, rue Sherbrooke Est, Montréal (Québec) HIT 3X1; telephone: 514 873-6575; fax: 514 864-3025.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Marie-Josée Persico by email at [formulaire@tal.gouv.qc.ca](mailto:formulaire@tal.gouv.qc.ca) or by regular mail at the following address: Tribunal administratif du logement, Village Olympique, Pyramide Ouest (D), Rez-de-chaussée, bureau 2360, 5199, rue Sherbrooke Est, Montréal (Québec) HIT 3X1.

ANDRÉE LAFOREST

*Minister of Municipal Affairs and Housing*

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

Act respecting the Administrative Housing Tribunal  
(chapter T-15.01, s. 108, 1st par., subpar. 5)

Civil Code of Québec  
(art. 1895, 1st par., and art. 1896, 1st par.)

**1.** Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee (chapter T-15.01, r. 3) is amended in section 1 by replacing paragraphs 4 and 5 by the following:

“(4) in Schedule 4, in the case of a dwelling not referred to in the preceding paragraphs and rented out by a cooperative operating a private seniors' residence;

“(5) in Schedule 5, in the case of a dwelling rented out by the operator of a private seniors' residence, other than a cooperative;

“(6) in Schedule 8, in the case of a dwelling rented out by a cooperative other than the cooperative referred in paragraph 4

“(7) in Schedule 9, in the case of any other dwelling.”.

**2.** Section 2 is amended

(1) by inserting “, except if the lessor is the operator of a private seniors’ residence,” after “the lessor” in the first paragraph;

(2) by inserting the following after the first paragraph:

“Where the lessor is the operator of a private seniors’ residence, the content of the mandatory form in Schedule 6 is included in the content of the mandatory forms in Schedules 4 and 5.”.

**3.** Section 4 is replaced by the following:


“4. In addition to what is provided for in article 1896 of the Civil Code, the notice to a new lessee must indicate the differences between the new lease and the previous lease with respect to the leased property, its accessories and dependencies, services offered, including services of a personal nature provided to the lessee, and the other conditions set out in those leases.”.

**4.** Schedules 1 to 7 are replaced by Schedules 1 to 9 attached to this Regulation.

**5.** This Regulation comes into force on *(insert the date occurring 8 months after the date of publication of this Regulation in the Gazette officielle du Québec)*.

**SCHEDULE 1**  
**LEASE**  
**in an Educational Institution**

**Tribunal administratif  
du logement**



www.ta1.gouv.qc.ca  
Montréal area : 514 873-BAIL\*  
Elsewhere in Québec : 1 800 683-BAIL\*

\*An automated information service is available around the clock

# LEASE

in an Educational  
Institution

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**TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES**

<b>A</b> BETWEEN THE LESSOR (WRITE LEGIBLY) (EDUCATIONAL INSTITUTION)	AND THE LESSEE (WRITE LEGIBLY) (STUDENT)
Name _____	Name _____
No. _____ Street _____ Apt. _____	No. _____ Street _____ Apt. _____
Municipality _____ Postal code _____	Municipality _____ Postal code _____
Telephone No. _____ Other telephone No. (cell phone) _____	Telephone No. _____ Other telephone No. (cell phone) _____
Email address _____	Email address _____
Represented by : _____	Where applicable, represented by : _____

The names indicated in the lease must be those that the educational institution and the student are legally authorized to use.

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

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

Address and description of the room

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The room is leased for residential purposes only.

Outdoor parking      Parking space \_\_\_\_\_

Indoor parking      Parking space \_\_\_\_\_

Furniture is leased and included in the rent.    Yes    No

Appliances	Furniture	Other
<input type="checkbox"/> Stove  <input type="checkbox"/> Microwave oven  <input type="checkbox"/> Refrigerator	<input type="checkbox"/> Table(s) _____ <small style="margin-left: 20px;">Number</small> <input type="checkbox"/> Chair(s) _____ <small style="margin-left: 20px;">Number</small> <input type="checkbox"/> Chest(s) of drawers _____ <small style="margin-left: 20px;">Number</small>	<input type="checkbox"/> Couch(es) _____ <small style="margin-left: 20px;">Number</small> <input type="checkbox"/> Armchair(s) _____ <small style="margin-left: 20px;">Number</small> <input type="checkbox"/> Bed(s) _____ <small style="margin-left: 20px;">Number      Size</small> <hr/> <hr/> <hr/>
		<input type="checkbox"/> Storage space  <input type="checkbox"/> Other <hr/>  <hr/>  <hr/>

**The educational institution and the student undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the room and the immovable.**

\_\_\_\_\_  
Initials of the educational institution's mandatary

\_\_\_\_\_  
Day      Month      Year

\_\_\_\_\_  
Initials of student

\_\_\_\_\_  
Day      Month      Year

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

**TERM**

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

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

0000000000000000

<b>D RENT</b> (arts. 1855, 1903 and 1904 C.C.Q.)																																					
<p>The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week                  The total cost of services is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week                  The total rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week</p> <p><b>DATE OF PAYMENT</b></p> <p>▪ <b>FIRST PAYMENT PERIOD</b>                  The rent will be paid on _____  <small style="margin-left: 100px;">Day      Month      Year</small></p> <p>▪ <b>OTHER PAYMENT PERIODS</b>                  The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week                  Or on _____  <small style="margin-left: 100px;">Specify</small></p> <p><b>METHOD OF PAYMENT</b></p> <p>The rent is payable in accordance with the following method of payment :  <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____</p> <p>The student agrees to give the educational institution postdated cheques for the term of the lease.  <input type="checkbox"/> Yes <input type="checkbox"/> No <small style="margin-left: 100px;">Initials of student</small></p> <p><b>PLACE OF PAYMENT</b></p> <p>The rent is payable at _____  <small style="margin-left: 100px;">Place of payment (specify if the payment is made by mail, if applicable)</small></p>	<p>Rent : The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.</p> <p><b>The educational institution may not exact any other amount of money from the student (e.g. deposit for the keys).</b></p> <p>Payment of the rent for the first payment period : At the time of entering into the lease, the educational institution may require advance payment of the rent for only the <b>first payment period</b> (e.g. the first month, the first week). The advance payment may not exceed one month's rent.</p> <p>Payment of rent for the other payment periods : The rent is payable of the <b>first day</b> of each payment period (e.g. month, week), unless otherwise agreed.</p> <p>Method of payment : The educational institution <b>may not require</b> payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.</p> <p>Proof of payment : The student is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).</p> <p>Place of payment : The rent is payable at the student's domicile, unless otherwise agreed (art. 1566 C.C.Q.).</p>																																				
<b>E SERVICES AND CONDITIONS</b>																																					
<p><b>BY-LAWS OF THE IMMOVABLE</b></p> <p>A copy of the by-laws of the immovable was given to the student <b>before</b> entering into the lease.                  Given on _____  <small style="margin-left: 100px;">Day      Month      Year</small>      <small style="margin-left: 50px;">Initials of student</small>      <small style="margin-left: 50px;">Initials of lessee</small></p> <p><b>JANITORIAL SERVICES</b></p> <p>Specify _____                  The contact information for the janitor or the person to contact in necessary is as follows :</p> <p>Name _____ Telephone No. _____                  Email address _____ Other telephone No. (cell phone) _____</p> <p><b>THE FOLLOWING SERVICES WILL BE BORNE BY :</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Educational institution</th> <th style="width: 10%; text-align: center;">Student</th> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">Educational institution</th> <th style="width: 10%; text-align: center;">Student</th> </tr> </thead> <tbody> <tr> <td>Heating of room</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Laundry</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil</td> <td></td> <td></td> <td>Wired Internet access</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Electricity (other than for heating)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Wireless Internet access</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hot water (use fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Telephone</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Snow and ice removal</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><b>CONDITION</b></p> <p>The student is allowed to <b>smoke</b>.      Yes <input type="checkbox"/>      No <input type="checkbox"/>      <small style="margin-left: 100px;">Specify _____</small></p> <p><b>OTHER CONDITIONS</b></p> <p>_____</p>		Educational institution	Student		Educational institution	Student	Heating of room	<input type="checkbox"/>	<input type="checkbox"/>	Laundry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Wired Internet access	<input type="checkbox"/>	<input type="checkbox"/>	Electricity (other than for heating)	<input type="checkbox"/>	<input type="checkbox"/>	Wireless Internet access	<input type="checkbox"/>	<input type="checkbox"/>	Hot water (use fees)	<input type="checkbox"/>	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	<input type="checkbox"/>	Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>				<p>By-laws of the immovable : The rules to be observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.</p> <p><b>If such by-laws exist, the educational institution 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.).</b></p> <p style="border: 1px solid black; padding: 2px;"><b>The by-laws may not contradict the lease or violate the law.</b></p> <p>Assessment of the condition of premises : In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the student is presumed to have received the room in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).</p>
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<b>F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED</b> (art. 1955 C.C.Q.)																																					
<p><b>The educational institution and the student may not apply to the Tribunal administratif 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 :</b></p> <p><input type="checkbox"/> The room is located in an immovable erected five years ago or less.                  The immovable became ready for habitation on _____  <small style="margin-left: 100px;">Day      Month      Year</small></p> <p><b>OR</b></p> <p><input type="checkbox"/> The room is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.                  The immovable became ready for habitation on _____  <small style="margin-left: 100px;">Day      Month      Year</small></p> <p>However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	<p><b>If one of the two boxes opposite is checked off</b> 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 increase in rent, <b>must vacate</b> the room upon termination of the lease (particulars Nos. 42 and 44).</p> <p><b>If neither of the two boxes opposite is checked off</b> and if the student refuses a modification in his or her lease requested by the educational institution and wishes to continue to live in the room, the lease is then renewed. The education institution may apply to the Tribunal administratif du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 44 and 45).</p>																																				



<b>G</b>	<b>NOTICE TO A NEW STUDENT</b> (arts. 1896 and 1950 C.C.Q.)				
<p><b>Mandatory notice to be given by the educational institution at the time the lease is entered into, except when one of the two boxes in section F is checked off.</b></p> <p>Please select the situation that applies:</p> <p><input type="checkbox"/> (1) I am notifying you that the lowest rent paid for your room in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ _____.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p style="text-align: center;"><b>OR</b></p> <p><input type="checkbox"/> (2) I am notifying you that no rent has been paid during the twelve months prior to the beginning of your lease. The last rent was paid on _____ in the amount of \$ _____.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p><b>Regardless of which situation applies, please indicate if:</b></p> <p>The leased property, the services offered by the education institution and the terms of your lease are the same.</p> <p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If the "No" box is checked off, the following changes have been made (e.g. addition or removal of a service) :</p> <p>_____</p> <p>_____</p>					
<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 40%;">Signature of the educational institution's mandatory</td> <td style="border: none; width: 20%; text-align: center;">  Day   Month   Year  </td> <td style="border: none; width: 40%;">Signature of student (or his or her mandatory)</td> <td style="border: none; width: 20%; text-align: center;">  Day   Month   Year  </td> </tr> </table>		Signature of the educational institution's mandatory	Day   Month   Year	Signature of student (or his or her mandatory)	Day   Month   Year
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<b>H</b>	<b>SIGNATURES</b>				
<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 40%;">Signature of the educational institution's mandatory</td> <td style="border: none; width: 20%; text-align: center;">  Day   Month   Year  </td> <td style="border: none; width: 40%;">Signature of student (or his or her mandatory)</td> <td style="border: none; width: 20%; text-align: center;">  Day   Month   Year  </td> </tr> </table> <p><b>Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. surety).</b></p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____</p> <p>Address of signatory _____   Day   Month   Year  </p>		Signature of the educational institution's mandatory	Day   Month   Year	Signature of student (or his or her mandatory)	Day   Month   Year
Signature of the educational institution's mandatory	Day   Month   Year	Signature of student (or his or her mandatory)	Day   Month   Year		
<p><b>The educational institution must give the student a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).</b></p>					

If situation (1) applies and if the new student pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease is entered into, apply to the Tribunal administratif du logement to have the rent fixed.

If the educational institution did not give such notice at the time of the lease was entered into, the new student may, within two months after the beginning of the lease, apply to the Tribunal administratif du logement to have his or her rent fixed.

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.

**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 educational institution-lessors and student-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.), and the specific rules pertaining to leases in an educational institution contained in articles 1979 to 1983.

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

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

Except if the size of the room justifies it, an educational institution may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant. Nor can it so act for the sole reason that the person has exercised his or her rights under the

chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the Tribunal Administratif du logement* (art. 1899 C.C.Q.).

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

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Tribunal administratif 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, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the

use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

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

**Access to 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*.

**ENTERING INTO THE LEASE**

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

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

**Clauses of the lease**

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



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

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

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

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

The following clauses are also without effect:

- a clause limiting the liability of the educational institution or releasing it from an obligation (art. 1900 C.C.Q.);
  - a clause that renders the student liable for damage caused without the student's fault (art. 1900 C.C.Q.);
  - a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.);
  - a clause whereby the student acknowledges that the room is in good habitable condition (art. 1910 C.C.Q.);
  - a clause providing for the total payment of the rent if the student fails to pay an instalment (art. 1905 C.C.Q.);
  - a clause limiting the right of the student to purchase property or obtain services from such persons as the student chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.);
4. The student may apply to the Tribunal administratif du logement to have a clause in the lease recognized as abusive, in which case the clause may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).

#### RIGHT TO MAINTAIN OCCUPANCY

5. The student has a **personal right to maintain occupancy in his or her room** (art. 1936 C.C.Q.).

The student may be evicted from his or her room only in certain cases provided for by law, including:

- resiliation of the lease for non-performance of obligations (art. 1863 C.C.Q.);
  - resiliation of the lease if the student ceases to be a full-time student, ends his or her studies or ceases to be enrolled in the educational institution (arts. 1982 and 1983 C.C.Q.);
6. A student who leases a room in an educational institution is entitled to maintain occupancy for any period during which he or she is enrolled in the educational institution as a full-time student (art. 1979 C.C.Q.).

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

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

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

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

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

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

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

12. Pursuant to article 1974.1 of the *Civil Code of Québec*, a student may also resiliate his or her lease

if the student's safety is threatened because of the **violent behaviour** of a spouse or former spouse or because of a **sexual aggression**, even by a third party.

#### New lessor

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

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

#### Non-payment of rent

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

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

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

16. On the date fixed for the delivery of the room, the educational institution shall deliver it in a good state of repair in all respects. However, the 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 Tribunal administratif du logement (art. 1865 C.C.Q.).

29. The student may, without the authorization of the Tribunal administratif 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 it is necessary for the student to vacate the room temporarily, the educational institution shall offer him or her an indemnity equal to the reasonable expenses the student will have to incur during the work. Such indemnity is payable to the student on the date he or she vacates the room.

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

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

If the student fails to reply within 10 days after receiving the notice requiring him or her to vacate the room temporarily, the student is deemed to have refused to vacate the premises. If the student refuses to vacate or fails to reply, the educational institution may, within 10 days after such refusal, apply to the Tribunal administratif 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 Tribunal administratif du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

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

**ACCESS TO AND VISIT OF PREMISES**

31. To exercise rights of access to the room, the educational institution and the student are bound to act in good faith:

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

32. The educational institution may have access to the room during the lease:

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

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

33. A student who has not given a notice of renewal of his or her lease or who exercises his or her right to resiliate the lease shall allow the educational institution to show the room to prospective lessees during the month preceding the end of the lease. Visits shall take place between 9 a.m. and 9 p.m. The student shall also allow the institution to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

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

34. The student may require the presence of a representative of the educational institution during a visit to or a verification of the room (art. 1932 C.C.Q.).

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

Where the student denies access to the room for a reason other than those provided for by law, the educational institution may file an application with the Tribunal administratif 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 recipient is not prejudiced by the non-compliance with these requirements.

**RENEWAL AND MODIFICATION OF LEASE****Renewal of lease**

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

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

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

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

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

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

- in the case of a room:
  - between 10 and 20 days before the lease expires, regardless of its duration;
- in the case of a dwelling:
  - between three and six months before the lease expires if its term is 12 months or more;
  - between one and two months before the lease expires if its term is less than 12 months.

43. The educational institution shall, in the notice of modification, indicate to the student:

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

**Reply to a notice of modification (arts. 1945 and 1980 C.C.Q.)**

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

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

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

If the student refuses the modification(s), he or she is entitled to remain in the room and the lease is renewed. However, the Tribunal administratif 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 Tribunal administratif du logement**

45. The educational institution has one month, after receiving the reply of a student who refuses the modifications, to apply to the Tribunal administratif du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the educational institution does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

**ASSIGNMENT AND SUBLEASING**

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

**SURRENDER OF ROOM UPON TERMINATION OF THE LEASE**

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

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

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

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



**SCHEDULE 2**  
**LEASE**  
**for a Dwelling in Low-Rental Housing**

**Tribunal administratif  
du logement**



www.ta1.gouv.qc.ca  
Montréal area : 514 873-BAIL\*  
Elsewhere in Québec : 1 800 683-BAIL\*  
\*An automated information service is available around the clock.

# LEASE

for a Dwelling  
in Low-Rental Housing

**TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES**

**A BETWEEN (WRITE LEGIBLY)**

**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 \_\_\_\_\_

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

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

Telephone No. \_\_\_\_\_ Other telephone No. (cell phone) \_\_\_\_\_

Email address \_\_\_\_\_

Where applicable, represented by : \_\_\_\_\_

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

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

Address

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

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

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

The term of the lease is \_\_\_\_\_ . From \_\_\_\_\_ to \_\_\_\_\_

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

**D RENT (arts. 1855, 1903 and 1904 C.C.Q.)**

The rent is \$ \_\_\_\_\_  Per month  Per week

The total cost of services is \$ \_\_\_\_\_  Per month  Per week

The total rent is \$ \_\_\_\_\_  Per month  Per week

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

Where applicable, enter the cost of services of a personal nature in Schedule 6 to the lease : Services Offered to the Lessee by the Lessor.

**DATE OF PAYMENT**

▪ **FIRST PAYMENT PERIOD**  
The rent will be paid on \_\_\_\_\_ .  
Day Month Year

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

**METHOD OF PAYMENT**

The rent is payable in accordance with the following method of payment :

Cash  Cheque  Electronic bank transfer  Other \_\_\_\_\_ .

The lessee agrees to give the lessor postdated cheques for the term of the lease.  
 Yes  No \_\_\_\_\_

**PLACE OF PAYMENT**

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

Rent : The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less. However, the rent may vary during the term of the lease in accordance with articles 1992 and 1994 C.C.Q (particulars Nos. 13 and 14).

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

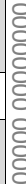
Payment of the rent for the first payment period : At the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent.

Payment of rent for the other payment periods : The rent is payable of the first day of each payment period (e.g. month, week), unless otherwise agreed.

Method of payment : The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.

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 the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).



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

**BY-LAWS OF THE IMMOVABLE**

A copy of the by-laws of the immovable was given to the lessee **before** entering into the lease.

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

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

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

**The by-laws may not contradict the lease of violate the law.**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The lessee is allowed to smoke.  Yes  No \_\_\_\_\_  
Specify

The lessee has a right of access to the land.  Yes  No \_\_\_\_\_  
Specify

The lessee has the right to keep one or more animals.  Yes  No \_\_\_\_\_  
Specify

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

Initials of lessor's mandatory \_\_\_\_\_ Day Month Year Initials of lessee Initials of lessee Day Month Year

**F SCHEDULES**

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

**G SIGNATURES**

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

The lessees undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).  Yes  No \_\_\_\_\_  
Initials of lessee Initials of lessee

**Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. another lessee).**

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

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

**H NOTICE OF FAMILY RESIDENCE (arts. 403 and 521.6 C.C.Q.)**

A lessee who is **married** or in a **civil union** may not, without the written consent of his or her spouse, terminate the lease where the lessor has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to lessor**

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

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

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

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

## PARTICULARS

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

## GENERAL INFORMATION

These particulars describe most of the rights and obligations of the 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.) and the specific rules pertaining to dwellings in low-rental housing contained in articles 1984 to 1995.

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

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

Except if the size of the dwelling justifies it, a lessor may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he or she so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the Tribunal administratif 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 Tribunal administratif 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, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

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

**Access to 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*.

## Schedule 6

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 of the immovable**

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

**Clauses of the lease**

2. The lessor and the lessee may agree on various clauses, but they may not disregard, by means of a clause in the lease, the provisions of public order under a statute or those of the regulations respecting the Société d'habitation du Québec.

The legal rules contained in particulars Nos. 18, 19 and 54 to 56 are suppletive, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868, 1869, 1883, 1892 to 1939, 1941 to 1944, 1946, 1948, 1956, 1959 to 1961, 1965 to 1978 and 1984 to 1995 of the Code are without effect.

For instance :

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

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

The following clauses are also without effect:

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

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

## RIGHT TO MAINTAIN OCCUPANCY

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

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

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

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

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

**New lessor**

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

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

**Death**

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

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

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

In all cases, if the lessee received services of a personal nature, whether or not he or she lived alone, the liquidator, the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts. 1936 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 unfit for habitation, i.e. if it is in such a condition as to be a serious danger to the health or safety of its occupants or the public. The lessee may refuse to take possession of such a dwelling. In such case, the lease is resiliated automatically (arts. 1913 and 1914 C.C.Q.).

## RENT

### Fixing of the rent

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

### Reduction of rent during the term of the lease

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

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

### Non-payment of rent

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

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

## LIABILITY OF SPOUSES AND CO-LESSEES

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

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

### Liability of co-lessees

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

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

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

## ENJOYMENT OF PREMISES

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

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

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

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

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

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

## MAINTENANCE OF DWELLING AND REPAIRS

### Obligation of maintenance

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

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

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

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

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

### Urgent and necessary repairs

**29.** The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property, but he or she retains, according to the circumstances, 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 Tribunal administratif du logement (art. 1865 C.C.Q.).

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

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

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

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

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

The notice shall indicate the nature of the work, the date on which it is to begin, an estimation of its duration and, where applicable, the necessary period of vacancy, the indemnity offered and any other conditions under which the work will be

carried out, if it is of such a nature as to cause a substantial reduction of the enjoyment of the premises by the lessee.

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

If the lessee fails to reply within 10 days after receiving the notice requiring him or her to vacate the dwelling temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the Tribunal administratif 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 Tribunal administratif du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

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

## ACCESS TO AND VISIT OF DWELLING

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

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

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

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

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

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

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

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

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

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

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

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

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

## NOTICES

39. Every notice relating to the lease, given by the lessor (e.g. notice of modification of the conditions of the lease) or by the lessee (e.g. notice of resiliation of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1895 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 recipient is not prejudiced by the non-compliance with these requirements.

## RENEWAL AND MODIFICATION OF LEASE

## Renewal of lease

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

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

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

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

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

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

## Non-renewal of lease by the lessee

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

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

## Contestation of a notice of modification

45. A lessee who has received a notice of modification of a condition of the lease other than the rent has one month after receiving the notice to apply to the Tribunal administratif du logement for a ruling on the merits of the modification. Otherwise, he or she is deemed to consent to the new conditions (art. 1993 C.C.Q.).

## Fixing of the rent

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

## Agreement on modifications

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

## RESILIATION OF LEASE BY THE LESSEE

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

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

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

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 released 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 released during that same period.

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

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

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

## ASSIGNMENT AND SUBLEASING

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

## RELOCATION OF LESSEE

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

If the lessor refuses to re-enter the lessee's name or enters it on the list for a category of dwelling other than that to which he or she is entitled, the lessee may apply to the Tribunal administratif 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 Tribunal administratif du logement for a review of the decision within one month after receiving the lessor's notice (art. 1990 C.C.Q.).

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

## SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

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

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

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

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

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

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

**SCHEDULE 3**  
**LEASE**  
**of Land Intended for the Installation of**  
**a Mobile Home**

**Tribunal administratif  
du logement**



# LEASE

of Land Intended for  
the Installation of a  
Mobile Home

www.tal.gouv.qc.ca  
Montréal area : 514 873-BAIL\*  
Elsewhere in Québec : 1 800 683-BAIL\*

\*An automated information service is available around the clock.

**TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES**

**A | BETWEEN (WRITE LEGIBLY)**

**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 _____ No. Street Apt. _____ Municipality Postal code _____ Telephone No. Other telephone No. (cell phone) _____ Email address _____ Where applicable, represented by : _____	Name _____ No. Street Apt. _____ Municipality Postal code _____ Telephone No. Other telephone No. (cell phone) _____ Email address _____ Where applicable, represented by : _____
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**The names indicated in the lease must be those that the lessor and the lessee are legally authorized to use.  
The term "lessor" in the Civil Code of Québec generally refers to the owner of the land.**

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

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

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

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

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

The land is leased for residential purposes only.  Yes  No

If the "No" box is checked off, the land is leased for the combined purposes of housing and \_\_\_\_\_, but no more than one-third of the total area will be used for that second purpose (art. 1892 C.C.Q.).

Specify (e.g. professional activities, commercial activities)

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

**Other accessories and dependencies**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**FIXED TERM LEASE**

The term of the lease is \_\_\_\_\_.

Specify number of weeks, months or years

From \_\_\_\_\_ to \_\_\_\_\_

Day Month Year Day Month Year

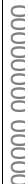
**INDETERMINATE TERM LEASE**

The term of the lease is indeterminate,

beginning on \_\_\_\_\_

Day Month Year

**Neither the lessor nor the lessee may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 51).  
However, they may terminate the lease by mutual consent.**





<p><b>D   RENT</b> (art. 1855, 1903 and 1904 C.C.Q.)</p> <p>The rent is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week                  The total cost of services is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week                  The total rent is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week</p> <p><b>DATE OF PAYMENT</b></p> <p>▪ <b>FIRST PAYMENT PERIOD</b>                  The rent will be paid on _____.  <small>Day Month Year</small></p> <p>▪ <b>OTHER PAYMENT PERIODS</b>                  The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week                  Or on _____.  <small>Specify</small></p> <p><b>METHOD OF PAYMENT</b></p> <p>The rent is payable in accordance with the following method of payment :  <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____.</p> <p>The student agrees to give the educational institution postdated cheques for the term of the lease.  <input type="checkbox"/> Yes <input type="checkbox"/> No _____  <small>Initials of student</small></p> <p><b>PLACE OF PAYMENT</b></p> <p>The rent is payable at _____.  <small>Place of payment (specify if the payment is made by mail, if applicable)</small></p>	<p>Rent : The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.</p> <p>A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months (art. 1906 C.C.Q.).</p> <p><b>The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).</b></p> <p>Payment of the 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 <b>first payment period</b> (e.g. the first month, the first week). The advance payment may not exceed one month's rent.</p> <p>Payment of rent for the other payment periods: The rent is payable of the <b>first day</b> of each payment period (e.g. month, week), unless otherwise agreed.</p> <p>Method of payment : The lessor <b>may not require</b> payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.</p> <p>Proof of payment : The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).</p> <p>Place of payment : The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).</p>
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<p><b>E   SERVICES AND CONDITIONS</b></p> <p><b>BY-LAWS OF THE IMMOVABLE</b></p> <p>A copy of the by-laws of the immovable was given to the lessee <b>before</b> entering into the lease.                  Given on _____.  <small>Day Month Year Initials of student Initials of lessee</small></p> <p><b>WORK AND REPAIRS</b></p> <p>The work and repairs to be done by the lessor and the timetable for performing them are as follows :</p> <p>▪ <b>Before the delivery of the land</b> _____                  _____</p> <p>▪ <b>During the lease</b> _____                  _____</p> <p><b>SERVICES AND CONDITIONS</b></p> <p>The lessee is allowed to <b>smoke</b>. <input type="checkbox"/> Yes <input type="checkbox"/> No _____  <small>Specify</small></p> <p>The lessee has the right to keep <b>one or more animals</b>. <input type="checkbox"/> Yes <input type="checkbox"/> No _____  <small>Specify</small></p> <p>Other (e.g. water and sewer services, snow and ice removal)                  _____                  _____</p> <p>The contact information for the supervisor of the mobile home park or the person to contact if necessary is as follows :</p> <p>Name _____ Telephone No. _____                  Email address _____ Other telephone No. (cell phone) _____</p>	<p>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 the common premises.</p> <p><b>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</b> (art. 1894 C.C.Q.).</p> <p><b>The by-laws may not contradict the lease or violate the law.</b></p> <p>Work and repair : On the date fixed for the delivery of the land, the lessor must deliver it in a good state of repair in all aspects. 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.).</p> <p><b>However, the lessor may not release himself of 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 at 1996 C.C.Q.).</b></p> <p>Assessment of the condition of premises : In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the land in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).</p>
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<p><b>F   RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED</b> (art. 1955 C.C.Q.)</p> <p>The lessor and the lessee may not apply to the Tribunal administratif du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies :</p> <p><input type="checkbox"/> The land was developed for residential purposes five years ago or less, i.e. on _____.  <small>Day Month Year</small></p> <p><b>OR</b></p> <p><input type="checkbox"/> The use of the land for residential purposes results from a change of destination that was made five years ago or less.</p> <p>Date of change of destination _____.  <small>Day Month Year</small></p> <p>However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	<p><b>If one of the two boxes opposite is checked off</b> 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 rent, <b>must vacate</b> the land upon termination of the lease (particulars Nos. 39 and 41).</p> <p><b>If neither of the two boxes opposite is checked off</b> and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue to lease the land, the lease is then renewed. The lessor may apply to the Tribunal administratif du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 41 and 42).</p>
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**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.**  
Please select the situation that applies:

(1) I am notifying you that the lowest rent paid for your land in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ \_\_\_\_\_.

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

**OR**

(2) I am notifying you that no rent has been paid during the twelve months prior to the beginning of your lease. The last rent was paid on \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

Day    Month    Year

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

**Regardless of which situation applies, please indicate if:**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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**H SIGNATURES**

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

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

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

The lessees undertake to be solidarily liable for the lease (**particulars Nos. 11 and 12**).     Yes     No

Initials of lessee    Initials of lessee

**Any other person who signs the lease must clearly indicate in what capacity he or she is doing so** (e.g. another lessor, another lessee, surety).  
(Particular No. 12)

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

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

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

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

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

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**I NOTICE OF FAMILY RESIDENCE** (arts. 403 and 521.6 C.C.Q.)

A lessee who is **married** or in a **civil union** may not, without the written consent of his or her spouse, terminate the lease where the lessor has been notified, by either of the spouses, that the land leased is used as the family residence.

**Notice to lessor**

I hereby declare that I am **married** to or in a **civil union** with \_\_\_\_\_.

Name of spouse

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

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

## PARTICULARS

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

## GENERAL INFORMATION

These particulars describe most of the rights and obligations of educational institution-lessors and student-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.), 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 land, whether or not they are included in the lease of the land or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

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

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

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the Tribunal administratif 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, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

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

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

The lessor shall comply with the prescriptions of this Act.

## ENTERING INTO THE LEASE

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

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

**Clauses of the lease**

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

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

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

For instance, no one may, in the lease:

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

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

The following clauses are also without effect:

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

## RIGHT TO MAINTAIN OCCUPANCY

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

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

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

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

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

**New lessor**

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

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

**Death**

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

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

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

**Non-payment of rent**

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

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

## LIABILITY OF SPOUSES AND CO-LESSEES

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

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

**Liability of co-lessees and surety**

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

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

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

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 C.C.Q.).

## ENJOYMENT OF PREMISES

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

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

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

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

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

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

## MAINTENANCE OF LAND AND REPAIRS

**Obligation of maintenance**

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

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

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

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

**Land unfit for habitation**

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

24. The lessee may abandon the land if it becomes unfit for habitation. In such case, he or she shall

inform the lessor of the condition of the land before abandoning it or within the following 10 days (art. 1915 C.C.Q.).

#### Urgent and necessary repairs

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

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

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

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

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

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

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

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

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

If the lessee fails to reply within 10 days after receiving the notice requiring him or her to vacate the land temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the Tribunal administratif 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 Tribunal administratif du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

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

#### ACCESS TO AND VISIT OF LAND

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

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

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

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

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

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

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

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

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

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

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

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

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

#### NOTICES

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

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

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

#### RENEWAL AND MODIFICATION OF LEASE

##### Renewal of lease

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

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

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

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

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

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

##### Modification of lease

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

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

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

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

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

- accepts the requested modification(s); or
- refuses the requested modification(s) and will continue to occupy the land (see "Exception" below); or
- will vacate the land upon termination of the lease. If the lessee fails to reply, this means that he or she accepts the modification(s) requested by the lessor.

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

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

A model of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and a model of the lessee's reply to such notice are found at the end of these particulars and on the Tribunal administratif du logement's website ([www.tal.gouv.qc.ca](http://www.tal.gouv.qc.ca)).

#### Fixing of conditions of the lease by the Tribunal administratif du logement

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

#### Agreement on modifications

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

#### Contestation of an adjustment of rent

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

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

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

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

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

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

Beneficiaries may be:

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

A lessor may not repossess the land of a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the repossession:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

Despite that, the lessor may repossess the land if the lessor meets one or more of the following conditions:

- the lessor is 70 years of age or over and wishes to repossess the land to live on it;
- the beneficiary of the repossession is 70 years of age or over;
- the lessor is an owner-occupant 70 years of age or over and wishes to have a beneficiary under 70 years of age reside on the same land as him or her.

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

The notice shall contain the following:

- the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the lessor, if any;
- the date fixed for the repossession;
- the content of article 1959.1 C.C.Q.

The lessor may evict the lessee to divide the land, enlarge it substantially or change its destination. The notice shall indicate the date of and the reason for the eviction and respect the time periods presented in Table D (arts. 1959 to 1961 C.C.Q.). The notice must also reproduce the content of article 1959.1 C.C.Q.

The lessor may not evict a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the eviction:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

A lessee who objects to the repossession of the land or to eviction from it shall do so in accordance with the rules provided for in the Civil Code of Québec (see Tables C and D). An indemnity may be payable (arts. 1965 and 1967 C.C.Q.).

#### ASSIGNMENT AND SUBLEASING

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

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

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

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

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

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

50. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the land before receiving notice of 10 days to that effect from the

sublessor or, failing him or her, from the lessor (art. 1940 C.C.Q.).

#### RESILIATION OF LEASE BY THE LESSEE

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

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

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

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

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

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

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

measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act promptly.

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

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

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

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

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

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

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

#### MOBILE HOME SITUATED ON LAND

55. The lessor of the land may not:

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

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

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

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

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

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

TABLE B	Step 1 : Notice by lessor	Step 2 : Lessee's reply	Step 3 : Application to the Tribunal administratif 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 lessee's refusal. Otherwise, the lease is renewed of right on the same conditions.
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	If the lessee fails to reply, he or she is deemed to have accepted the modification.	
Lease with an indeterminate term	Between 1 and 2 months before proposed modification	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 Tribunal administratif du logement by owner-lessor
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the owner-lessor's notice. If the lessee fails to reply, he or she is deemed to have refused to vacate the land.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
Lease of 6 months or less	1 month before termination of the lease		
Lease with an indeterminate term	6 months before intended date of repossession		

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

TABLE D	Step 1 : Application to the Tribunal administratif du logement	Step 2 : Application to the Tribunal administratif 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 agreed to vacate the land.
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	If the lessee objects, the lessor shall show the tribunal that he or she truly intends to divide, enlarge or change the destination of the land and that he or she is permitted to do so by law.

END OF MANDATORY PARTICULARS

MODEL OF NOTICE

**NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with articles 1942 and 1943 of the *Civil Code of Québec*. It must be sent to each of the lessees individually. The lessor should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessee name \_\_\_\_\_  
 Lessee name \_\_\_\_\_  
 Address of leased land \_\_\_\_\_

Upon renewal of your lease, I intend to modify the following condition(s) :

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

- Your current rent of \$ \_\_\_\_\_ will be increased to \$ \_\_\_\_\_. (Enter the new rent)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \$ \_\_\_\_\_. (Enter the amount of increase)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_\_%. (Enter the percentage increase)
- OR
- Your rent under the lease ending on \_\_\_\_\_, currently the subject of an application to review or fix the rent, will be increased by \_\_\_\_\_% of the rent to be determined by the Tribunal.

**Term of lease**

Your lease will be renewed from \_\_\_\_\_ to \_\_\_\_\_  
Year Month Day Year Month Day

**Other modification(s)** (state the proposed modifications, e.g. : garage, heating)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**To the lessee :** IF YOU REFUSE the modification(s) or YOU ARE MOVING at the end of the lease, YOU MUST RESPOND to this notice ONE MONTH of its receipt. Otherwise, the lease will be renewed under the new conditions.  
 A response template provided by the Tribunal administratif du logement is available on the Tribunal's website (www.tal.gouv.qc.ca/en) , from your local Tribunal office or by mail.

Lessor or mandatory name \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Lessor or mandatory signature \_\_\_\_\_ Year Month Day \_\_\_\_\_

Confirmation of receipt, if the lessee is served the notice in person

I confirm that I received this notice on :

\_\_\_\_\_  
Year Month Day Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 \_\_\_\_\_  
Year Month Day Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

RESPONSE TO A NOTICE MODEL

**LESSEE'S RESPONSE TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with article 1945 of the *Civil Code of Québec*. It must be sent to the lessor(s). The lessee should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessor name \_\_\_\_\_  
 Lessor name \_\_\_\_\_  
 Address of leased land \_\_\_\_\_

In response to your notice of rent increase and modification of another condition of the lease, I hereby inform you that (check off ONE of the boxes below) :

- I accept the renewal of the lease with the modifications.
- I refuse the proposed modifications and am renewing the lease.
- I am not renewing my lease and I will vacate the land at the end of the lease.

If the lease mentions that the land was developed for residential purposes or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).

\_\_\_\_\_  
Year Month Day Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 \_\_\_\_\_  
Year Month Day Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

Confirmation of receipt, if the lessor is served the notice in person

I confirm that I received this notice on :

\_\_\_\_\_  
Year Month Day Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_  
 \_\_\_\_\_  
Year Month Day Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_

**SCHEDULE 4**  
**LEASE of a dwelling in a private seniors'**  
**residence (COOPERATIVE)**





**By-laws of the immovable**

The by-laws of the immovable are part of the lease if a copy is given to the lessee **before** entering into the lease. The by-laws of the immovable may not contradict the lease or violate the law.

A copy of the by-laws of the immovable was given to the lessee on 

Jour	Mois	Année

\_\_\_\_\_  
Initials of the lessee                      \_\_\_\_\_  
Initials of the lessee

**List of personal services offered**

Before entering into the lease, the cooperative must give the lessee a list indicating all of the services offered and their respective cost. The cooperative undertakes to maintain, throughout the term of the lease, all of the services that were offered at the time the parties entered into the lease.

The list indicating all of the services offered by the cooperative and their cost was given to the lessee on

Jour	Mois	Année

                      \_\_\_\_\_  
Initials of the lessee                      \_\_\_\_\_  
Initials of the lessee

**Conditions of accommodation of persons with disabilities**

Before entering into the lease, the cooperative must give the lessee a document indicating the cooperative's limits regarding its possibility of accommodating persons with certain disabilities. The cooperative undertakes to maintain, throughout the term of the lease, the possibility of accommodating persons who do not exhibit these disabilities at the time they enter into the lease.

The document indicating the cooperative's limits regarding its possibility of accommodating persons with certain disabilities was given to the lessee on

Jour	Mois	Année

                      \_\_\_\_\_  
Initials of the lessee                      \_\_\_\_\_  
Initials of the lessee

**Janitor**

The contact information for the janitor or the person to contact if necessary is as follows:

\_\_\_\_\_  
Name    Telephone    Email address

**Other conditions or restrictions**

The lessee has:

- a right of access to the land. ....  Yes  No
- a right to keep one or more animals. ....  Yes  No
- the right to smoke in the dwelling .....  Yes  No
  - Specify: \_\_\_\_\_
- access to a bathroom .....  Private  Common
- Other (examples: antenna, barbecue, air conditioner, clothesline): \_\_\_\_\_

**Parking and storage included with the dwelling**

- Outdoor parking/Number of spaces/Location: \_\_\_\_\_
- Indoor parking/Number of spaces/Location: \_\_\_\_\_
- Shed or storage space/Specify: \_\_\_\_\_

**Appliances included with the dwelling**

- Stove
- Microwave oven
- Refrigerator
- Dishwasher
- Washer
- Dryer

**Furniture**

- Table(s)
- Chair(s)
- Bed(s)
- Bedding
- Chest(s) of drawers
- Couch(es)
- Armchair(s)
- Television(s)
- Other: \_\_\_\_\_



**3 Services related to the dwelling**

The costs of the following services will be borne by:

	the cooperative	the lessee
Heating		
___ Electricity ___ Gas ___ Fuel oil	<input type="checkbox"/>	<input type="checkbox"/>
Air conditioning		
___ Central system ___ Individual control	<input type="checkbox"/>	<input type="checkbox"/>
Electricity (other than heating)	<input type="checkbox"/>	<input type="checkbox"/>
Gas (other than heating)	<input type="checkbox"/>	<input type="checkbox"/>
Hot water	<input type="checkbox"/>	<input type="checkbox"/>
<b>Telecommunications services</b>		
Telephone	<input type="checkbox"/>	<input type="checkbox"/>
Cable TV _____	<input type="checkbox"/>	<input type="checkbox"/>
Internet _____	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Maintenance</b>		
Snow removal	<input type="checkbox"/>	<input type="checkbox"/>
___ Parking area	<input type="checkbox"/>	<input type="checkbox"/>
___ Balcony	<input type="checkbox"/>	<input type="checkbox"/>
___ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>
___ Stairs	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

The following services, accessories and appurtenances are included in the lease

<p><b>GRAB BARS AND HANDRAILS</b></p> <p>Bathroom <input type="checkbox"/></p> <p>Corridors (common areas) <input type="checkbox"/></p> <p><b>HELP ALERT SYSTEM (MANDATORY)</b></p> <p>Stationary <input type="checkbox"/></p> <p>Mobile <input type="checkbox"/></p> <p><b>WHEELCHAIR OR ELECTRIC WHEELCHAIR</b></p> <p>Building wheelchair accessible <input type="checkbox"/></p> <p>Dwelling wheelchair accessible <input type="checkbox"/></p> <p>Adapted dwelling <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>OTHER MOTORIZED MOBILITY ASSISTANCE (FOUR-WHEEL SCOOTER)</b></p> <p>Building wheelchair accessible <input type="checkbox"/></p> <p>Dwelling wheelchair accessible <input type="checkbox"/></p> <p>Adapted dwelling <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>FURNITURE AND APPLIANCES (that the LESSEE cannot BRING)</b></p> <p>Specify: _____</p>	<p><b>BALCONY</b></p> <p>Private <input type="checkbox"/></p> <p>Common <input type="checkbox"/></p> <p><b>LOCKED STORAGE SPACE</b></p> <p>Location: _____ <input type="checkbox"/></p> <p><b>LAUNDRY ROOM</b></p> <p>Common laundry room <input type="checkbox"/></p> <p>Service payable on each use Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>ELEVATOR</b> <input type="checkbox"/></p> <p><b>ACCESS TO RECREATIONAL ACTIVITIES</b> <input type="checkbox"/> <b>FACILITATOR</b> <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>COMMON AREAS AVAILABLE INDOORS</b> <input type="checkbox"/></p> <p><b>COMMON AREAS AVAILABLE OUTDOORS</b> <input type="checkbox"/></p> <p><b>AVAILABILITY OF AN ACTIVITY (RECREATION) ROOM</b> <input type="checkbox"/></p> <p><b>DINING ROOM ACCESSIBLE TO VISITORS</b> <input type="checkbox"/></p> <p><b>MEDICAL SERVICES</b> <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>SECURITY</b> <input type="checkbox"/></p> <p>Schedule: _____</p> <p>Qualified person <input type="checkbox"/></p> <p>Nurse <input type="checkbox"/></p> <p>Licensed practical nurse <input type="checkbox"/></p> <p>Attendant <input type="checkbox"/></p> <p>Guard <input type="checkbox"/></p> <p>Receptionist <input type="checkbox"/></p> <p>Other: _____ <input type="checkbox"/></p> <p><b>TRANSPORTATION</b> <input type="checkbox"/></p> <p>Shuttle service <input type="checkbox"/></p> <p>Other: _____ <input type="checkbox"/></p> <p>Service payable on each use Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>OTHER:</b> _____</p> <p>Specify: _____</p>
--	--

It is mandatory to complete the Schedule of services of a personal nature to be provided to the lessee on page 7.

During the term of the lease, the cooperative must offer and maintain the above-mentioned services and those provided for in the Schedule of services of a personal nature to be provided to the lessee, (article 1895.1 C.C.Q.).



**4 Term of lease**

**Fixed term lease**

The term of the lease is (Specify number of weeks, months or years)

From \_\_\_\_\_ to \_\_\_\_\_

**Indeterminate term lease**

Beginning on 

Jour	Mois	Année

Neither the cooperative nor the lessee may terminate the lease unilaterally, except in the cases provided for by law. However, they may terminate the lease by mutual consent.

Pursuant to the law, a lessee may resiliate his or her lease if, 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, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

The resiliation takes effect two months after a notice is sent to the cooperative or one month after the notice is sent if the lease is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree or when the dwelling, having been vacated by the lessee, is re-leased during that same period. The notice shall be sent with an attestation from the authority concerned (e.g. operator of the private seniors' residence), to which is attached a certificate from an authorized person (e.g. healthcare professional) stating that the conditions requiring admission to the facility have been met.

The lessee is only required to pay that part of the rent that relates to services of a personal nature provided to the lessee before he or she vacated the dwelling, whether or not such services were provided by the cooperative under a contract separate from the lease.

**5 Rent payable**

**The total rent payable is calculated by adding the amount of the rent to the amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee (article 1895.1 C.C.Q.).**

Amount of rent	+	Amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee	=	Total rent	
\$ _____		\$ _____		\$ _____	<input type="checkbox"/> per month <input type="checkbox"/> per week

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

**When to pay the rent**

The cooperative must receive your **payments** on the 1<sup>st</sup> day of the month.  
Or on (specify) \_\_\_\_\_

The cooperative may require advance payment for the rent for only the first payment period. The advance payment may not exceed one month's rent.

**The first rent** is paid in advance:  Yes  No

If "Yes" is checked off, the payment date of the first rent is fixed at 

Jour	Mois	Année

The lessee benefits from a rent subsidy program.  Yes  No

**How to pay the rent**

The cooperative may not **require** payment by means of a postdated cheque or any other a preauthorized payment for payment of the rent. If the lessee accepts this method of payment, he or she authorizes the cooperative to deduct only the payment of the rent.

The lessee accepts to provide postdated payment items for the term of the lease.  Yes  No

\_\_\_\_\_  
Initials of the lessee

\_\_\_\_\_  
Initials of the lessee



The rent is payable in accordance with the following method of payment:

- Cash
- Cheques
- Postdated cheques
- Electronic bank transfer
- Preauthorized payment (authorization limited to payment of the rent)
- Credit card
- Postal money orders
- Money order or bank draft
- Other (specify): \_\_\_\_\_

You are entitled to a receipt.

When the agreed method of payment provides for preauthorized payments, the authorization is valid only for payment of the rent and for no other reason.

**6 Renewal and modification of the conditions of the lease**

The lessee is entitled to automatic renewal of his or her lease when it ends. However, at the time of this renewal, the cooperative may modify the conditions of the lease, for example, by increasing the rent. To do this, the cooperative must give the lessee a written notice within the periods provided by law, presented in the following table:

**When must the cooperative inform you?**

Lease of 12 months or more	Between 3 and 6 months before desired termination of the lease
Lease of less than 12 months	Between 1 and 2 months before desired termination of the lease
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease
Room only	Between 10 and 20 days before termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term.

**In its notice, the cooperative must indicate:**

- All the modifications requested (for example: the new rent, the new term of the lease, etc.).
- The one-month period, commencing upon receipt of the notice, granted to the lessee to refuse the requested modifications.

**Lessee's reply to the notice of modification of lease or rent increase**

If the lessee fails to reply to the notice within the period provided, this is equivalent to accepting the modifications proposed by the cooperative. If the lessee refuses the proposed modifications, but informs the cooperative of his or her intention to remain in the dwelling, the cooperative then, within one month of receipt of the reply, may file an application for modification of the conditions of the lease and/or fixing of the rent at the Tribunal administratif du logement. If the cooperative fails to file such an application within the period provided, the lease is renewed on the previous conditions.

**Attention!** The lessee has the right to refuse the requested modification, while remaining in the dwelling, except in the following cases:

**Restriction of the right to fixing of rent and modification of the lease**

**The lessee who refuses the requested modification of the lease and/or the rent increase proposed by the cooperative in its notice SHALL VACATE the dwelling upon termination of the lease if the dwelling is located in a cooperative that was erected or that changed its destination 5 years ago or less. To be applicable, this restriction must be indicated on the lease.**

Is the dwelling located in an immovable that was erected that changed its destination five years ago or less?  Yes

If yes, indicate the date when this condition begins: \_\_\_\_\_  
Date

If the box is not checked off, the lessee may refuse a modification of the lease or a rent increase proposed by the cooperative without having to vacate his or her dwelling.

If the box is checked off, the lessee who refuses the modification of the lease proposed by the cooperative must vacate the dwelling upon termination of the lease. However, this does not prevent the Tribunal administratif du logement from ruling on any other application concerning the lease (e.g. nullity of a clause, decrease of rent, damages).

\_\_\_\_\_  
Initials of the lessee Date

Find all this information in the Code civil du Québec (C.C.Q.), articles 1941 to 1947 and 1955.

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\_\_\_\_\_  
Initials of the Cooperative Initials of the Lessee



**7 Notice to a new lessee**

**Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, EXCEPT WHEN THE DWELLING IS LOCATED IN AN IMMOVABLE THAT WAS ERRECTED OR THAT CHANGED ITS DESTINATION FIVE YEARS AGO OR LESS, OR THAT WAS LEASED BY A COOPERATIVE TO ONE OF ITS MEMBERS.**

Please choose the situation that applies:

- I am notifying you that the lowest rent paid for your dwelling in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was:

	Amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee	+		=		Total rent	
Amount of rent							<input type="checkbox"/> per month
\$ _____	\$ _____					\$ _____	<input type="checkbox"/> per week

- If no rent has been paid in the 12 months prior to the beginning of the lease, the last rent was paid on \_\_\_\_\_ in the amount of:

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

Jour	Mois	Année

Regardless of which situation applies, please indicate if the leased property, the services offered by the cooperative and the conditions of your lease are the same:

Yes  No

If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating):

\_\_\_\_\_

Signature of the cooperative's representative	Date						
	<table style="display: inline-table; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 20px;"></td> <td style="border-bottom: 1px solid black; width: 20px;"></td> <td style="border-bottom: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="font-size: 8px; text-align: center;">Jour</td> <td style="font-size: 8px; text-align: center;">Mois</td> <td style="font-size: 8px; text-align: center;">Année</td> </tr> </table>				Jour	Mois	Année
Jour	Mois	Année					
Signature of the lessee (or his or her mandatory)	Signature of the lessee (or his or her mandatory)						
	Date						
	<table style="display: inline-table; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 20px;"></td> <td style="border-bottom: 1px solid black; width: 20px;"></td> <td style="border-bottom: 1px solid black; width: 20px;"></td> </tr> <tr> <td style="font-size: 8px; text-align: center;">Jour</td> <td style="font-size: 8px; text-align: center;">Mois</td> <td style="font-size: 8px; text-align: center;">Année</td> </tr> </table>				Jour	Mois	Année
Jour	Mois	Année					

If **situation (1)** applies and 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 is entered into, apply to the Tribunal administratif du logement to have the rent fixed.

If the new cooperative 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 Tribunal administratif du logement to have his or her rent fixed.

The new lessee or the sublessee, except if he or she is a member of the cooperative, may also make such application within two months after the day he or she becomes aware of a false statement in the notice.

**8 Signatures**

Signature of the cooperative's representative: \_\_\_\_\_

Jour	Mois	Année

Signature of the lessee (or his or her mandatory) \_\_\_\_\_

Jour	Mois	Année

Signature of the lessee (or his or her mandatory) \_\_\_\_\_

Jour	Mois	Année

**9 Notice of family residence**

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

**Notice to the cooperative**

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

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

Jour	Mois	Année

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Signature of lessee or lessee's spouse

**Schedule of services of a personal nature to be provided to the lessee (article 1895.1 C.C.Q.)**

The cooperative has the obligation to indicate the cost attributable to each of the services of a personal nature to be provided to the lessee. These services are included, in particular, in the following categories of services: meal, domestic help, security, personal assistance or nursing care services.

Personal services in addition to those indicated in this Schedule may be used temporarily or permanently in consideration of the lessee's needs and at his or her request, at the costs provided for on the list of all the services offered, given to the lessee or his or her representative, as applicable, by the cooperative that operates a private seniors' residence, before entering into the lease. The cooperative undertakes to provide these services at the same costs as those indicated on this list, throughout the term of the lease. If a service of a personal nature cannot be provided by the cooperative, it may not be billed to the lessee. The two parties may agree on an alternative in case of reimbursement; this agreement must be in writing and signed by both parties.

The cooperative must also maintain in place, at all times, sufficient qualified staff to respond adequately to the agreed offer of services and the commitments made regarding the lessees.

Check off the appropriate box for the chosen services. Specify the cost attributable to each of these services.

	COST OF 2 <sup>ND</sup> PERSON (SPOUSE OR CO-LESSEE)	COST OF 2 <sup>ND</sup> PERSON (SPOUSE OR CO-LESSEE)
<b>FOOD SERVICES</b>		
<b>MEALS</b>		
<input type="checkbox"/> Number of daily meals _____		
<input type="checkbox"/> Breakfast \$ _____ \$ _____		
<input type="checkbox"/> Lunch \$ _____ \$ _____		
<input type="checkbox"/> Supper \$ _____ \$ _____		
<input type="checkbox"/> Type of menus _____		
<input type="checkbox"/> Daily menus \$ _____ \$ _____		
<input type="checkbox"/> A la carte menus \$ _____ \$ _____		
<input type="checkbox"/> Dietetic menus \$ _____ \$ _____		
- Specify: _____		
<b>SNACKS</b>		
<input type="checkbox"/> Number of snacks per day \$ _____ \$ _____		
<b>TOTAL MONTHLY COST:</b>	\$ _____	\$ _____
<b>MONTHLY COST EXCLUDING FOOD AND BEVERAGES</b>	\$ _____	\$ _____
<b>PERSONAL ASSISTANCE SERVICES</b>		
<b>EATING ASSISTANCE</b>	\$ _____	\$ _____
<input type="checkbox"/> Specify: _____		
<b>DAILY HYGIENE ASSISTANCE</b>		
<input type="checkbox"/> Daily hygiene \$ _____ \$ _____		
- Specify: _____		
<input type="checkbox"/> Bathing \$ _____ \$ _____		
_____ times a week		
<input type="checkbox"/> Dressing \$ _____ \$ _____		
- Specify: _____		
<input type="checkbox"/> Other: _____ \$ _____ \$ _____		
<b>'INCONTINENCE MANAGEMENT</b>	\$ _____	\$ _____
<input type="checkbox"/> Specify: _____		
<b>MEDICATION</b>		
<input type="checkbox"/> Distribution of medication \$ _____ \$ _____		
<input type="checkbox"/> Administration of medication \$ _____ \$ _____		
<input type="checkbox"/> Management of medication \$ _____ \$ _____		
- Specify: _____		
<b>INVASIVE CARE FOR ASSISTANCE WITH ACTIVITIES OF DAILY LIVING</b>	\$ _____	\$ _____
<input type="checkbox"/> Specify: _____		
<b>TOTAL MONTHLY COST:</b>	\$ _____	\$ _____
<b>OTHER:</b>		
_____		
_____		
_____		
_____		
_____		
_____		
_____		
_____		
<b>NURSING CARE</b>		
<b>NURSE</b>	\$ _____	\$ _____
<input type="checkbox"/> Specify: _____		
- Frequency: _____		
- Number of hours: _____		
<b>LICENSED PRACTICAL NURSE</b>	\$ _____	\$ _____
<input type="checkbox"/> Specify: _____		
- Frequency: _____		
- Number of hours: _____		
<b>Domestic or personal living assistance service RESIDENT CARE ATTENDANT</b>	\$ _____	\$ _____
<input type="checkbox"/> Specify: _____		
- Frequency: _____		
- Number of hours: _____		
<b>TOTAL MONTHLY COST:</b>	\$ _____	\$ _____
<b>DOMESTIC HELP SERVICES</b>		
<b>LAUNDRY</b>		
<input type="checkbox"/> Bedding _____ time(s) per week or _____ time(s) per month \$ _____		
<input type="checkbox"/> Clothing _____ time(s) per week or _____ time(s) per month \$ _____		
<b>HOUSEKEEPING</b>	\$ _____	\$ _____
<input type="checkbox"/> Cleaning the dwelling or the room _____ time(s) per two weeks \$ _____		
Specify: _____		
<b>TOTAL MONTHLY COST:</b>	\$ _____	\$ _____
<b>OTHER SERVICES OFFERED</b>		
<b>ASSISTANCE WITH MOBILITY</b>	\$ _____	\$ _____
<input type="checkbox"/> Specify: _____		
<b>ACCOMPANIMENT SERVICE</b>		
<input type="checkbox"/> Medical visits \$ _____ \$ _____		
<input type="checkbox"/> Errands \$ _____ \$ _____		
<b>SAFETY ALERT DEVICE (risk of wandering)</b>	\$ _____	\$ _____
<input type="checkbox"/> Specify: _____		
<small>(Safety alert devices for clients at risk of wandering must be supplied by the cooperative except in situations when a resident is waiting for relocation.)</small>		
<input type="checkbox"/> ASSISTANCE FILLING IN HOME SUPPORT TAX CREDIT FORMS \$ _____ \$ _____		
<b>OTHER:</b>	\$ _____	\$ _____
<b>TOTAL MONTHLY COST:</b>	\$ _____	\$ _____
<b>TOTAL MONTHLY COST OF SERVICES included \$</b>		
<b>+ BASE RENT</b>		



	(see mandatory lease form)	\$ _____
	<b>TOTAL RENT</b>	\$ _____

**Signatures**

_____ Signature of the cooperative's officer (or representative)	 Day Month Year	_____ Signature of the lessee ((or his or her mandatary))	 Day Month Year
		_____ Signature of the lessee ((or his or her mandatary))	 Day Month Year
_____ Other signatory (examples: witness or other)	 Day Month Year	_____ Person to contact in case of emergency (name, address and telephone No.)	

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. another lessee, surety).

Name: \_\_\_\_\_

Indicate in what capacity: \_\_\_\_\_

Address of signatory: \_\_\_\_\_

ADDITION OF SERVICES DURING THE LEASE			
- Service to be added:	_____	Specify: _____	Cost: \$ _____
- Service to be added:	_____	Specify: _____	Cost: \$ _____
- Service to be added:	_____	Specify: _____	Cost: \$ _____
- Service to be added:	_____	Specify: _____	Cost: \$ _____
Signature of the cooperative's officer (or representative): _____		Date: _____	
Signature of the lessee (or his or her mandatary) _____		Date: _____	
Signature of the lessee (or his or her mandatary) _____		Date: _____	

WITHDRAWAL OF SERVICES DURING THE LEASE			
- Service to be withdrawn:	_____	Specify: _____	Cost: \$ _____
- Service to be withdrawn:	_____	Specify: _____	Cost: \$ _____
- Service to be withdrawn:	_____	Specify: _____	Cost: \$ _____
- Service to be withdrawn:	_____	Specify: _____	Cost: \$ _____
Signature of the cooperative's officer (or representative): _____		Date: _____	
Signature of the lessee (or his or her mandatary) _____		Date: _____	
Signature of the lessee (or his or her mandatary) _____		Date: _____	





## 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 cooperatives 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.).

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.).

A cooperative may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant has exercised his or her rights under the chapter entitled "Lease" of the Civil Code of Québec or under the Act respecting the Administrative Housing Tribunal (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 Tribunal administratif 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, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. **The Charter also protects seniors and handicapped persons against any form of exploitation.**

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

## Access to documents and protection of personal information

The cooperative shall comply with the prescriptions of the Act respecting the Protection of personal information in the private sector.

## ENTERING INTO THE LEASE

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

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

## Clauses of the lease

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

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

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

For instance, no one may, in the lease:

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

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

The following clauses are also without effect:

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

4. The lessee may apply to the Tribunal administratif 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.).

4.1 Two or more lessees of the same cooperative may also address the Tribunal by means of a joint application when this application has the sole purpose of obtaining a reduction of rent based on the default of the cooperative to provide one or more of the same services included in their respective lease, or to obtain recognition of the nullity, for a reason of public order, of clauses that have substantially the same effect or that are stipulated in their respective lease (art. 57.0.1 to 57.0.4 of the Act respecting the Administrative Housing Tribunal).

## RIGHT TO MAINTAIN OCCUPANCY

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

The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the repossession of the dwelling, eviction and the resiliation of the lease by the cooperative.

In addition, the cooperative may give notice that the lease is not being renewed where the lessee has

subleased the dwelling for more than 12 months and where the lessee lived alone and has died (art. 1944 C.C.Q.).

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

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

## New lessor

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

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

## Death

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

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

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

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

## Non-payment of rent

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

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

## LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil union

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

## Liability of co-lessees and surety

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

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

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

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 C.C.Q.).

#### ENJOYMENT OF PREMISES

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

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

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

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

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

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

#### MAINTENANCE OF DWELLING AND REPAIRS

##### Obligation of maintenance

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

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

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

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

##### Dwelling unfit for habitation

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

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

##### Urgent and necessary repairs

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

In the case of urgent repairs, the cooperative may require the lessee to vacate the property temporarily, without notice and without Tribunal administratif du logement

authorization from the Tribunal administratif du logement (art. 1865 C.C.Q.).

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

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

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

##### Major non-urgent work

(art. 1922 à 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 Tribunal administratif 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 Tribunal administratif du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

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

#### ACCESS TO AND VISIT OF DWELLING

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

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

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

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

In all three cases, the cooperative shall notify the lessee verbally 24 hours in advance. In the case of major work, the period for giving notice differs (arts. 1896, 1931 and 1932 C.C.Q.).

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

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

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

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

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

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

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

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

#### NOTICES

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

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

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

#### RENEWAL AND MODIFICATION OF LEASE

##### Renewal of lease

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

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

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

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

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

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

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**Modification of lease**

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

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

- the modification(s) requested;
- the new term of the lease, if the cooperative wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if the cooperative 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 Tribunal administratif du logement;
- the time granted to the lessee to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

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

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

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

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

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:** The lessee who refuses the requested modifications shall vacate the dwelling upon termination of the lease if the dwelling is located in a cooperative that was erected or that changed its destination 5 years ago or less (art. 1955 C.C.Q.). To be applicable, this restriction must be indicated on the lease.

**Fixing of conditions of the lease by the Tribunal administratif du logement**

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

**Agreement on modifications**

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

**Contestation of an adjustment of rent**

44. Where a lease with a term of more than 12 months contains a clause providing for an adjustment of the rent, the lessee or the cooperative may 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 Tribunal administratif du logement within one month following the date on which the adjustment is to take effect (art. 1949 C.C.Q.).

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

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

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

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

Beneficiaries may be:

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

A lessor may not repossess the dwelling of a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the repossession:

- the lessee is 70 years of age or over;
- the lessee has occupied the dwelling for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

Despite that, the lessor may repossess the dwelling if the lessor meets one or more of the following conditions:

- the lessor is 70 years of age or over and wishes to repossess the dwelling to live on it;
- the beneficiary of the repossession is 70 years of age or over;
- the lessor is an owner-occupant 70 years of age or over and wishes to have a beneficiary under 70 years of age reside in the same dwelling as him or her.

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

The notice shall contain the following:

- the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the lessor, if any;
- the date fixed for the repossession;
- the content of article 1959.1 C.C.Q.

The cooperative 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.). The notice must also reproduce the content of article 1959.1 C.C.Q.

The cooperative may not evict a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the eviction:

- the lessee is 70 years of age or over;
- the lessee has occupied the dwelling for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

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**

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 to the cooperative (art. 1873 C.C.Q.).

A lessee who subleases all or part of his or her dwelling binds himself or herself to the sublessee,

but is not released from his or her obligations to the cooperative (art. 1870 C.C.Q.).

47. 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.).

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

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

49. 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.).

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 cooperative (art. 1940 C.C.Q.).

**RESILIATION OF LEASE BY THE LESSEE**

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

- he or she is allocated a dwelling in low-rental housing; or
- he or she can no longer occupy the dwelling because of a handicap; or
- in the case of a senior, he or she is permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a cooperative 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:

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

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

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

- 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 sworn statement that there exists a situation involving violence or sexual aggression, and other

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

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

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

#### **SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE**

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

When vacating the dwelling, the lessee shall remove any furniture or object other than those belonging to the cooperative (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 ageing, fair wear and tear or superior force.

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

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

If they cannot be removed without deteriorating the dwelling, the cooperative may retain them by paying the value thereof or compel the lessee to remove them and to restore the property to the condition in which he or she received it.

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

#### **COOPERATIVE OPERATING A PRIVATE SENIORS' RESIDENCE**

55. A cooperative operating a private seniors' residence must obtain a certificate of compliance under the AHSS, which defines the term "private seniors' residence". Only the cooperative, having obtained a certificate or temporary certificate of compliance, may use this appellation.

To retain this certificate, the cooperative must comply with a set of health and social service criteria and operating standards. They are defined in the Regulation respecting the certification of private seniors' residence. In particular, they concern the rights of the lessees, the exchange of information between the cooperative and the lessees regarding their health and safety, medication and liability insurance.

56. The cooperative, more specifically, must ensure that the lessees and their close relations are treated with courtesy, fairness and understanding. To ensure the health and safety of the lessees, it must also ensure that the cooperative and the land on which it is located are maintained in good condition. The same applies to the appliances and equipment required for the delivery of the care and personal assistance services, which must be used safely and appropriately.

57. In order to favour the socialization of the lessees and prevent situations of isolation, the cooperative must offer them different activities, particularly organized, varied facilitation or entertainment activities adapted to their profile.

The cooperative must post visibly, in an accessible place, a calendar of the scheduled activities, for

consultation by the lessees and their close relations.

#### **Service intended for independent elderly persons**

58. A category 1 cooperative, with services addressing independent elderly persons, offers various services included in at least two of the following categories of services: meal services, security services, recreation services or domestic help services except, in the latter case, medication distribution;

59. A category 2 cooperative, with services addressing independent elderly persons, offers, in addition to domestic help services including as a minimum medication distribution, at least one service included in any of the following categories of services: meal services, security services or recreation services;

60. Moreover, a category 1 or 2 cooperative must give the person who wishes to reside there or his or her mandatory, as applicable, a document that must mention, in particular, that it offers no nursing or personal assistance service.

#### **Service intended for semi-independent elderly persons**

61. A category 3 cooperative, with services addressing semi-independent elderly persons, offers, in addition to at least one service in the category of personal assistance services, at least one service included in any of the following categories of services: meal services, security services, recreation services or domestic help services;

62. A category 4 cooperative, with services addressing semi-independent seniors, offers, in addition to and at least one service in the category of nursing care, at least one service included in any of the following categories of services: meal services, security services, recreation services, domestic help services or personal assistance services.

It should be noted that nursing care falls under the practice of a professional activity by a nurse or a licensed practical nurse, according to the empowering statute or regulation, or by any other person who is authorized for this purpose pursuant to a statute or regulation.

63. The same cooperative may offer services intended both for independent and semi-independent elderly persons. Some conditions apply.

#### **SERVICES OFFERED TO THE LESSEE BY THE COOPERATIVE**

64. A cooperative that offers services in addition to those indicated in the lease, including, must indicate them in the Schedule provided in the form in accordance with articles 1892.1 and 1895 of the Civil Code of Québec (C.C.Q.). This Schedule may also be required by Revenu Québec to grant a tax credit for home support.

65. The provisions concerning the rights and obligations of cooperatives and lessees, which are found in articles 1851 to 2000 C.C.Q., and certain provisions concerning persons living in a private seniors' residence, according to the Act respecting health services and social services (AHSS) and the Regulation respecting the certification of private seniors' residence, apply not only to the dwelling or the room leased, but also to the services (for example: meals, nursing care, laundry), accessories and appurtenances.

66. The cooperative may not, by a clause of the lease, limit 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 the lessee sees fit (art. 1900 C.C.Q.).

#### **PERSONAL SERVICES OFFERED TO THE LESSEE**

67. When the lease provides for services of a personal nature to be provided to the lessee, the cooperative must enter in the lease the portion of the rent pertaining to the cost of each of these services. The same applies to the nursing care services or personal assistance services necessitated by the lessee's state of health.

#### **COMPLIANCE WITH THE LEASE**

68. The cooperative, before entering into the lease, shall determine with the person who wishes to live there or his or her representative, as applicable, all of the services he or she wishes to obtain. During the term of the lease, the cooperative shall offer and maintain the services provided for in the lease and in its Schedule, or in a distinct contract, without an increase in the cost or a decrease in the quality of services. The cost of these services may be included in the rent or be payable according to another method provided for in the lease and its Schedule or in a distinct contract.

69. The cooperative must inform the lessees of their right to formulate a complaint directly concerning the services received or receivable from the cooperative, to the local Complaints and Quality Assurance Commissioner of the Integrated Health and Social Services Centre concerned.

The cooperative must make available, in a place accessible to the lessees and their visitors, the information concerning the exercise of this right and the information necessary for them to file a complaint.

#### **RESILIATION OR RELOCATION**

70. In certain cases and on the conditions provided for in the AHSS, the lease may be resiliated or the lessee may be relocated arts. 346.0.18 and 346.0.20.2 to 346.0.20.4 of the AHSS.



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

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

STEPS OF MODIFICATION OF THE LEASE AND NOTICE PERIODS (arts. 1942, 1945 and 1947 C.C.Q.)

TABLE B	Step 1 Notice from the cooperative	Step 2 Lessee's reply	Step 3 Application to the Tribunal administratif du logement by the cooperative
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	1 month after receipt of the notice of modification If the lessee does not reply, he or she is deemed to have accepted the modification.	1 month after receipt of the lessee's refusal. Otherwise, the lease is renewed of right on the previous conditions
Less of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months before the proposed modification		
Lease of a room	Between 10 and 20 days before termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term.	See reference 41. Exception	

STEPS OF REPOSESSION OF THE DWELLING AND NOTICE PERIODS (arts. 1960, 1962 and 1963 C.C.Q.)

TABLE C	Step 1 Notice from the lessor	Step 2 Lessee's reply	Step 3 Application to the Tribunal administratif du logement by the lessor
Lease for more than 6 months	6 months before termination of the lease	1 month after receipt of the notice from the lessor  If the lessee does not reply, he or she is deemed to have refused to vacate the dwelling.	1 month after the lessee's refusal or the expiry of the lessee's time limit to reply
Lease of less than 6 months	1 months before termination of the lease		
Lease with an indeterminate term	6 months before the date fixed for repossession of the dwelling		

STEPS OF EVICTION FOR SUBDIVISION, ENLARGEMENT OR CHANGE OF DESTINATION AND NOTICE PERIODS (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1 Notice from the cooperative	Step 2 Contestation to the Tribunal administratif du logement by the lessee
Lease for more than 6 months	6 months before termination of the lease	1 month after receipt of the notice from the cooperative  If the lessee does not oppose, he or she is deemed to have consented to vacate the dwelling.
Lease of less than 6 months	1 months before termination of the lease	
Lease with an indeterminate term	6 months before the date fixed for repossession of the dwelling	If the lessee opposes, it is up to the cooperative to prove to the Tribunal that it really intends to subdivide, enlarge or change the destination of the dwelling, and that this is permitted by law.

**END OF THE MANDATORY PARTICULARS**



**SCHEDULE 5**  
**LEASE of a dwelling**  
**in a private seniors' residence**

**Tribunal administratif  
du logement**  
**Québec**

www.tal.gouv.qc.ca  
**Montréal Region:** 514-873-2245  
**Other regions:** 1-800-683-2245

# LEASE

of a dwelling  
in a private seniors' residence

**TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES**

A lease is a contract. By signing it, the lessee and the residence undertake to honour several obligations. Most of the rights and obligations arising from the making of a residential lease are provided by law. The clauses that the parties choose to add to this lease shall not have the effect of withdrawing rights from the lessee that are granted to the lessee by law.

Every private senior's residence must comply with the operating standards provided by regulation. In particular, it must hold a certificate of compliance (or a temporary certificate).

In this form, the term "residence" replaces the term "lessor" used in the Civil Code of Québec.

**Mandate**

I, \_\_\_\_\_, designate \_\_\_\_\_ as mandatory, in order to:

- Enter into this lease on my behalf
- Receive any notice on my behalf concerning the lease and reply to such notice

\_\_\_\_\_  
Signature Date

Contact information for the mandatory: \_\_\_\_\_  
Address Telephone

**1 Contact information of the signatory**

**Residence**  
Name of the residence: \_\_\_\_\_  
(the operator of the residence must use its legal designation)

Represented by: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Municipality: \_\_\_\_\_  
 Postal code: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Other telephone No.: \_\_\_\_\_  
 Email address: \_\_\_\_\_

<p><b>Lessee</b> First name and Last name: _____ Address: _____ Municipality: _____ Postal code: _____ Telephone No.: _____ Other telephone No.: _____ Email address: _____</p>	<p><b>Lessee</b> First name and Last name: _____ Address: _____ Municipality: _____ Postal code: _____ Telephone No.: _____ Other telephone No.: _____ Email address: _____</p>
---	---

**2 Description of leased dwelling, conditions, accessories and dependencies**

**PSR certification No.** \_\_\_\_\_

**Address**  
 No. \_\_\_\_\_  
 Street \_\_\_\_\_  
 Apartment \_\_\_\_\_  
 Municipality \_\_\_\_\_  
 Dwelling of \_\_\_\_\_ rooms  
 Room:  private  common

The residence has the obligation to deliver the dwelling and its accessories and dependencies in good clean and habitable condition, and maintain it in good habitable condition throughout the term of the lease. The lessee has the obligation to maintain the dwelling in good clean condition throughout the term of the lease.







**3 Services related to the dwelling**

The costs of the following services will be borne by:

	the residence	the lessee
Heating		
___ Electricity ___ Gas ___ Fuel oil	<input type="checkbox"/>	<input type="checkbox"/>
Air conditioning		
___ Central system ___ Individual control	<input type="checkbox"/>	<input type="checkbox"/>
Electricity (other than heating)	<input type="checkbox"/>	<input type="checkbox"/>
Gas (other than heating)	<input type="checkbox"/>	<input type="checkbox"/>
Hot water	<input type="checkbox"/>	<input type="checkbox"/>
<b>Telecommunications services</b>		
Telephone	<input type="checkbox"/>	<input type="checkbox"/>
Cable TV _____	<input type="checkbox"/>	<input type="checkbox"/>
Internet _____	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Maintenance</b>		
Snow removal	<input type="checkbox"/>	<input type="checkbox"/>
___ Parking area	<input type="checkbox"/>	<input type="checkbox"/>
___ Balcony	<input type="checkbox"/>	<input type="checkbox"/>
___ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>
___ Stairs	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

The following services, accessories and appurtenances are included in the lease

<p><b>GRAB BARS AND HANDRAILS</b></p> <p>Bathroom <input type="checkbox"/></p> <p>Corridors (common areas) <input type="checkbox"/></p> <p><b>HELP ALERT SYSTEM (MANDATORY)</b></p> <p>Stationary <input type="checkbox"/></p> <p>Mobile <input type="checkbox"/></p> <p><b>WHEELCHAIR OR ELECTRIC WHEELCHAIR</b></p> <p>Building wheelchair accessible <input type="checkbox"/></p> <p>Dwelling wheelchair accessible <input type="checkbox"/></p> <p>Adapted dwelling <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>OTHER MOTORIZED MOBILITY ASSISTANCE (FOUR-WHEEL SCOOTER)</b></p> <p>Building wheelchair accessible <input type="checkbox"/></p> <p>Dwelling wheelchair accessible <input type="checkbox"/></p> <p>Adapted dwelling <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>FURNITURE AND APPLIANCES (that the LESSEE cannot BRING)</b></p> <p>Specify: _____</p>	<p><b>BALCONY</b></p> <p>Private <input type="checkbox"/></p> <p>Common <input type="checkbox"/></p> <p><b>LOCKED STORAGE SPACE</b></p> <p>Location: _____ <input type="checkbox"/></p> <p><b>LAUNDRY ROOM</b></p> <p>Common laundry room <input type="checkbox"/></p> <p>Service payable on each use Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>ELEVATOR</b> <input type="checkbox"/></p> <p><b>ACCESS TO RECREATIONAL ACTIVITIES</b> <input type="checkbox"/> <b>FACILITATOR</b> <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>COMMON AREAS AVAILABLE INDOORS</b> <input type="checkbox"/></p> <p><b>COMMON AREAS AVAILABLE OUTDOORS</b> <input type="checkbox"/></p> <p><b>AVAILABILITY OF AN ACTIVITY (RECREATION) ROOM</b> <input type="checkbox"/></p> <p><b>DINING ROOM ACCESSIBLE TO VISITORS</b> <input type="checkbox"/></p> <p><b>MEDICAL SERVICES</b> <input type="checkbox"/></p> <p>Specify: _____</p> <p><b>SECURITY</b> <input type="checkbox"/></p> <p>Schedule: _____</p> <p>Qualified person <input type="checkbox"/></p> <p>Nurse <input type="checkbox"/></p> <p>Licensed practical nurse <input type="checkbox"/></p> <p>Attendant <input type="checkbox"/></p> <p>Guard <input type="checkbox"/></p> <p>Receptionist <input type="checkbox"/></p> <p>Other: _____ <input type="checkbox"/></p> <p><b>TRANSPORTATION</b> <input type="checkbox"/></p> <p>Shuttle service <input type="checkbox"/></p> <p>Other: _____ <input type="checkbox"/></p> <p>Service payable on each use Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>OTHER:</b> _____</p> <p>Specify: _____</p>
--	--

During the term of the lease, the residence must offer and maintain the above-mentioned services and those provided for in the Schedule of services of a personal nature to be provided to the lessee, (article 1895.1 C.C.Q.).



**4 Term of lease**

**Fixed term lease**

The term of the lease is (Specify number of weeks, months or years) \_\_\_\_\_  
 From \_\_\_\_\_ to \_\_\_\_\_

**Indeterminate term lease**

Beginning on 

Jour	Mois	Année

Neither the residence nor the lessee may terminate the lease unilaterally, except in the cases provided for by law. However, they may terminate the lease by mutual consent.

Pursuant to the law, a lessee may resiliate his or her lease if, 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, where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

The resiliation takes effect two months after a notice is sent to the residence 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 (e.g. operator of the private seniors' residence), to which is attached a certificate from an authorized person (e.g. healthcare professional) stating that the conditions requiring admission to the facility have been met.

The lessee is only required to pay that part of the rent that relates to services of a personal nature provided to the lessee before he or she vacated the dwelling, whether or not such services were provided by the residence under a contract separate from the lease.

**5 Rent payable**

**The total rent payable is calculated by adding the amount of the rent to the amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee (article 1895.1 C.C.Q.).**

<b>Amount of rent</b>	<b>+</b>	<b>Amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee</b>	<b>=</b>	<b>Total rent</b>	
\$ _____		\$ _____		\$ _____	<input type="checkbox"/> per month
					<input type="checkbox"/> per week

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

**When to pay the rent**

The residence must receive your **payments** on the 1<sup>st</sup> day of the month.  
 Or on (specify) \_\_\_\_\_

The residence may require advance payment for the rent for only the first payment period. The advance payment may not exceed one month's rent.

**The first rent** is paid in advance:  Yes  No

If "Yes" is checked off, the payment date of the first rent is fixed at 

Jour	Mois	Année

**How to pay the rent**

The residence may not **require** payment by means of a postdated cheque or any other a preauthorized payment for payment of the rent. If the lessee accepts this method of payment, he or she authorizes the residence to deduct only the payment of the rent.

The lessee accepts to provide postdated payment items for the term of the lease.  Yes  No

\_\_\_\_\_  
 Initials of the lessee

\_\_\_\_\_  
 Initials of the lessee



The rent is payable in accordance with the following method of payment:

- |   |  |
|---|--|
| <input type="checkbox"/> Cash   | <input type="checkbox"/> Credit card               |
| <input type="checkbox"/> Cheques  | <input type="checkbox"/> Postal money orders       |
| <input type="checkbox"/> Postdated cheques  | <input type="checkbox"/> Money order or bank draft |
| <input type="checkbox"/> Electronic bank transfer   | <input type="checkbox"/> Other (specify): _____    |
| <input type="checkbox"/> Preauthorized payment (authorization limited to payment of the rent) |  |

You are entitled to a receipt.

When the agreed method of payment provides for preauthorized payments, the authorization is valid only for payment of the rent and for no other reason.

## 6 Renewal and modification of the conditions of the lease

The lessee is entitled to automatic renewal of his or her lease when it ends. However, at the time of this renewal, the residence may modify the conditions of the lease, for example, by increasing the rent. To do this, the residence must give the lessee a written notice within the periods provided by law, presented in the following table:

### When must the residence inform you?

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
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease
Room only	Between 10 and 20 days before termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term.

### In its notice, the residence must indicate:

- All the modifications requested (for example: the new rent, the new term of the lease, etc.).
- The one-month period, commencing upon receipt of the notice, granted to the lessee to refuse the requested modifications.

### Lessee's reply to the notice of modification of lease or rent increase

If the lessee fails to reply to the notice within the period provided, this is equivalent to accepting the modifications proposed by the residence. If the lessee refuses the proposed modifications, but informs the residence of his or her intention to remain in the dwelling, the residence then, within one month of receipt of the reply, may file an application for modification of the conditions of the lease and/or fixing of the rent at the Tribunal administratif du logement. If the residence fails to file such an application within the period provided, the lease is renewed on the previous conditions.

**Attention!** The lessee has the right to refuse the requested modification, while remaining in the dwelling, except in the following cases:

### Restriction of the right to fixing of rent and modification of the lease

The lessee who refuses the requested modification of the lease and/or the rent increase proposed by the residence in its notice SHALL VACATE the dwelling upon termination of the lease if the dwelling is located in a residence that was erected or that changed its destination 5 years ago or less. To be applicable, this restriction must be indicated on the lease.

Is the dwelling located in an immovable that was erected that changed its destination five years ago or less?  Yes

If yes, indicate the date when this condition begins: \_\_\_\_\_

Date

If the box is not checked off, the lessee may refuse a modification of the lease or a rent increase proposed by the residence without having to vacate his or her dwelling.

If the box is checked off, the lessee who refuses the modification of the lease proposed by the residence must vacate the dwelling upon termination of the lease. However, this does not prevent the Tribunal administratif du logement from ruling on any other application concerning the lease (e.g. nullity of a clause, decrease of rent, damages).

\_\_\_\_\_  
Initials of the lessee

\_\_\_\_\_  
Date

Find all this information in the Code civil du Québec (C.C.Q.), articles 1941 to 1947 and 1955.

Tribunal administratif du logement

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\_\_\_\_\_  
Initials of the  
Residence

\_\_\_\_\_  
Initials of the Lessee



**7 Notice to a new lessee**

**Mandatory notice to be given by the residence at the time the lease or sublease is entered into, except when the dwelling is located in an immovable that was erected or that changed its destination five years ago or less.**

**Please choose the situation that applies:**

- I am notifying you that the lowest rent paid for your dwelling in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was:

<b>Amount of rent</b>	+	<b>Amount of personal services provided for in the Schedule of services of a personal nature to be provided to the lessee</b>	=	<b>Total rent</b>	
\$ _____		\$ _____		\$ _____	<input type="checkbox"/> per month
					<input type="checkbox"/> per week

- If no rent has been paid in the 12 months prior to the beginning of the lease, the last rent was paid on \_\_\_\_\_ in the amount of:

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

Jour    Mois    Année  
 |    |    |  
 \_\_\_\_\_

Regardless of which situation applies, please indicate if the leased property, the services offered by the residence and the conditions of your lease are the same:

Yes     No

If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating):

\_\_\_\_\_

Signature of the residence's representative \_\_\_\_\_ Date Jour Mois Année

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date Jour Mois Année

If **situation (1)** applies and 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 is entered into, apply to the Tribunal administratif du logement to have the rent fixed.

If the residence 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 Tribunal administratif du logement to have his or her rent fixed.

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

**8 Signatures**

Signature of the residence's representative: \_\_\_\_\_ Jour Mois Année

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Jour Mois Année

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Jour Mois Année

**9 Notice of family residence**

A lessee who is married or in a civil union may not, without the written consent of his or her spouse, sublease his or her dwelling, assign the lease or terminate the lease where the residence has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to the residence**

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

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 \_\_\_\_\_ Jour Mois Année

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**Signatures**

_____ Signature of the residence's officer (or representative)	Day   Month   Year	_____ Signature of the lessee (or his or her mandatary)	Day   Month   Year
_____ Other signatory (examples: witness or other)	Day   Month   Year	_____ Signature of the lessee ((or his or her mandatary)	Day   Month   Year
_____ Person to contact in case of emergency (name, address and telephone No.)			

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. another lessee, surety).

Name: \_\_\_\_\_

Indicate in what capacity: \_\_\_\_\_

Address of signatory: \_\_\_\_\_

**ADDITION OF SERVICES DURING THE LEASE**

- Service to be added: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be added: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be added: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be added: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

Signature of the residence's officer (or representative): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_

**WITHDRAWAL OF SERVICES DURING THE LEASE**

- Service to be withdrawn: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be withdrawn: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be withdrawn: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_
- Service to be withdrawn: \_\_\_\_\_ Specify: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

Signature of the residence/lessor (or representative): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_

Signature of the lessee (or his or her mandatary) \_\_\_\_\_ Date: \_\_\_\_\_

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## PARTICULARS

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

## GENERAL INFORMATION

These particulars describe most of the rights and obligations of residences 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.).

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.).

A residence 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 has exercised his or her rights under the chapter entitled "Lease" of the Civil Code of Québec or under the Act respecting the Administrative Housing Tribunal (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 Tribunal administratif 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, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. **The Charter also protects seniors and handicapped persons against any form of exploitation.**

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

## Access to documents and protection of personal information

The residence shall comply with the prescriptions of the Act respecting the Protection of personal information in the private sector.

## ENTERING INTO THE LEASE

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

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

## Clauses of the lease

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

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

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

For instance, no one may, in the lease:

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

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

The following clauses are also without effect:

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

4. The lessee may apply to the Tribunal administratif 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.).

4.1 Two or more lessees of the same private seniors' residence may also address the Tribunal by means of a joint application when this application has the sole purpose of obtaining a reduction of rent based on the default of the residence to provide one or more of the same services included in their respective lease, or to obtain recognition of the nullity, for a reason of public order, of clauses that have substantially the same effect or that are stipulated in their respective lease (art. 57.0.1 to 57.0.4 of the Act respecting the Administrative Housing Tribunal).

## RIGHT TO MAINTAIN OCCUPANCY

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

The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the repossession of the dwelling, eviction and the resiliation of the lease by the residence.

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

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

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

## New lessor

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

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

## Death

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

A person who was living with the lessee at the time of the lessee's death may become the lessee if he or she continues to occupy the dwelling and gives notice to that effect in writing to the residence 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 residence.

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 residence 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 residence so agree or when the dwelling is re-leased by the residence during that same period.

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

## Non-payment of rent

10. Non-payment of rent entitles the residence 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 residence 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 residence suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

## LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil union

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

## Liability of co-lessees and surety

12. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations

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Initials of the  
Residence

Initials of the Lessee



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

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

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 C.C.Q.).

#### ENJOYMENT OF PREMISES

13. The residence 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 residence, 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 residence (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 residence 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 residence 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. 2 C.C.Q.).

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

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

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

##### Dwelling unfit for habitation

23. A residence 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 residence 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.

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

26. The lessee may, without the authorization of the Tribunal administratif 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 residence of the situation and if the latter has not acted in due course.

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

The lessee shall render an account to the residence of the repairs undertaken and the expenses incurred and shall deliver the invoices to the residence. 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 (art. 1922 à 1929 C.C.Q.)

27. The residence 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 residence 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 residence may, within 10 days after such refusal, apply to the Tribunal administratif 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 Tribunal administratif du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

The Tribunal administratif 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 residence 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 residence 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 residence 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 residence 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 residence of his or her intention to vacate the dwelling shall, from that time, allow the residence to show the dwelling to prospective lessees between 9 a.m. and 9 p.m., and allow the residence to post "For rent" signs (arts. 1930 and 1932 C.C.Q.).

The residence 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 a representative of the residence 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 residence may file an application with the Tribunal administratif du logement to obtain an order for access.

Abuse of the right of access by the residence 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 residence and the lessee (art. 1934 C.C.Q.).

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

#### NOTICES

35. Every notice relating to the lease, given by the residence (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 residence for the purpose of having access to the dwelling may be given orally.

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

#### RENEWAL AND MODIFICATION OF LEASE

##### Renewal of lease

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

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

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

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

##### 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 residence or reply to the

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residence's notice within the time periods indicated in Table A (arts. 1942, 1945 and 1946 C.C.Q.)

**Modification of lease**

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

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

- the modification(s) requested;
- the new term of the lease, if the residence wishes to change it;
- the new rent in dollars or the increase requested, expressed in dollars or as a percentage, if the residence 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 Tribunal administratif du logement;
- the time granted to the lessee to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).

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

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

- accepts the requested modification(s); or

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

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

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:** The lessee who refuses the requested modifications shall vacate the dwelling upon termination of the lease if the dwelling is located in a residence that was erected or that changed its destination 5 years ago or less (art. 1955 C.C.Q.). To be applicable, this restriction must be indicated on the lease.

**Fixing of conditions of the lease by the Tribunal administratif du logement**

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

**Agreement on modifications**

43. Where the residence and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the residence 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 residence 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 Tribunal administratif du logement within one month

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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.)**

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

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

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

Beneficiaries may be:

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

A lessor may not repossess the dwelling of a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the repossession:

- the lessee is 70 years of age or over;
- the lessee has occupied the dwelling for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

Despite that, the lessor may repossess the dwelling if the lessor meets one or more of the following conditions:

- the lessor is 70 years of age or over and wishes to repossess the dwelling to live on it;
- the beneficiary of the repossession is 70 years of age or over;
- the lessor is an owner-occupant 70 years of age or over and wishes to have a beneficiary under 70 years of age reside in the same dwelling as him or her.

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

The notice shall contain the following:

- the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the lessor, if any;
- the date fixed for the repossession;
- the content of article 1959.1 C.C.Q.

The residence 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.). The notice must also reproduce the content of article 1959.1 C.C.Q.

The residence may not evict a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the eviction:

- the lessee is 70 years of age or over;
- the lessee has occupied the dwelling for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

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**

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 to the residence (art. 1873 C.C.Q.).

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

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

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

49. A residence 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.).

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 residence (art. 1940 C.C.Q.).

**RESILIATION OF LEASE BY THE LESSEE**

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

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

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

- 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 residence 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 residence 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.



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Initials of the Residence

Initials of the Lessee

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

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

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

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

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

When vacating the dwelling, the lessee shall remove any furniture or object other than those belonging to the residence (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 ageing, fair wear and tear or superior force.

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

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

If they cannot be removed without deteriorating the dwelling, the residence may retain them by paying the value thereof or compel the lessee to remove them and to restore the property to the condition in which he or she received it.

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

PRIVATE SENIORS' RESIDENCE

55. A private seniors' residence must obtain a certificate of compliance under the AHSSS, which defines the term "private seniors' residence". Only the residence, having obtained a certificate or temporary certificate of compliance, may use this appellation.

To retain this certificate, the residence must comply with a set of health and social service criteria and operating standards. They are defined in the Regulation respecting the certification of private seniors' residence. In particular, they concern the rights of the lessees, the exchange of information between the residence and the lessees regarding their health and safety, medication and liability insurance.

56. The residence, more specifically, must ensure that the lessees and their close relations are treated with courtesy, fairness and understanding. To ensure the health and safety of the lessees, it must also ensure that the residence and the land on which it is located are maintained in good condition. The same applies to the appliances and equipment required for the delivery of the care and personal assistance services, which must be used safely and appropriately.

57. In order to favour the socialization of the lessees and prevent situations of isolation, the private seniors' residence must offer them different activities, particularly organized, varied facilitation or entertainment activities adapted to their profile.

The operator must post visibly, in an accessible place, a calendar of the scheduled activities, for consultation by the lessees and their close relations.

Tribunal administratif du logement

Service intended for independent elderly persons

58. A category 1 private seniors' residence, with services addressing independent elderly persons, offers various services included in at least two of the following categories of services: meal services, security services, recreation services or domestic help services except, in the latter case, medication distribution;

59. A category 2 private seniors' residence, with services addressing independent elderly persons, offers, in addition to domestic help services including as a minimum medication distribution, at least one service included in any of the following categories of services: meal services, security services or recreation services;

60. Moreover, a category 1 or 2 private seniors' residence must give the person who wishes to reside there or his or her mandatary, as applicable, a document that must mention, in particular, that it offers no nursing or personal assistance service.

Service intended for semi-independent elderly persons

61. A category 3 private seniors' residence, with services addressing semi-independent elderly persons, offers, in addition to at least one service in the category of personal assistance services, at least one service included in any of the following categories of services: meal services, security services, recreation services or domestic help services;

62. A category 4 private seniors' residence, with services addressing semi-independent seniors, offers, in addition to and at least one service in the category of nursing care, at least one service included in any of the following categories of services: meal services, security services, recreation services, domestic help services or personal assistance services. D

It should be noted that nursing care falls under the practice of a professional activity by a nurse or a licensed practical nurse, according to the empowering statute or regulation, or by any other person who is authorized for this purpose pursuant to a statute or regulation.

63. The same residence may offer services intended both for independent and semi-independent elderly persons. Some conditions apply.

SERVICES OFFERED TO THE LESSEE BY THE RESIDENCE

64. A residence that offers services in addition to those indicated in the lease, including, must indicate them in the Schedule provided in the form in accordance with articles 1892.1 and 1895 of the Civil Code of Québec (C.C.Q.). This Schedule may also be required by Revenu Québec to grant a tax credit for home support.

65. The provisions concerning the rights and obligations of residences and lessees, which are found in articles 1851 to 2000 C.C.Q., and certain provisions concerning persons living in a private seniors' residence, according to the Act respecting health services and social services (AHSSS) and the Regulation respecting the certification of private seniors' residence, apply not only to the dwelling or the room leased, but also to the services (for example: meals, nursing care, laundry), accessories and appurtenances.

66. The residence may not, by a clause of the lease, limit 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 the lessee sees fit (art. 1900 C.C.Q.).

PERSONAL SERVICES OFFERED TO THE LESSEE

67. When the lease provides for services of a personal nature to be provided to the lessee, the residence must enter in the lease the portion of the rent pertaining to the cost of each of these services. The same applies to the nursing care services or personal assistance services necessitated by the lessee's state of health.

COMPLIANCE WITH THE LEASE

68. The residence, before entering into the lease, shall determine with the person who wishes to live there or his or her representative, as applicable, all of the services he or she wishes to obtain. During the term of the lease, the residence shall offer and maintain the services provided for in the lease and in its Schedule, or in a distinct contract, without an increase in the cost or a decrease in the quality of services. The cost of these services may be included in the rent or be payable according to another method provided for in the lease and its Schedule or in a distinct contract. Some conditions apply.

69. The private seniors' residence must inform the lessees of their right to formulate a complaint directly concerning the services received or receivable from the residence, to the local Complaints and Quality Assurance Commissioner of the Integrated Health and Social Services Centre concerned.

The private seniors' residence and make available, in a place accessible to the lessees and their visitors, the information concerning the exercise of this right and the information necessary for them to file a complaint.

RESILIATION OR RELOCATION

70. In certain cases and on the conditions provided for in the AHSSS, the lease may be resiliated or the lessee may be relocated arts. 346.0.18 and 346.0.20.2 to 346.0.20.4 of the AHSSS.



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

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

STEPS OF MODIFICATION OF THE LEASE AND NOTICE PERIODS (arts. 1942, 1945 and 1947 C.C.Q.)

TABLE B	Step 1 Notice from the residence	Step 2 Lessee's reply	Step 3 Application to the Tribunal administratif du logement by the residence
Lease of 12 months or more	Between 3 and 6 months before termination of the lease	1 month after receipt of the notice of modification If the lessee does not reply, he or she is deemed to have accepted the modification.	1 month after receipt of the lessee's refusal. Otherwise, the lease is renewed of right on the previous conditions
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		
Lease with an indeterminate term	Between 1 and 2 months before the proposed modification		
Lease of a room	Between 10 and 20 days before termination of a fixed term lease or before the proposed modification if the lease has an indeterminate term.	See reference 41. Exception	

STEPS OF REPOSSESSION OF THE DWELLING AND NOTICE PERIODS (arts. 1960, 1962 and 1963 C.C.Q.)

TABLE C	Step 1 Notice from the lessor	Step 2 Lessee's reply	Step 3 Application to the Tribunal administratif du logement by the lessor
Lease for more than 6 months	6 months before termination of the lease	1 month after receipt of the notice from the lessor	1 month after the lessee's refusal or the expiry of the lessee's time limit to reply
Lease of less than 6 months	1 months before termination of the lease		
Lease with an indeterminate term	6 months before the date fixed for repossession of the dwelling	If the lessee does not reply, he or she is deemed to have refused to vacate the dwelling.	


STEPS OF EVICTION FOR SUBDIVISION, ENLARGEMENT OR CHANGE OF DESTINATION AND NOTICE PERIODS (arts. 1960 and 1966 C.C.Q.)

TABLE D	Step 1 Notice from the residence	Step 2 Contestation to the Tribunal administratif du logement by the lessee
Lease for more than 6 months	6 months before termination of the lease	1 month after receipt of the notice from the residence
Lease of less than 6 months	1 months before termination of the lease	If the lessee does not oppose, he or she is deemed to have consented to vacate the dwelling. If the lessee opposes, it is up to the residence to prove to the Tribunal that it really intends to subdivide, enlarge or change the destination of the dwelling, and that this is permitted by law.
Lease with an indeterminate term	6 months before the date fixed for repossession of the dwelling	

END OF THE MANDATORY PARTICULARS



**SCHEDULE 6**  
**Services Offered to the Lessee**  
**by the Lessor**

<p><b>Tribunal administratif du logement</b></p> <p><b>Québec</b> </p> <p>www.tal.gouv.qc.ca Montréal area: 514 873-BAIL* Elsewhere in Québec: 1 800 683-BAIL*</p> <p><small>*An automated information service is available around the clock</small></p>	<h2>SCHEDULE 6</h2> <h3>TO THE LEASE</h3> <h3>Services Offered to the Lessee</h3> <h3>by the Lessor</h3>											
<b>TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM   TWO COPIES</b>												
<b>IN REFERENCE TO LEASE NO.</b>	<table border="1" style="width: 100%; height: 30px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>											
<p>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 <b>Civil Code of Québec (C.C.Q.)</b>. In addition, Revenu Québec may require the schedule in order to grant a lessee a tax credit for home-support services.</p> <p>The provisions pertaining to the rights and obligations of lessors and lessees in articles 1851 to 2000 of the C.C.Q. apply not only to a leased dwelling or room, but also to services (e.g. meals, nursing care, laundry service), accessories and dependencies.</p> <p>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.</p> <p>The operator of a private seniors' residence must use schedule 4 or 5, depending on the case that applies to the operator's situation, which include the content of this schedule.</p>												
<p><b>COST OF SERVICES OF A PERSONAL NATURE PROVIDED TO THE LESSEE</b></p> <p>If the lease provides for services of a personal nature to be provided to the lessee, the lessor must complete this schedule and specify the part of the rent that relates to the cost of each of those services.</p> <p><b>NOTICE OF RESILIATION OF THE LEASE</b> (arts. 1938, 1939, 1974 and 1974.1 C.C.Q.)</p> <p>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:</p>	<p><b>COMPLIANCE WITH THE LEASE</b></p> <p>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.</p>											
<ol style="list-style-type: none"> <li>1. he or she is allocated a dwelling in low-rental housing; or</li> <li>2. he or she is relocated in an equivalent dwelling corresponding to his or her needs, following a decision of the tribunal; or</li> <li>3. he or she can no longer occupy his or her dwelling because of a handicap; or</li> <li>4. if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party; or</li> <li>5. if he or she has died, in which case the notice of resiliation may be given by one of the persons provided for by law (see the particular respecting death in the mandatory lease forms); or</li> <li>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.</li> </ol>	<p><b>CHARTER OF HUMAN RIGHTS AND FREEDOMS</b></p> <p>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.</p>											
<p><b>In the case of differences between this document and the laws that apply to dwellings, the laws take priority.</b></p>												

PART 1		DETAILED DESCRIPTION OF DWELLING, ACCESSORIES, DEPENDENCIES AND SERVICES OTHER THAN THOSE OF A PERSONAL NATURE	
The lessor must provide the dwelling and maintain all the services, accessories and dependencies for which the lessee undertakes to pay rent.			
<b>Check off if included in the lease.</b>			
<p><b>TYPE OF LODGING FACILITY</b>                      – specify: _____</p> <p><b>DESCRIPTION OF PREMISES AND SERVICES</b></p> <ul style="list-style-type: none"> <li>▪ dwelling with _____ rooms <input type="checkbox"/></li> <li>▪ room <input type="checkbox"/></li> <li>– private <input type="checkbox"/></li> <li>– shared <input type="checkbox"/></li> </ul> <p><b>BATHROOM</b></p> <ul style="list-style-type: none"> <li>▪ private <input type="checkbox"/></li> <li>▪ shared <input type="checkbox"/></li> </ul> <p><b>GRAB BARS/HANDRAILS</b></p> <ul style="list-style-type: none"> <li>▪ bathroom <input type="checkbox"/></li> <li>▪ corridors (common areas) <input type="checkbox"/></li> </ul> <p><b>HEATING</b></p> <ul style="list-style-type: none"> <li>▪ central system <input type="checkbox"/></li> <li>▪ individual control <input type="checkbox"/></li> </ul> <p><b>AIR CONDITIONING</b></p> <ul style="list-style-type: none"> <li>▪ central system <input type="checkbox"/></li> <li>▪ individual control <input type="checkbox"/></li> </ul> <p><b>TELECOMMUNICATION SERVICES</b></p> <ul style="list-style-type: none"> <li>▪ telephone <input type="checkbox"/></li> <li>▪ cable television <input type="checkbox"/></li> <li>▪ Internet <input type="checkbox"/></li> <li>▪ other: _____ <input type="checkbox"/></li> </ul> <p><b>CALL-FOR-HELP SYSTEM</b></p> <ul style="list-style-type: none"> <li>▪ fixed <input type="checkbox"/></li> <li>▪ mobile <input type="checkbox"/></li> </ul> <p><b>MANUAL OR POWERED WHEELCHAIR</b></p> <ul style="list-style-type: none"> <li>▪ accessible immovable <input type="checkbox"/></li> <li>▪ accessible dwelling <input type="checkbox"/></li> <li>▪ adapted dwelling <input type="checkbox"/></li> <li>▪ specify: _____ <input type="checkbox"/></li> </ul> <p><b>OTHER MOTORIZED MOBILITY AIDS (FOUR-WHEEL SCOOTER TYPE)</b></p> <ul style="list-style-type: none"> <li>▪ accessible immovable <input type="checkbox"/></li> <li>▪ accessible dwelling <input type="checkbox"/></li> <li>▪ adapted dwelling <input type="checkbox"/></li> <li>▪ specify: _____ <input type="checkbox"/></li> </ul> <p><b>FURNITURE AND APPLIANCES (that THE LESSEES may not BRING)</b></p> <ul style="list-style-type: none"> <li>▪ specify: _____ <input type="checkbox"/></li> </ul> <p><b>BALCONY</b></p> <ul style="list-style-type: none"> <li>▪ private <input type="checkbox"/></li> <li>▪ shared <input type="checkbox"/></li> </ul> <p><b>LOCKED STORAGE SPACE</b> <input type="checkbox"/></p> <p>– location: _____</p> <p><b>LAUNDRY ROOM</b></p> <ul style="list-style-type: none"> <li>▪ shared laundry room <input type="checkbox"/></li> <li>– service payable on a per-use basis Yes <input type="checkbox"/> No <input type="checkbox"/></li> </ul> <p><b>ELEVATOR</b> <input type="checkbox"/></p>	<p><b>RECREATION SERVICES</b></p> <p><b>ACCESS TO RECREATIONAL ACTIVITIES</b> <input type="checkbox"/> <b>SOCIAL DIRECTOR</b> <input type="checkbox"/></p> <ul style="list-style-type: none"> <li>▪ specify: _____</li> </ul> <p><b>INDOOR COMMON AREAS</b> <input type="checkbox"/></p> <p><b>OUTDOOR COMMON AREAS</b> <input type="checkbox"/></p> <p><b>AVAILABILITY OF AN ACTIVITIES ROOM (RECREATION)</b> <input type="checkbox"/></p> <p><b>DINING ROOM OPEN TO VISITORS</b> <input type="checkbox"/></p> <p><b>MEDICAL SERVICES</b> <input type="checkbox"/></p> <p>– specify: _____</p>	<p><b>AVAILABILITY ON SITE OF NURSING CARE AND A RESIDENT CARE ATTENDANT (SERVICES OFFERED BY THE LESSOR)</b></p> <p><b>NURSE</b> <input type="checkbox"/></p> <p>specify: _____</p> <p>schedule: _____</p> <p><b>NURSING ASSISTANT</b> <input type="checkbox"/></p> <p>specify: _____</p> <p>schedule: _____</p> <p><b>RESIDENT CARE ATTENDANT</b> <input type="checkbox"/></p> <p>specify: _____</p> <p>schedule: _____</p> <p><b>Part 2 of this form must be completed.</b></p>	<p><b>SECURITY</b> <input type="checkbox"/></p> <ul style="list-style-type: none"> <li>▪ schedule: _____</li> <li>▪ person authorized <input type="checkbox"/></li> <li>▪ nurse <input type="checkbox"/></li> <li>▪ nursing assistant <input type="checkbox"/></li> <li>▪ care attendant <input type="checkbox"/></li> <li>▪ guard <input type="checkbox"/></li> <li>▪ receptionist <input type="checkbox"/></li> <li>▪ other: _____ <input type="checkbox"/></li> </ul> <p><b>TRANSPORTATION</b> <input type="checkbox"/></p> <p>shuttle service <input type="checkbox"/></p> <p>other: _____ <input type="checkbox"/></p> <p>service payable on a per-use basis Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>OTHER:</b> _____</p> <p>specify : _____</p>

PART 2	SERVICES OF A PERSONAL NATURE	
<p>The lessor must specify the cost of each of the services of a personal nature to be provided to the lessee. These services fall into the following categories: meal services, domestic help services, security services, recreation services, personal assistance services and nursing care.</p> <p>Services of a personal nature in addition to those included in this schedule may be used on a temporary or permanent basis depending on the lessee's needs and whether the lessee requests them. The lessor undertakes to provide these services at the cost indicated in the list and throughout the term of the lease.</p> <p>Check off the appropriate box for each of the services selected. Specify the cost of each service.</p>		
<p><b>FOOD SERVICES</b></p> <p><b>MEALS</b></p> <p><input type="checkbox"/> number of meals per day: _____</p> <p><input type="checkbox"/> breakfast \$ _____ \$ _____</p> <p><input type="checkbox"/> lunch \$ _____ \$ _____</p> <p><input type="checkbox"/> supper \$ _____ \$ _____</p> <p><input type="checkbox"/> Type of meals</p> <p><input type="checkbox"/> daily specials \$ _____ \$ _____</p> <p><input type="checkbox"/> à la carte meals \$ _____ \$ _____</p> <p><input type="checkbox"/> special diet meals \$ _____ \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><b>SNACKS</b></p> <p><input type="checkbox"/> number of snacks per day: _____</p> <p style="margin-left: 20px;">\$ _____ \$ _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____ \$ _____</p> <p><b>MONTHLY COST EXCLUDING FOOD AND BEVERAGES:</b> \$ _____ \$ _____</p> <p><b>EATING ASSISTANCE</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><b>ASSISTANCE WITH DAILY PERSONAL HYGIENE</b></p> <p><input type="checkbox"/> daily hygiene \$ _____ \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><input type="checkbox"/> bathing \$ _____ \$ _____</p> <p style="margin-left: 20px;">_____ times a week</p> <p><input type="checkbox"/> dressing \$ _____ \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><input type="checkbox"/> other: _____ \$ _____ \$ _____</p> <p><b>INCONTINENCE CARE</b> \$ _____ \$ _____</p> <p>specify: _____</p> <p><b>MEDICATION</b></p> <p><input type="checkbox"/> distribution of medication \$ _____</p> <p><input type="checkbox"/> administration of medication \$ _____</p> <p><input type="checkbox"/> management of medication \$ _____</p> <p style="margin-left: 20px;">- specify: _____</p> <p><b>INVASIVE CARE SERVICES INVOLVED IN ASSISTANCE WITH ACTIVITIES OF DAILY LIVING</b> \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____ \$ _____</p> <p><b>OTHER:</b> _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>COST 2ND PERSON (SPOUSE OR CO-LESSEE)</b></p>	<p><b>NURSING CARE</b></p> <p><b>NURSE</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><input type="checkbox"/> frequency: _____</p> <p><input type="checkbox"/> number of hours: _____</p> <p><b>NURSING ASSISTANT</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><input type="checkbox"/> frequency: _____</p> <p><input type="checkbox"/> number of hours: _____</p> <p><b>Domestic help or personal assistance services Resident care ATTENDANT</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><input type="checkbox"/> frequency: _____</p> <p><input type="checkbox"/> number of hours: _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____ \$ _____</p> <p><b>LAUNDRY</b></p> <p><input type="checkbox"/> household linen _____ times a week or _____ times a month \$ _____ \$ _____</p> <p><input type="checkbox"/> clothing _____ times a week or _____ times a month \$ _____ \$ _____</p> <p><b>HOUSEKEEPING</b></p> <p><input type="checkbox"/> cleaning of dwelling or room _____ times every two weeks \$ _____ \$ _____</p> <p style="margin-left: 20px;">specify: _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____ \$ _____</p> <p><b>OTHER SERVICES OFFERED</b></p> <p><b>HELP WITH GETTING AROUND</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><b>ESCORT SERVICE</b></p> <p><input type="checkbox"/> medical appointments \$ _____ \$ _____</p> <p><input type="checkbox"/> errands \$ _____ \$ _____</p> <p><b>SECURITY DEVICE (risk for wandering)</b> \$ _____ \$ _____</p> <p><input type="checkbox"/> specify: _____</p> <p><small>(The security alert devices for persons prone to wandering must be provided by the lessor, except where a resident is waiting for relocation.)</small></p> <p><input type="checkbox"/> <b>ASSISTANCE FOR COMPLETING FORMS RELATED TO THE TAX CREDIT FOR HOME SUPPORT SERVICES FOR SENIORS</b> \$ _____ \$ _____</p> <p><b>OTHER:</b> \$ _____ \$ _____</p> <p><b>TOTAL MONTHLY COST:</b> \$ _____ \$ _____</p> <p><b>TOTAL MONTHLY COST OF SERVICES including + BASIC RENT</b> \$ _____</p> <p>(see mandatory lease form) \$ _____</p> <p><b>TOTAL RENT</b> \$ _____</p>
<b>SIGNATURES</b>		
_____ Signature of lessor (or his or her mandatory)	Day Month Year	_____ Signature of lessee (or his or her mandatory)
_____ Signature of lessor (or his or her mandatory)	Day Month Year	_____ Signature of lessee (or his or her mandatory)
_____ Other signatory (e.g. witness or other)	Day Month Year	_____ Person to contact in case of emergency (name, address and telephone No.)

**SCHEDULE 7**  
**MANDATORY WRITING**  
**in the Case of an Oral Lease**







and conditions as he or she sees fit (art. 1900 C.C.Q.).

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

#### RIGHT TO MAINTAIN OCCUPANCY

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

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

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

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

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

#### New lessor

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

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

#### Death

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

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

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

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

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

13. On the date fixed for the delivery of the dwelling, the lessor shall deliver it in a good state of repair in all respects. However, the 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. 1993 C.C.Q.).

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

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

#### PAYMENT OF RENT

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

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

16. The lessor may not require payment of the rent by means of a postdated cheque or any other postdated

instrument, unless otherwise agreed (art. 1904 2nd par. C.C.Q.).

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

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

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

19. The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1506 C.C.Q.).

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

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

#### LIABILITY OF SPOUSES AND CO-LESSEES

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

#### Liability of co-lessees and surety

22. If more than one lessee is bound by the oral lease, the lessees are jointly liable for the obligations arising out of the lease, i.e. each of them is liable for his or her own share only (art. 1519 C.C.Q.).

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

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

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. 1891 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352 C.C.Q.).

#### ENJOYMENT OF PREMISES

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

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

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

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

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

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

#### MAINTENANCE OF DWELLING AND REPAIRS

##### Obligation of maintenance

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

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

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

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

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

#### Urgent and necessary repairs

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

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

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

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

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

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

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

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

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

If the lessee fails to reply within 10 days after receiving the notice requiring him or her to vacate the dwelling temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the Tribunal administratif 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 Tribunal administratif du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

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

#### ACCESS TO AND VISIT OF DWELLING

37. To exercise rights of access to the dwelling, the lessor and the lessee are bound to act in good faith: the lessee shall facilitate access to the dwelling and shall not refuse access without justification;

the lessor shall not abuse his or her rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

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

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

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

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

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

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

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

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

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

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

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

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

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

#### NOTICES

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

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

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

#### RENEWAL AND MODIFICATION OF LEASE

##### Renewal of lease

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

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

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

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

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

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

##### Modification of lease

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

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

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

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

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

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

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

If the lessee refuses the modification(s), he or she is entitled to remain in the dwelling because the lease is renewed. In case of refusal, see particular No. 51.

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

A model of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and a model of the lessee's reply to such notice are found at the end of these particulars and on the Tribunal administratif du logement's website ([www.tal.gouv.qc.ca](http://www.tal.gouv.qc.ca)).

#### Fixing of conditions of the lease by the Tribunal administratif du logement

51. The lessor has one month, after receiving the reply of a lessee who refuses the modifications, to apply to the Tribunal administratif 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 Tribunal administratif du logement within one month following the date on which the adjustment is to take effect (art. 1949 C.C.Q.).

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

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.

A lessor may not repossess the land of a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the repossession:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

Despite that, the lessor may repossess the land if the lessor meets one or more of the following conditions:

- the lessor is 70 years of age or over and wishes to repossess the land to live on it;
- the beneficiary of the repossession is 70 years of age or over;
- the lessor is an owner-occupant 70 years of age or over and wishes to have a beneficiary under 70 years of age reside on the same land as him or her.

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

The notice shall contain the following:

- the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the lessor, if any;
- the date fixed for the repossession;
- the content of article 1959.1 C.C.Q.

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.). The notice must also reproduce the content of article 1959.1 C.C.Q.

The lessor may not evict a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the eviction:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

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 sub-lessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.Q.).

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

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

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

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

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

#### RESILIATION OF LEASE BY THE LESSEE

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

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

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, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act promptly.

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

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

**SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE**

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

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

62. Upon termination of the lease, the lessee shall surrender the dwelling in the condition in which he

or she received it, except for changes resulting from aging, fair wear and tear or superior force.

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

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

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

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

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

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

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

**STEPS FOR REPOSSESSING THE 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 Tribunal administratif du logement by owner-lessor
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the owner-lessor's notice.  If the lessee fails to reply, he or she is deemed to have refused to vacate the land.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
Lease of 6 months or less	1 month before termination of the lease		
Lease with an indeterminate term	6 months before intended date of repossession		

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

TABLE D	Step 1 : Application to the Tribunal administratif du logement	Step 2 : Application to the Tribunal administratif 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 agreed to vacate the land.  If the lessee objects, the lessor shall show the tribunal that he or she truly intends to divide, enlarge or change the destination of the land and that he or she is permitted to do so by law.
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	

END OF MANDATORY PARTICULARS

MODEL OF NOTICE

**NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with articles 1942 and 1943 of the *Civil Code of Québec*. It must be sent to each of the lessees individually. The lessor should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessee name \_\_\_\_\_

Lessee name \_\_\_\_\_

Address of leased dwelling \_\_\_\_\_

Upon renewal of your lease, I intend to modify the following condition(s) :

**Amount of rent (check off ONT of the boxes below)**

- Your current rent of \$ \_\_\_\_\_ will be increased to \$ \_\_\_\_\_. (Enter the new rent)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \$ \_\_\_\_\_. (Enter the amount of increase)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_\_. (Enter the percentage increase)
- OR
- Your rent under the lease ending on \_\_\_\_\_, currently the subject of an application to review or fix the rent, will be increased by \_\_\_\_\_% of the rent to be determined by the Tribunal.

**Term of lease**

Your lease will be renewed from \_\_\_\_\_ to \_\_\_\_\_

**Other modification(s) (state the proposed modifications, e.g. : garage, heating)**

**To the lessee : IF YOU REFUSE the modification(s) or YOU ARE MOVING at the end of the lease, YOU MUST RESPOND to this notice ONE MONTH of its receipt. Otherwise, the lease will be renewed under the new conditions. A response template provided by the Tribunal administratif du logement is available on the Tribunal's website (www.tal.gouv.qc.ca/en) , from your local Tribunal office or by mail.**

Lessor or mandatary name \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Lessor or mandatary signature \_\_\_\_\_ Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

Confirmation of receipt, if the lessee is served the notice in person  
 I confirm that I received this notice on :

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

RESPONSE TO A NOTICE MODEL

**LESSEE'S RESPONSE TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with article 1945 of the *Civil Code of Québec*. It must be sent to the lessor(s). The lessee should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessor name \_\_\_\_\_

Lessor name \_\_\_\_\_

Address of leased dwelling \_\_\_\_\_

In response to your notice of rent increase and modification of another condition of the lease, I hereby inform you that (check off ONE of the boxes below) :

- I accept the renewal of the lease with the modifications.
- I refuse the proposed modifications and am renewing the lease.
- I am not renewing my lease and I will vacate the dwelling at the end of the lease.

If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section C of your lease) (arts. 1945 and 1955 C.C.Q.).

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

Confirmation of receipt, if the lessor is served the notice in person

I confirm that I received this notice on :

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_

**SCHEDULE 8**  
**LEASE**  
**of a Dwelling in a Cooperative**

**Tribunal administratif  
du logement**  
**Québec**

www.ta1.gouv.qc.ca  
Montréal area : 514 873-BAIL\*  
Elsewhere in Québec : 1 800 683-BAIL\*

\*An automated information service is available around the clock.

# LEASE

of a Dwelling  
in a Cooperative

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

**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**

Name \_\_\_\_\_

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

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

Telephone No. \_\_\_\_\_ Other telephone No. (cell phone) \_\_\_\_\_

Email address \_\_\_\_\_

Where applicable, represented by : \_\_\_\_\_

**THE LESSEE**

Name \_\_\_\_\_

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

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

Telephone No. \_\_\_\_\_ Other telephone No. (cell phone) \_\_\_\_\_

Email address \_\_\_\_\_

Where applicable, represented by : \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**FIXED TERM LEASE**

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

Specify number of weeks, months or years

From \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_ to \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

**INDETERMINATE TERM LEASE**

The term of the lease is indeterminate,

beginning on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

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

**D RENT (arts. 1855, 1903 and 1904 C.C.Q.)**

The rent is \$ \_\_\_\_\_  Per month  Per week

The total cost of services is \$ \_\_\_\_\_  Per month  Per week

The total rent is \$ \_\_\_\_\_  Per month  Per week

Where applicable, enter the cost of services of a personal nature in Schedule 6 to the lease : Services Offered to the Lessee by the Lessor.

The lessee is a beneficiary of a rent subsidy program.  Yes  No

Specify \_\_\_\_\_

Rent : The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.

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

**The cooperative may not exact any other amount of money from the lessee (e.g. deposit for the keys).**

Tribunal administratif du logement

1 of 6

May not be reproduced

Initials of lessor \_\_\_\_\_

Initials of lessee \_\_\_\_\_





<b>D RENT</b> (arts. 1855, 1903 and 1904 C.C.Q.) (cont.)																																											
<p><b>DATE OF PAYMENT</b></p> <p>▪ <b>FIRST PAYMENT PERIOD</b> The rent will be paid on _____. Day Month Year</p> <p>▪ <b>OTHER PAYMENT PERIODS</b> The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____ Specify</p> <p><b>METHOD OF PAYMENT</b> The rent is payable in accordance with the following method of payment : <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____</p> <p>The lessee agrees to give the cooperative postdated cheques for the term of the lease. <input type="checkbox"/> Yes <input type="checkbox"/> No Initials of lessee Initials of lessee</p> <p><b>PLACE OF PAYMENT</b> The rent is payable at _____ Place of payment (specify if the payment is made by mail, if applicable)</p>	<p>Payment of the rent for the first payment period: At the time of entering into the lease, the cooperative may require advance payment of the rent for only the <b>first payment period</b> (e.g. the first month, the first week). The advance payment may not exceed one month's rent.</p> <p>Payment of rent for the other payment periods: The rent is payable of the <b>first day</b> of each payment period (e.g. month, week), unless otherwise agreed.</p> <p>Method of payment: The cooperative <b>may not require</b> payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.</p> <p>Proof of payment: The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 and 1568 C.C.Q.).</p> <p>Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).</p>																																										
<b>E SERVICES AND CONDITIONS</b>																																											
<p><b>BY-LAWS OF THE IMMOVABLE</b> A copy of the by-laws of the immovable was given to the lessee <b>before</b> entering into the lease. Given on _____ Day Month Year Initials of lessee Initials of lessee</p> <p><b>WORK AND REPAIRS</b> The work and repairs to be done by the cooperative and the timetable for performing them are as follows : ▪ <b>Before</b> the delivery of the dwelling _____ _____</p> <p>▪ <b>During</b> the lease _____ _____</p> <p><b>JANITORIAL SERVICES</b> Specify _____ The contact information for the janitor or the person to contact if necessary is as follows : Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____</p> <p><b>SERVICES, TAXES AND CONSUMPTION COSTS</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; font-weight: normal;">Will be borne by :</th> <th style="text-align: center; font-weight: normal;">Cooperative</th> <th style="text-align: center; font-weight: normal;">Lessee</th> <th style="font-weight: normal;"></th> <th style="text-align: center; font-weight: normal;">Cooperative</th> <th style="text-align: center; font-weight: normal;">Lessee</th> </tr> </thead> <tbody> <tr> <td>Heating of dwelling</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Water consumption tax for dwelling</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil</td> <td></td> <td></td> <td>Snow and ice removal</td> <td></td> <td></td> </tr> <tr> <td>Gas } other than for heating</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Parking area</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Electricity</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Balcony</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hot water heater (rental fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Entrance, walkway, driveway</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hot water (user fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>▪ Stairs</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table> <p><b>CONDITIONS</b> The lessee is allowed to smoke. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____</p> <p>The lessee has a right of access to the land. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____</p> <p>The lessee has a right to keep one or more animals. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____</p> <p><b>OTHER SERVICES, CONDITIONS AND RESTRICTIONS</b> (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room) _____ _____ _____ _____ _____</p>	Will be borne by :	Cooperative	Lessee		Cooperative	Lessee	Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Snow and ice removal			Gas } other than for heating	<input type="checkbox"/>	<input type="checkbox"/>	▪ Parking area	<input type="checkbox"/>	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	<input type="checkbox"/>	▪ Balcony	<input type="checkbox"/>	<input type="checkbox"/>	Hot water heater (rental fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Entrance, walkway, driveway	<input type="checkbox"/>	<input type="checkbox"/>	Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Stairs	<input type="checkbox"/>	<input type="checkbox"/>	<p>By-laws of the immovable : The rules to be observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.</p> <p>If such by-laws exist, the cooperative must give a copy of them to the lessee <b>before</b> entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).</p> <div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold; font-size: x-small;">                 The by-laws may not contradict the lease or violate the law.             </div> <p>Work and repairs: On the date fixed for the delivery of the dwelling, the cooperative must deliver it in a good state of repair in all respects. However, the cooperative and the lessee may decide on a timetable for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).</p> <p>However, the cooperative may not release itself from the obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).</p> <p>Assessment of the condition of premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the dwelling in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).</p>
Will be borne by :	Cooperative	Lessee		Cooperative	Lessee																																						
Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/>																																						
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<b>F</b>	<b>RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED</b> (art. 1955 C.C.Q.)
<p>The cooperative and the lessee may not apply to the Tribunal administratif 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 :</p> <p><input type="checkbox"/> The dwelling is leased by the cooperative to one of its members.</p> <p style="text-align: center;"><b>OR</b></p> <p>The dwelling is leased by the cooperative to a non-member :</p> <p><input type="checkbox"/> The dwelling is located in an immovable erected five years ago or less. The immovable became ready for habitation on _____</p> <p style="text-align: center;"><b>OR</b></p> <p><input type="checkbox"/> The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less. The immovable became ready for habitation on _____</p>	
<p>However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	
<b>G</b>	<b>NOTICE TO A NEW LESSEE</b> (arts. 1896 and 1950 C.C.Q.)
<p>The cooperative does not have to give this notice when it rents a dwelling to one of its members, or when a dwelling is located in an immovable erected or altered five years ago or less, if the cooperative so indicated in section F. In such cases, the lessee cannot have the rent fixed by the Tribunal administratif du logement. In all other cases, the cooperative must give this notice at the time the lease is entered into.</p> <p>In other cases, the cooperative must give this notice at the time the lease is entered into.</p> <p>Please select the situation that applies:</p> <p><input type="checkbox"/> (1) I am notifying you that the lowest rent paid for your room in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p style="text-align: center;"><b>OR</b></p> <p><input type="checkbox"/> (2) I am notifying you that no rent has been paid during the twelve months prior to the beginning of your lease. The last rent was paid on _____ in the amount of \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p><b>Regardless of which situation applies, please indicate if:</b></p> <p>The leased property, the services offered by the lessor and the conditions of your lease are the same.    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating) :</p> <p>_____</p> <p>_____</p>	
<p>Signature of the cooperative mandatory _____ Day   Month   Year</p> <p>Signature of lessee (or his or her mandatory) _____ Day   Month   Year      Signature of lessee (or his or her mandatory) _____ Day   Month   Year</p>	
<b>H</b>	<b>SIGNATURES</b>
<p>Signature of the cooperative mandatory _____ Day   Month   Year</p> <p>Signature of lessee (or his or her mandatory) _____ Day   Month   Year      Signature of lessee (or his or her mandatory) _____ Day   Month   Year</p> <p>The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12).    <input type="checkbox"/> Yes    <input type="checkbox"/> No      Initials of lessee      Initials of lessee</p> <p><b>Any other person who signs the lease must clearly indicate in what capacity he or she is doing so</b> (e.g. another lessee, surety).</p> <p>(Particular 12)</p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____</p> <p>Address of signatory _____ Day   Month   Year</p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____</p> <p>Address of signatory _____ Day   Month   Year</p>	
<p><b>The cooperative must give the lessee a copy of the lease within 10 days after entering into the lease</b> (art. 1895 C.C.Q.).</p>	
<b>I</b>	<b>NOTICE OF FAMILY RESIDENCE</b> (arts. 403 and 521.6 C.C.Q.)
<p>A lessee who is <b>married</b> or in a <b>civil union</b> may not, without the written consent of his or her spouse, sublease his or her dwelling, assign the lease or terminate the lease where the cooperative has been notified, by either of the spouses, that the dwelling leased is used as the family residence.</p> <p><b>Notice to cooperative</b></p> <p>I hereby declare that I am <b>married</b> to or in a <b>civil union</b> with _____ Name of spouse</p> <p>I hereby notify you that the dwelling covered by the lease will be used as the family residence.</p> <p>Signature of lessee or lessee's spouse _____ Day   Month   Year</p>	
<p>If the lease includes services in addition to those indicated in this form, including services of personal nature, complete Schedule 6 to the lease : Services offered to the Lessee by the Lessor.</p>	



## 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.).

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

Except if the size of the dwelling justifies it, a cooperative may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he or she so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the Tribunal administratif 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 Tribunal administratif du logement. These remedies concern, for example, the performance of an obligation, reduction of the rent, rescission 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, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

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

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

The cooperative shall comply with the prescriptions of this Act.

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

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

If the lease includes services in addition to those indicated on this form, including services of a personal nature, Schedule 6 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 cooperative and the lessee may expressly agree to use another language (art. 1897 C.C.Q.).

## Clauses of the lease

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

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

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

For instance, no one may, in the lease:

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

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

The following clauses are also without effect:

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

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

## RIGHT TO MAINTAIN OCCUPANCY

5. The lessee, excluding a sublessee (art. 1940 C.C.Q.), has a personal right to maintain occupancy in his or her dwelling (art. 1936 C.C.Q.). The lessee may be evicted from his or her dwelling only in certain cases provided for by law, including the division or substantial enlargement of the dwelling and the rescission of the lease by the cooperative.

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

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

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

## New lessor

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

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

## Death

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

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

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

the heir and the cooperative so agree or when the dwelling is re-leased by the cooperative during that same period.

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

## Non-payment of rent

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

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

## LIABILITY OF SPOUSES AND CO-LESSEES

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

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

## Liability of co-lessees and surety

12. If the lease is signed by more than one lessee, the lessees are jointly liable for the obligations arising out of the lease, i.e. each of them is liable for his or her own share only (art. 1516 C.C.Q.).

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

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

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 C.C.Q.).

## ENJOYMENT OF PREMISES

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

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

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

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

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

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

## MAINTENANCE AND DWELLING REPAIRS

## Obligation of maintenance

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

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

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

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

**Dwelling unfit for habitation**

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

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

**Urgent and necessary repairs**

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

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

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

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

The lessee shall render an account to the cooperative of the repairs undertaken and the expenses incurred and shall deliver the invoices to the cooperative. The lessee may withhold from his or her rent an amount for necessary 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 Tribunal administratif 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 Tribunal administratif du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

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

**ACCESS TO AND VISIT OF DWELLING**

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

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

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

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

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

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

The cooperative is not required to notify the lessee 24 hours in advance of a visit by a prospective lessee. 31. The lessee may require the presence of the cooperative's representative during a visit to or a verification of the dwelling (art. 1932 C.C.Q.).

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

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

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

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

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

**NOTICES**

35. Every notice relating to the lease, given by the cooperative (e.g. notice of modification of the lease to increase the rent) or by the lessee (e.g. notice of non-renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1936 C.C.Q.).

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

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

**RENEWAL AND MODIFICATION OF LEASE****Renewal of lease**

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

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

The cooperative may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.).

However, the cooperative may modify the lease at the time of renewal, provided that it gives notice to the lessee.

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

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

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

**Modification of lease**

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

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

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

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

**Reply to a notice of modification**

(art. 1945 C.C.Q.)

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

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

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

Where the lessee is a member of the cooperative or where the immovable was erected or underwent a change of destination five years ago or less, and where Section F has been completed, the lessee who refuses the requested modification(s) shall vacate the dwelling upon termination of the lease.

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

**Fixing of conditions of the lease by the Tribunal administratif du logement**

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

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

**Agreement on modifications**

43. Where the cooperative and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the cooperative shall give the lessee a writing evidencing the modifications to the previous lease before the beginning of the renewal (art. 1959 C.C.Q.).

**Contestation of an adjustment of rent**

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

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

**ASSIGNMENT AND SUBLEASING**

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

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

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

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

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

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

49. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the

sublessee is not required to vacate the dwelling provided that he or she has not received notice of 10 days to that effect from the sublessor or, failing him or her, from the cooperative (art. 1940 C.C.Q.).

#### RESILIATION OF LEASE BY THE LESSEE

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

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

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 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 released 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 released during that same period.

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

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

If the rent includes services of a personal nature provided to the lessee or, where applicable, to his or her child, the lessee is only required to pay that part of the rent that relates to the services provided before he

or she vacated the dwelling, whether or not such services were provided under a contract separate from the lease.

#### SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

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

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

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

The condition of the dwelling may be established by the description made 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 compel the lessee to remove them and to restore the property to the condition in which he or she received it.

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

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

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

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

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

END OF MANDATORY PARTICULARS

**SCHEDULE 9**  
**LEASE**  
**of a Dwelling**

**Tribunal administratif  
du logement**  
**Québec**

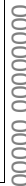
www.ta1.gouv.qc.ca  
Montréal area : 514 873-BAIL\*  
Elsewhere in Québec : 1 800 683-BAIL\*  
\*An automated information service is available around the clock.

# LEASE

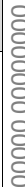
## of a Dwelling

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

A   BETWEEN THE LESSOR (WRITE LEGIBLY)	AND THE LESSEE (WRITE LEGIBLY)			
<p><b>Name</b> _____</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other Telephone No. (cell phone)</p> <p>Email address _____</p> <p>Where applicable, represented by : _____</p>	<p><b>Name</b> _____</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other Telephone No. (cell phone)</p> <p>Email address _____</p> <p>Where applicable, represented by : _____</p>			
<p><b>Name</b> _____</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other Telephone No. (cell phone)</p> <p>Email address _____</p> <p>Where applicable, represented by : _____</p>	<p><b>Name</b> _____</p> <p>No. Street Apt.</p> <p>Municipality Postal code</p> <p>Telephone No. Other Telephone No. (cell phone)</p> <p>Email address _____</p> <p>Where applicable, represented by : _____</p>			
<p>The names indicated in the lease must be those that the lessor and the lessee are legally authorized to use. The term "lessor" in the <i>Civil Code of Québec</i> generally refers to the owner of the immovable.</p>				
B   DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)				
<p><b>Address</b> _____</p> <p>No Street Apt.</p> <p>Municipality Postal code Number of rooms</p> <p>The dwelling is leased for residential purposes only. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the "No" box is checked off, the dwelling is leased for the combined purposes of housing and _____ <small>Specify (e.g. professional activities, commercial activities)</small></p> <p>but no more than one-third of the total floor area will be used for that second purpose (art. 1892 C.C.Q.).</p> <p>The dwelling is located in a unit under divided co-ownership. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Outdoor parking Number of places _____ Parking space(s) _____</p> <p><input type="checkbox"/> Indoor parking Number of places _____ Parking space(s) _____</p> <p><input type="checkbox"/> Locker or storage space _____ <small>Specify</small></p>				
<p><b>Other accessories and dependencies</b> _____ <small>Specify</small></p> <p>Furniture is leased and included in the rent. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <p><b>Appliances</b></p> <p><input type="checkbox"/> Washer</p> <p><input type="checkbox"/> Stove</p> <p><input type="checkbox"/> Microwave oven</p> <p><input type="checkbox"/> Dishwasher</p> <p><input type="checkbox"/> Refrigerator</p> </td> <td style="width: 33%; vertical-align: top;"> <p><b>Furniture</b></p> <p><input type="checkbox"/> Table(s) _____ <small>Number</small></p> <p><input type="checkbox"/> Chair(s) _____ <small>Number</small></p> </td> <td style="width: 33%; vertical-align: top;"> <p><b>Other</b></p> <p><input type="checkbox"/> Chest(s) of drawers _____ <small>Number</small></p> <p><input type="checkbox"/> Couch(es) _____ <small>Number</small></p> <p><input type="checkbox"/> Armchair(s) _____ <small>Number</small></p> <p><input type="checkbox"/> Bed(s) _____ <small>Number Size</small></p> </td> </tr> </table>		<p><b>Appliances</b></p> <p><input type="checkbox"/> Washer</p> <p><input type="checkbox"/> Stove</p> <p><input type="checkbox"/> Microwave oven</p> <p><input type="checkbox"/> Dishwasher</p> <p><input type="checkbox"/> Refrigerator</p>	<p><b>Furniture</b></p> <p><input type="checkbox"/> Table(s) _____ <small>Number</small></p> <p><input type="checkbox"/> Chair(s) _____ <small>Number</small></p>	<p><b>Other</b></p> <p><input type="checkbox"/> Chest(s) of drawers _____ <small>Number</small></p> <p><input type="checkbox"/> Couch(es) _____ <small>Number</small></p> <p><input type="checkbox"/> Armchair(s) _____ <small>Number</small></p> <p><input type="checkbox"/> Bed(s) _____ <small>Number Size</small></p>
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<div style="border: 1px solid black; padding: 10px;"> <p>The lessor and the lessee undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of one or more smoke detectors in the dwelling and the immovable.</p> <p>_____</p> <p>Initials of lessor    Initials of lessor    Day    Month    Year    Initials of lessee    Initials of lessee    Day    Month    Year</p> </div>				



<b>C TERM OF LEASE</b> (art. 1851 C.C.Q.)					
<b>FIXED TERM LEASE</b> The term of the lease is _____. Specify number of weeks, months or years From _____ to _____ Day Month Year Day Month Year			<b>INDETERMINATE TERM LEASE</b> The term of the lease is indeterminate, beginning on _____ Day Month Year		
Neither the lessor nor the lessee may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 510). However, they may terminate the lease by mutual consent.					
<b>D RENT</b> (arts. 1855, 1903 and 1904 C.C.Q.)					
The rent is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total cost of services is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total rent is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> 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. A lessee with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months (art. 1906 C.C.Q.) <b>The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).</b> Payment of rent for the first payment period: At the time of entering into the lease, the lessor may require advance payment for the rent for only the <b>first payment period</b> (e.g. the first month, the first week). The advance payment may not exceed one month's rent. Payment of rent for the other payment periods: The rent is payable on the <b>first day</b> of each payment period (e.g. month, week), unless otherwise agreed. Method of payment : The lessor <b>may not require</b> payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed. Proof of payment : The lessee is entitled to a receipt for the payment of his or her rent in cash (arts. 1564 et 1568 C.C.Q.).		
The lessee is a beneficiary of a rent subsidy program. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____					
<b>DATE OF PAYMENT</b>					
■ <b>FIRST PAYMENT PERIOD</b> The rent will be paid on _____. Day Month Year					
■ <b>OTHER PAYMENT PERIODS</b> The rent will be paid on the 1st day <input type="checkbox"/> Of the month <input type="checkbox"/> Of the week Or on _____. Specify _____					
<b>METHOD OF PAYMENT</b>					
The rent is payable in accordance with the following method of payment : <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other _____					
The lessee agrees to give the lessor postdated cheques for the term of the lease. <input type="checkbox"/> Yes <input type="checkbox"/> No Initials of lessee _____ Initials of lessee _____					
<b>PLACE OF PAYMENT</b>					
The rent is payable at _____ Place of payment (specify if the payment is made by mail, if applicable)					
<b>E SERVICES AND CONDITIONS</b>					
<b>BY-LAWS OF THE IMMOVABLE</b>			By-laws of the immovable : The rules to be observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises. <b>If such by-laws exist, the lessor must give a copy of them to the lessee before entering into to lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).</b> If the dwelling is located in an immovable under <b>divided co-ownership</b> , 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.).		
A copy of the by-laws of the immovable was given to the lessee <b>before</b> entering into the lease. Given on _____ Day Month Year Initials of lessee Initials of lessee					
<b>DIVIDED CO-OWNERSHIP</b> A copy of the by-laws of the immovable was given to the lessee. Given on _____ Day Month Year Initials of lessee Initials of lessee					
<b>WORK AND REPAIRS</b>					
The work and repairs to be done by the lessor and the timetable for performing them are as follows :					
■ <b>Before</b> the delivery of the dwelling _____ _____ _____					
■ <b>During</b> the lease _____ _____ _____					
<b>JANITORIAL SERVICES</b>					
Specify _____ The contact information for the janitor or the person to contact if necessary is as follows :					
Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____					
<b>SERVICES, TAXES AND CONSUMPTION COSTS</b>					
<b>Will be borne by :</b>					
Heating of dwelling <input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil Gas } other than for heating Electricity }		<b>Lessor</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<b>Lessee</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Hot water heater (rental fees) Hot water (user fees)		<input type="checkbox"/> <input type="checkbox"/>		Water consumption tax for dwelling Snow and ice removal ■ Parking area ■ Balcony ■ Entrance, walkway, driveway ■ Stairs	
		<b>Lessor</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<b>Lessee</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	





<b>E</b>	<b>SERVICES AND CONDITIONS (cont.)</b>
<p><b>CONDITIONS</b></p> <p>The lessee is allowed to <b>smoke</b>. <input type="checkbox"/> Yes <input type="checkbox"/> No  <small style="margin-left: 150px;">Specify _____</small></p> <p>The lessee has a right of <b>access to the land</b>. <input type="checkbox"/> Yes <input type="checkbox"/> No  <small style="margin-left: 150px;">Specify _____</small></p> <p>The lessee has a right to keep one or more <b>animals</b>. <input type="checkbox"/> Yes <input type="checkbox"/> No  <small style="margin-left: 150px;">Specify _____</small></p> <p>OTHER SERVICES, CONDITIONS AND RESTRICTIONS (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room)                  _____                  _____</p>	
<b>F</b>	<b>RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)</b>
<p><b>The lessor and the lessee may not apply to the Tribunal administratif 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:</b></p> <p><input type="checkbox"/> The dwelling is located in an immovable erected five years ago or less.                  The immovable became ready for habitation on _____  <small style="margin-left: 100px;">Day    Month    Year</small></p> <p><b>OR</b></p> <p><input type="checkbox"/> The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.                  The immovable became ready for habitation on _____  <small style="margin-left: 100px;">Day    Month    Year</small></p> <p>However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	
<p><b>If one of the two boxes opposite is checked off</b> 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, <b>must vacate</b> the dwelling upon termination of the lease (particulars Nos. 39 and 41).</p> <p><b>If none of the two boxes opposite is checked off</b> and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue to live in the dwelling, the lease is then renewed. The lessor may apply to the Tribunal administratif du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 41 and 42).</p>	
<b>G</b>	<b>NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896 and 1950 C.C.Q.)</b>
<p><b>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.</b></p> <p>Please select the situation that applies:</p> <p><input type="checkbox"/> (1) I am notifying you that the lowest rent paid for your room in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ _____.  <input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p><b>OR</b></p> <p><input type="checkbox"/> (2) I am notifying you that no rent has been paid during the twelve months prior to the beginning of your lease. The last rent was paid on _____ in the amount of \$ _____.  <small style="margin-left: 100px;">Day    Month    Year</small>  <input type="checkbox"/> Per month    <input type="checkbox"/> Per week    <input type="checkbox"/> Other _____</p> <p><b>Regardless of which situation applies, please indicate if:</b></p> <p>The leased property, the services offered by the lessor and the conditions of your lease are the same. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating):                  _____                  _____</p>	
<p>If situation (1) applies and 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 is entered into, apply to the Tribunal administratif du logement to have the rent fixed.</p> <p>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 Tribunal administratif du logement to have his or her rent fixed.</p> <p>The new lessee or the sublessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.</p>	
<p>Signature of lessor (or his or her mandatory) _____  <small style="margin-left: 100px;">Day    Month    Year</small></p> <p>Signature of lessor (or his or her mandatory) _____  <small style="margin-left: 100px;">Day    Month    Year</small></p> <p>Signature of lessee (or his or her mandatory) _____  <small style="margin-left: 100px;">Day    Month    Year</small></p> <p>Signature of lessee (or his or her mandatory) _____  <small style="margin-left: 100px;">Day    Month    Year</small></p>	
<b>H</b>	<b>SIGNATURES</b>
<p>Signature of lessor (or his or her mandatory) _____  <small style="margin-left: 100px;">Day    Month    Year</small></p> <p>Signature of lessor (or his or her mandatory) _____  <small style="margin-left: 100px;">Day    Month    Year</small></p> <p>Signature of lessee (or his or her mandatory) _____  <small style="margin-left: 100px;">Day    Month    Year</small></p> <p>Signature of lessee (or his or her mandatory) _____  <small style="margin-left: 100px;">Day    Month    Year</small></p> <p>The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12). <input type="checkbox"/> Yes <input type="checkbox"/> No  <small style="margin-left: 150px;">Initials of lessee    Initials of lessee</small></p> <p><b>Any other person who signs the lease must clearly indicate in what capacity he or she is doing so</b> (e.g. another lessee, surety).                  (Particular 12)</p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____                  Address of signatory _____  <small style="margin-left: 100px;">Day    Month    Year</small></p> <p>Name (WRITE LEGIBLY) _____ Signature _____ Capacity _____                  Address of signatory _____  <small style="margin-left: 100px;">Day    Month    Year</small></p>	
<p><b>The lessor must give the lessee a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).</b></p>	

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**I NOTICE OF FAMILY RESIDENCE** (arts. 403 and 521.6 C.C.Q.)

A lessee who is **married or in a civil union** may not, without the written consent of his or her spouse, sublease his or her dwelling, assign the lease or terminate the lease where the lessor has been notified, by either of the spouses, that the dwelling leased is used as the family residence.

**Notice to lessor**

I hereby declare that I am **married to or in a civil union with** \_\_\_\_\_.

Name of spouse

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

Signature of lessee or lessee's spouse

Day Month Year

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

**PARTICULARS**

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

**GENERAL INFORMATION**

These particulars describe most of the rights and obligations of 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.).

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

Except if the size of the dwelling justifies it, a lessor may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he or she so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the Tribunal administratif 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 Tribunal administratif 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, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap. The Charter also protects seniors and handicapped persons against any form of exploitation.

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

**Access to 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*.

**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 by-laws of the immovable**

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

**Clauses of the lease**

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

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

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

For instance, no one may, in the lease:

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

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

The following clauses are also without effect:

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

**RIGHT TO MAINTAIN OCCUPANCY**

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

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

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

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

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

**New lessor**

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

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

**Death**

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

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

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

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

**Non-payment of rent**

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

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

**LIABILITY OF SPOUSES AND CO-LESSEES**

Liability of persons who are married or in a civil union

11. A married or civil union spouse who rents a dwelling for the current needs of the family also binds the other spouse for the whole, if they are not

separated from bed and board, unless the other spouse has previously consented and his or her unwillingness to be bound for the debt (arts. 397 and 521.6 C.C.Q.).

#### Liability of co-lessees and surety

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

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

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

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. 1831 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352 C.C.Q.).

#### ENJOYMENT OF PREMISES

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

14. The lessee shall, throughout the term of the lease, use the leased property "with prudence and diligence", i.e. he or she must use it in a rea-sonable 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. 1890 C.C.Q.).

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

#### MAINTENANCE OF DWELLING AND REPAIRS

##### Obligation of maintenance

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

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

21. A lessee who becomes aware of a serious defect or deterioration of the dwelling shall inform the lessor within a reasonable time (art. 1865 C.C.Q.).

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

##### Dwelling unfit for habitation

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

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

##### Urgent and necessary repairs

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

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

26. The lessee may, without the authorization of the Tribunal administratif 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

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

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

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

If the lessee fails to reply within 10 days after receiving the notice requiring him or her to vacate the dwelling temporarily, the lessee is deemed to have refused to vacate the premises. If the lessee refuses to vacate or fails to reply, the lessor may, within 10 days after such refusal, apply to the Tribunal administratif 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 Tribunal administratif du logement to modify or suppress any condition relating to the performance of the work that he or she considers abusive.

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

#### ACCESS TO AND VISIT OF DWELLING

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

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

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

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

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

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

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

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

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

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

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

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

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

#### NOTICES

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

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

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

#### RENEWAL AND MODIFICATION OF LEASE

##### Renewal of lease

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

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

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

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

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

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

##### Modification of lease

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

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

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

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

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

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

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

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

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

A model of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and a model of the lessee's reply to such notice are found at the end of these particulars and on the Tribunal administratif du logement's website ([www.tal.gouv.qc.ca](http://www.tal.gouv.qc.ca)).

##### Fixing of conditions of the lease by the Tribunal administratif du logement

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

**Agreement on modifications**

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

**Contestation of an adjustment of rent**

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

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

**REPOSSSESSION OF DWELLING AND EVICTION (arts. 1957 to 1970 C.C.Q.)**

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

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

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

Beneficiaries may be:

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

A lessor may not repossess the land of a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the repossession:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

Despite that, the lessor may repossess the land if the lessor meets one or more of the following conditions:

- the lessor is 70 years of age or over and wishes to repossess the land to live on it;
- the beneficiary of the repossession is 70 years of age or over;
- the lessor is an owner-occupant 70 years of age or over and wishes to have a beneficiary under 70 years of age reside on the same land as him or her.

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

The notice shall contain the following:

- the name of the beneficiary;
- the degree of relationship or the connection between the beneficiary and the lessor, if any;
- the date fixed for the repossession;
- the content of article 1959.1 C.C.Q.

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.). The notice must also reproduce the content of article 1959.1 C.C.Q.

The notice must also reproduce the content of article 1959.1 C.C.Q.

The lessor may not evict a lessee if the lessee or the lessee's spouse meets all the following conditions at the time of the eviction:

- the lessee is 70 years of age or over;
- the lessee has occupied the land for at least 10 years;
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing.

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**

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 lessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.Q.).

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

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

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

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

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

**RESILIATION OF LEASE BY THE LESSEE**

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

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

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, considers that the resiliation of the lease is a measure that will ensure the safety of the lessee or of a child living with the lessee. The public servant or public officer must act promptly.

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

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

**SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE**

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

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

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

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

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

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

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

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

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

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

## STEPS FOR REPOSSESSING THE 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 Tribunal administratif du logement by owner-lessor
Lease of more than 6 months	6 months before termination of the lease	Within 1 month after receiving the owner-lessor's notice. If the lessee fails to reply, he or she is deemed to have refused to vacate the land.	Within 1 month after the refusal or the expiry of the period granted to the lessee to reply.
Lease of 6 months or less	1 month before termination of the lease		
Lease with an indeterminate term	6 months before intended date of repossession		

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

TABLE D	Step 1 : Application to the Tribunal administratif du logement	Step 2 : Application to the Tribunal administratif 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 agreed to vacate the land.
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	If the lessee objects, the lessor shall show the tribunal that he or she truly intends to divide, enlarge or change the destination of the land and that he or she is permitted to do so by law.

END OF MANDATORY PARTICULARS

MODEL OF NOTICE

**NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with articles 1942 and 1943 of the *Civil Code of Québec*. It must be sent to each of the lessees individually. The lessor should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessee name \_\_\_\_\_

Lessee name \_\_\_\_\_

Address of leased dwelling \_\_\_\_\_

Upon renewal of your lease, I intend to modify the following condition(s) :

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

- Your current rent of \$ \_\_\_\_\_ will be increased to \$ \_\_\_\_\_. (Enter the new rent)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \$ \_\_\_\_\_. (Enter the amount of increase)
- OR
- Your current rent of \$ \_\_\_\_\_ will be increased by \_\_\_\_%. (Enter the percentage increase)
- OR
- Your rent under the lease ending on \_\_\_\_\_, currently the subject of an application to review or fix the rent, will be increased by \_\_\_\_\_% of the rent to be determined by the Tribunal.

**Term of lease**

Your lease will be renewed from \_\_\_\_\_ to \_\_\_\_\_

**Other modification(s) (state the proposed modifications, e.g. : garage, heating)**

\_\_\_\_\_  
 \_\_\_\_\_

**To the lessee : IF YOU REFUSE** the modification(s) or **YOU ARE MOVING** at the end of the lease, **YOU MUST RESPOND** to this notice **ONE MONTH** of its receipt. Otherwise, the lease will be renewed under the new conditions.  
 A response template provided by the Tribunal administratif du logement is available on the Tribunal's website ([www.tal.gouv.qc.ca/en](http://www.tal.gouv.qc.ca/en)), from your local Tribunal office or by mail.

Lessor or mandatory name \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Lessor or mandatory signature \_\_\_\_\_ Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

**Confirmation of receipt, if the lessee is served the notice in person**

I confirm that I received this notice on :

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

RESPONSE TO A NOTICE MODEL

**LESSEE'S RESPONSE TO A NOTICE OF RENT INCREASE AND MODIFICATION OF ANOTHER CONDITION OF THE LEASE**

This notice is given in accordance with article 1945 of the *Civil Code of Québec*. It must be sent to the lessor(s). The lessee should always keep a copy of the notice and proof that the served notice was received.

Notice to :

Lessor name \_\_\_\_\_

Lessor name \_\_\_\_\_

Address of leased dwelling \_\_\_\_\_

In response to your notice of rent increase and modification of another condition of the lease, I hereby inform you that (check off ONE of the boxes below) :

- I accept the renewal of the lease with the modifications.
- I refuse the proposed modifications and am renewing the lease.
- I am not renewing my lease and I will vacate the dwelling at the end of the lease.

If the lease mentions that the dwelling is located in a cooperative of which the lessee is a member, or in a building that was erected or underwent a change of destination five years ago or less, and if the lessee refuses one or more modifications, the lessee must move upon termination of the lease (see Section F of your lease) (arts. 1945 and 1955 C.C.Q.).

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessee name – please print \_\_\_\_\_ Lessee signature \_\_\_\_\_

**Confirmation of receipt, if the lessor is served the notice in person**

I confirm that I received this notice on :

Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_  
 Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Lessor name – please print \_\_\_\_\_ Lessor signature \_\_\_\_\_