# **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 formulaires@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) H1T 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 formulaires@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) H1T 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 administra du logement Québe	c * *			EASI	_
www.tal.gouv.qc.c Montréal area : 514 873-			in	an Educatio	-
Elsewhere in Québec : 1 8	800 683-BAIL*			Institut	ion
	RIBUNAL ADMINISTRATIF D	U LOGEMENT MANDAT	ORY FORM   TWO	COPIES	
A BETWEEN THE LES (EDUCATIONAL INS	SSOR (WRITE LEGIBLY) STITUTION)	AND THE LE: (STUDENT)	SSEE (WRITE LEGIBL'	Y)	
Name		Name			
No. Street	Apt.	No.	Street	Apt.	
Municipality	Postal code	Municipality		Postal code	
Telephone No.	Other telephone No. (cell phone)	Telephone No.	Ot	her telephone No. (cell phone)	
Email address		Email address			
Represented by :		Where applicable, rep	presented by :		
	licated in the lease must be those th				
B DESCRIPTION AND	DESTINATION OF LEASED F				
Address and description of	Make the necessary adaptation	ns if the leased property is a d	aweiling instead of a ro	om.	
Address and description of	the room				
The room is leased for reside	ential purposes only.				
☐ Outdoor parking	Parking space				
☐ Indoor parking	Parking space				
Furniture is leased and inclu	ıded in the rent. ☐ Yes ☐ No	,			
		,			
Appliances	Furniture			ther	
☐ Stove	☐ Table(s)	□ Couch(es) Numb	per	Storage space	
☐ Microwave oven	☐ Chair(s)	Armchair(s) Numb		Other	
☐ Refrigerator	☐ Chest(s) of drawers	Bed(s)	Size		
	Number	Number	Size		
	titution and the student undertal				
regulations respectif	ng the presence and proper work	king order of one of more s	smoke detectors in ti	ie room and the immovab	ne.
Initials of the educationa	I institution's mandatary Day	Month Year	Initials of student	Day Month Year	_
C TERM OF LEASE (a)	rt. 1851 C.C.Q.)				
TERM					
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Tribunal administratif du logeme	nt	1 of 5		May not be r	eproduced
			Initials of lessor	Initials of lessee	

RENT (arts. 1855, 1903 and 1904 C.C.					
ne rent is \$	.   Per monti			Rent: The rent is payable in equal instalm exceeding one month's rent, except for	
ne total cost of services is \$ne total rent is \$	<ul><li> Per mont</li><li> Per mont</li></ul>			instalment, which may be less.	10
	. 🗀 rei illonti	ı ⊔ refV	TOOK	The educational institution may not ex other amount of money from the	
ATE OF PAYMENT				(e.g. deposit for the keys).	
FIRST PAYMENT PERIOD The rent will be paid on        .				Payment of the rent for the first payment pe the time of entering into the lease, the edu	
Day Month Year				institution may require advance payment of	the re
OTHER PAYMENT PERIODS  The rent will be paid on the 1st day	ak	for only the <b>first payment period</b> (e.g. the first the first week). The advance payment may no	si mont ot excee		
Or on	one month's rent.				
Specify			_	Payment of rent for the other payment perior rent is payable of <b>the first day</b> of each payment	
ETHOD OF PAYMENT				(e.g. month, week), unless otherwise agreed.	
The rent is payable in accordance with the following method of payment :				Method of payment: The educational institution ma not require payment by means of a postdated chequ	
Cash Cheque Electronic ba			·	or any other postdated instrument, unless o	
he student agrees to give the educationa  Yes  No	institution postdate	ed cheques for	or the term of the lease.	agreed.	0.000
Initials of student				Proof of payment: The student is entitled to a for the payment of his or her rent in cash (ar	
LACE OF PAYMENT				and 1568 C.C.Q.).	
he rent is payable at	(amounts of the	and been a w	off-ability	Place of payment: The rent is payable	
Place of payment	(specify if the payment is n	nade by mail, if app	piicatolė)	student's domicile, unless otherwise agreed (a C.C.Q.).	art. 156
SERVICES AND CONDITIONS					
/-LAWS OF THE IMMOVABLE				By-laws of the immovable : The rules to be of	observe
	on to the student be-f	ore entering !-	ato the leave	in the immovable are established by by-laws.	. The b
copy of the by-laws of the immovable was giv	en to the student bef	ore entering in	ito trie lease.	laws pertain to the enjoyment, use and mair of the dwelling and of the common premises.	iitenani
ven on Day Month Year Initials of	of student Initia	als of lessee	-	If such by-laws exist, the educational in	nstitutio
ANITORIAL SERVICES				must give a copy of them to the lessee entering into the lease so that the by-laws for	e <b>befo</b>
ANITORIAL SERVICES				the lease (art. 1894 C.C.Q.).	puit
ecify	The by-laws may not contradict the le	ase of			
edry ne contact information for the janitor or th	e person to contact	in necessar	y is as follows :	violate the law.	
		,	•	Assessment of the condition of premises absence of an assessment of the conditio	
lame	Telephor	ne No.		premises (descriptions, photographs, et	tc.), tl
Email address Other telephone No. (cell phone)			shone)	student is presumed to have received the good condition at the beginning of the lease (a	
inian auur 655	Otner tei	ь <sub>р</sub> нине ио. (сен р	none	2nd par. C.C.Q.).	
HE FOLLOWING SERVICES WILL BE E					
	Educational institution	Student		Educational S institution	Studen
eating of room			Laundry		
Electricity   Gas   Fuel oil			Wired Internet access		
ectricity (other than for heating)			Wireless Internet access		
ot water (use fees)			Telephone		
now and ice removal					
ONDITION	Yes	No			
ne student is allowed to <b>smoke</b> .			Specify		
THER CONDITIONS			Spoury		
RESTRICTIONS ON THE RIGHT	TO HAVE THE	RENT FIXE	D AND THE LEASE MO	DIFIED (art. 1955 C.C.Q.)	
he educational institution and the stu					
gement for the fixing of the rent or for ne of the following situations applies:	ure modification	oi another c	condition of the lease if	who refuses a modification in his of he	er lea
The room is located in an immovable e	rected five years a	go or less.		requested by the educational institution, such increase in rent, must vacate the room	
The immovable became ready for habit		,. 0000.	I	termination of the lease (particulars Nos. 42 a	and 44
•	Day	Month Ye	ear .	If neither of the two boxes opposite is che and if the student refuses a modification in h	
OR				lease requested by the educational institu	ition a
The room is located in an immovable w		ential purpose	as results from a change	wishes to continue to live in the room, the leas renewed. The education institution may app	
of destination that was made five years ago or less.  The immovable became ready for habitation on				Tribunal administratif du logement to h	nave t
The immovable became ready for habit	ation on			conditions of the lease fixed for the numos	ses of
•	tation on Day	Month Ye	nar .	conditions of the lease fixed for the purpos renewal (particulars Nos. 44 and 45).	ses of i

G NOTICE TO A NEW STUDENT (arts. 1896 and 1950 C.C.Q.)					
Mandatory notice to be given by the educational institution at the time the lease is entered into, except when one of the two boxes in section F is checked off.	If situation (1) applies and if the new student pays a rent higher than that declared in the notice, he or she				
Please select the situation that applies:	may, within 10 days after the date the lease is entered into, apply to the Tribunal administratif du logement to				
☐ (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 \$	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				
□ Per month □ Per week □ Other	lease, apply to the Tribunal administratif du logement to have his or her rent fixed.				
OR	The new student may also make such application				
$\begin{tabular}{ c c c c c c c c c c c c c c c c c c c$	within two months after the day he or she becomes aware of a false statement in the notice.				
☐ Per month ☐ Per week ☐ Other					
Regardless of which situation applies, please indicate if:					
The leased property, the services offered by the education institution and the terms of your lease are the same.					
□ Yes □ No					
If the "No" box is checked off, the following changes have been made (e.g. addition or removal of a service):					
Signature of the educational institution's mandatary Day Month Year Signature of student (or his or h	er mandatary) Day Month Year				
H SIGNATURES					
11 SIGNATURES					
Signature of the educational institution's mandatary  Day Month Year Signature of student (or his or h	er mandatary) Day Month Year				
Any other person who signs the lease must clearly indicate in what capacity he or she is doin	Q SQ (e.g. surety).				
	<b>3</b> - 1 (1-13-1-1-17).				
Name (WRITE LEGIBLY) Signature	Capacity				
Address of signatory	Day Month Year				
ruurooo or arginator y	osy monut real				
The educational institution must give the student a copy of the lease within 10 days after	er entering into the lease (art. 1895 C.C.Q.).				

### 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 Quépec (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 1376 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

 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.

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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, 1868, 1889, 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.).
- A student who leases a room in an educational institution is entitled to maintain occupancy for any period during which he or she is enrolled in the educational institution as a full-time student (art. 1979 C.C.Q.).

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

- A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease (art. 1980 C.C.Q.).
- 8. A student who leases a room for the summer period only is not entitled to maintain occupancy (art. 1979 C.C.Q.).
- 9. The lease of a student is resiliated of right when the student ends his or her studies or ceases to be enrolled in the educational institution (art. 1983 C.C.Q.).
- 10. Where a student ceases to be a full-time student, the educational institution may resiliate his or her lease by giving one month's notice.

However, the student may, within one month after receiving the resiliation notice, contest it on its merits by filing an application with the 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 Inibunal for a condemnation forcing the student to ap 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 eviden 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.O.)
- 21. The student and the persons he or she allows to use or to have access to the room shall act in such a way as not to disturb the normal enjoyment of the other lessess (art. 1860 C.C.O.)
- 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. 1686 and 1896 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 induring 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.O.)
- 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 lessess 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 demages 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 writing 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 noncompliance 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 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  Québec		LEASE for a Dwelling
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.	in	Low-Rental Housing
TRIBUNAL ADMINISTRATIF DU LOGEMENT N	IANDATORY FORM	TWO COPIES
A BETWEEN (WRITE LEGIBLY)		
THE LESSOR		
Name		
No. Street Apt.	Municipality	Postal code
Telephone No. Other telephone No. (cell phone)  Where applicable, represented by:	Email address	
, , , , , , , , , , , , , , , , , , , ,	LESSEE	
Name Name	LLGGLL	
No. Street Apt. No.	Street	Apt.
Municipality Postal code Municipality		Apt. Postal code
Telephone No. Other telephone No. (cell phone) Telephone No. (cell phone) Email address		Other telephone No. (cell phone)
	applicable, represented by :	
The names indicated in the lease must be those that the less		ally authorized to use
The term "lessor" in the Civil Code of Québec genera	_	-
B DESCRIPTION AND DESTINATION OF THE LEASED DWELLING,	ACCESSORIES AND	DEPENDENCIES (art. 1892 C.C.Q.)
Address		A-4
Municipality Postal code		Apt.  Number of rooms
C TERM OF LEASE (art. 1851 C.C.Q.)		Number of fouris
· · · · · · · · · · · · · · · · · · ·	1 1 1	
The term of the lease is Specify number of weeks or months.	Day Month Yea	r Day Month Year
<b>D RENT</b> (arts. 1855, 1903 and 1904 C.C.Q.)		
The rent is \$	exci insta vary	it: The rent is payable in equal instalments not eeding one month's rent, except for the last alment, which may be less. However, the rent may during the term of the lease in accordance with les 1992 and 1994 C.C.Q (particulars Nos. 13 and
This rent is the result of the application of the regulations respecting the conditions of dwellings in low-rental housing.	The	elessor may not exact any other amount of ney from the lessee (e.g. deposit for the keys).
Where applicable, enter the cost of services of a personal nature in Schedule 6 to the lease: Services Offered to the Lessee by the Less DATE OF PAYMENT	Pay	ment of the rent for the first payment period : At time of entering into the lease, the lessor may
FIRST PAYMENT PERIOD The rent will be paid on Day Month Year	pay	uire advance payment of the rent for only the <b>first</b> ment period (e.g. the first month, the first week). advance payment may not exceed one month's
OTHER PAYMENT PERIODS The rent will be paid on the 1st day	Pay	ment of rent for the other payment periods : The is payable of the first day of each payment period . month, week), unless otherwise agreed.
Specify		hod of payment: The lessor may not require ment by means of a postdated cheque or any
METHOD OF PAYMENT  The cont is payable in accordance with the following method of payment:	othe	er postdated instrument, unless otherwise agreed.
The rent is payable in accordance with the following method of payment :  Cash Cheque Electronic bank transfer Other	for t	of of payment: The lessee is entitled to a receipt the payment of his or her rent in cash (arts. 1564 1568 C.C.Q.).
The lessee agrees to give the lessor postdated cheques for the term of the lease.  Yes No Initials of lessee Initials of lessee	Fide	ce of payment: The rent is payable at the see's domicile, unless otherwise agreed (art. 1566
PLACE OF PAYMENT	C.C	·w.j.
The rent is payable atPlace of payment (specify if the payment is made by mail, if applicable)		
Tribunal administratif du logement 1 of 5		May not be reproduced
	Initial	o of lances Initials of lances

E   ACCESSORIES, DEPENDENCIES, SERVICES AND CONDITIONS	
BY-LAWS OF THE IMMOVABLE	By-laws of the immovable : The rules to be observed in the immovable are established by by-laws. The based on the immovable are established by by-laws.
A copy of the by-laws of the immovable was given to the lessee <b>before</b> entering into the lease.	laws pertain to the enjoyment, use and maintenan of the dwelling and of the common premises.
Given on Day Month Year Initials of lessee Initials of lessee	If such by-laws exist, the lessor must give a copy them to the lessee before entering into the lease
ACCESSORIES, DEPENDENCIES, SERVICES AND CONDITIONS (other than those provided for in the leasing conditions set by the regulations)	that the by-laws form part of the lease (art. 18 C.C.Q.).
	The by-laws may not contradict the lease o violate the law.
The lessee is allowed to <b>smoke</b> . ☐ Yes ☐ No	
The lessee has a right of <b>access to the land</b> . ☐ Yes ☐ No	
The lessee has the right to keep one or more <b>animals</b> .   Yes  No  Specify	
The lessor and the lessee undertake, in accordance with their respective responsibi respecting the presence and proper working order of one or more smoke detectors	
Initials of lessor's mandatary Day Month Year Initials of lessee Initials of	
F SCHEDULES This lease is supplemented by the following schedules,	
This lease is supplemented by the following sureduces,	
	, which form an integral part of the leas
G SIGNATURES	
Signature of lessor (or his of her mandatary)  Day Month Year	
Signature of lessor (or his of her mandatary) Day Month fear	
Signature of lessee (or his of her mandatary)  Day Month Year Signature of lessee (or his of her mandatary)  The leavest word and leave here a signature of lessee (or his of here).	
Signature of lessee (or his of her mandatary)  Day Month Year Signature of lessee (or his of her mandatary)  The lessees undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).	
	No
The lessees undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).   Yes	No
The lessees undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).   Yes   Any other person who signs the lease must clearly indicate in what capacity he or she is doin	No
The lessees undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).   Yes  Any other person who signs the lease must clearly indicate in what capacity he or she is doin  Name (WRRITE LEGIBLY)  Signature	No
The lessees undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).   Any other person who signs the lease must clearly indicate in what capacity he or she is doin  Name (WRITE LEGIBLY)  Signature  Address of signatory	No
The lessees undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).   Any other person who signs the lease must clearly indicate in what capacity he or she is doin  Name (WRITE LEGIBLY)  Signature  Name (WRITE LEGIBLY)  Signature	No
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The lessees undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).   Any other person who signs the lease must clearly indicate in what capacity he or she is doint where (WRITE LEGIBLY)  Address of signatory  Name (WRITE LEGIBLY)  Signature  Address of signatory  The lessor must give the lessee a copy of the lease within 10 days after entering the company of the lease within 10 days after entering the season of the lease within 10 days after entering the lease within 1	No
The lessees undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).   Any other person who signs the lease must clearly indicate in what capacity he or she is doint name (WRITE LEGIBLY)  Signature  Address of signatory  The lessor must give the lessee a copy of the lease within 10 days after entering the NOTICE OF FAMILY RESIDENCE (arts. 403 and 521.6 C.O.Q.)  A lessee who is married or in a civil union may not, without the written consent of his or her spous 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	No
The lessees undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).   Any other person who signs the lease must clearly indicate in what capacity he or she is doin  Name (WRITE LEGIBLY)  Signature  Address of signatory  The lessor must give the lessee a copy of the lease within 10 days after enterin  MOTICE 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 spounotified, by either of the spouses, that the dwelling leased is used as the family residence.  Notice to lessor	No
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The lesses undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).   Any other person who signs the lease must clearly indicate in what capacity he or she is doint Name (WRITE LEGIBLY)  Signature  Address of signatory  The lessor must give the lessee a copy of the lease within 10 days after entering the lease who is married or in a civil union may not, without the written consent of his or her spous ortified, 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.	No
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The lesses undertake to be solitarily liable for the lease (particulars Nos. 16 and 17).   Any other person who signs the lease must clearly indicate in what capacity he or she is doint Name (WRITE LEGIBLY)  Signature  Address of signatory  The lessor must give the lessee a copy of the lease within 10 days after entering the lease who is married or in a civil union may not, without the written consent of his or her spous ortified, 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.	No

Initials of lessee

### PARTICULARS

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

### GENERAL INFORMATION

These particulars describe most of the rights and obligations of the lessors and lessees. They summarize the essential points of the law concerning leases, it.e. articles 1851 to 1978 of the CNII 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 1376 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 administratiff 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 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

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

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

### Clauses of the lease

The lessor and the lessee may agree on various clauses, but they may not disregard, 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 1853, 1860 to 1863, 1865, 1865, 1868, 1868, 1869, 1883, 1892 to 1993, 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.O.).

### RIGHT TO MAINTAIN OCCUPANCY

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

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

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 diese, provided that those persons comply with the formalities provided for by law (ar. 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 1933 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, be 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 Jessoi

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. 1938 and 1939 C.C.Q.).

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

# DELIVERY OF DWELLING AT THE BEGINNING OF THE LEASE

11. On the date fixed for the delivery of the dwelling, the lessor shall deliver it in a good state of repair in all respects. However, the lessor and the lessee may decide otherwise and agree on the work

Initials of lessor Initials of lessee

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.O.)

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

### RENT

### 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 reestablished; the lessee may contest 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-navment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lesses to pay it. Also, if the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee

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

### LIABILITY OF SPOUSES AND CO-LESSEES

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

16. A married or civil union spouse who rents a dwelling for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the other spouse has previously informed the lessor of his or her unwillingness to be bound for the debt (arts. 397 and 521 6 C C O )

### Liability of co-lessees

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.

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 rea-sonable 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.O.)
- 21. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920
- 22. The lessee and the persons he or she allows to use or to have access to the dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.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

### 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 keen 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
- 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 elling 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 renairs, the lessor may require the lessee to vacate the property temporarily, without notice and without authorization from the Tribunal administratif du logement (art. 1865

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

The lessee shall render an account to the lessor of the renairs 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

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

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

- 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

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

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

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

### NOTICES

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

**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 noncompliance 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. 1942 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 repard to lessino 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 dwellling 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. rem, other conditions), the lessor shall give the lessee a writing evidencing the modifications to the previous lease before the beginning of the renewal (art. 1895 C.C.O.).

### RESILIATION OF LEASE BY THE LESSEE

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

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

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

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 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 lesse is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree or when the dwelling, having been vacated by the 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 promotiv.

### 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 senarate form 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 house-hold 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 lesser 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



# **LEASE**

of Land Intended for

Montréal area : 514 873-BAIL*		
Elsewhere in Québec : 1 800 683-BAIL*		Mobile Home
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kame	Name	
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enegatione rec. (cell priorie)	Email address	Ошат квернолю тос. (сан риоте)
Nhere applicable, represented by :	Where applicable, represented by :	
The names indicated in the lease must be		
B DESCRIPTION AND DESTINATION OF LEASED L	ode of Québec generally refers to the or AND, ACCESSORIERS AND DEF	
Address		Apt.
No. Street		Apr. Postal code
		Postal code
		0. (4.1.1
Site No.		Size of the land
The land is leased for residential purposes only. ☐ Yes ☐		
If the "No" box is checked off, the land is leased for the combine	ed purposes of housing and Specify (e.g.	Size of the land  Size of the land  professional activities, commercial activities)
The land is leased for residential purposes only. ☐ Yes ☐	ed purposes of housing and Specify (e.g.	, but
The land is leased for residential purposes only.   Yes  f the "No" box is checked off, the land is leased for the combine no more than one-third of the total area will be used for that second	od purposes of housing and Specify (e.g. ond purpose (art. 1892 C.C.Q.).	, but
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The land is leased for residential purposes only.   Yes  If the "No" box is checked off, the land is leased for the combine no more than one-third of the total area will be used for that second Outdoor parking  Number of places Other accessories and dependencies	od purposes of housing and Specify (e.g. ond purpose (art. 1892 C.C.Q.).	professional activities, commercial activities)
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The land is leased for residential purposes only.	ed purposes of housing and Specify (e.g. ond purpose (art. 1892 C.C.Q.).  Parking space(s)  INDETERMINATE TER  The term of the lease is in	, but professional activities, commercial activities)
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1 of 8

Initials of lessor

Initials of lessee

D RENT (art. 1855, 1903 and 1904 C.C.Q.)	
The rent is \$	Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.
DATE OF PAYMENT  • FIRST PAYMENT PERIOD	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 rent will be paid on  Day Month Year	The lessor may not exact any other amount of
■ OTHER PAYMENT PERIODS  The rent will be paid on the 1st day □ Of the month □ Of the week  Or on Specify  METHOD OF PAYMENT	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 must be seed one most by
The rent is payable in accordance with the following method of payment:	The advance payment may not exceed one month's rent.
☐ Cash ☐ Cheque ☐ Electronic bank transfer ☐ Other	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.
The student agrees to give the educational institution postdated cheques for the term of the lease.  Yes No Initials of student	Method of payment: The lessor may not require payment by means of a postdated cheque or any other
PLACE OF PAYMENT	postdated instrument, unless otherwise agreed.  Proof of payment: The lessee is entitled to a receipt
The rent is payable atPlace of payment (specify if the payment is made by mail, if applicable)	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   SERVICES AND CONDITIONS	
BY-LAWS OF THE IMMOVABLE	By-laws of the mobile home park: The rules to be observed in the mobile home park are established by
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 student Initials of lessee	by-laws. The by-laws pertain to the enjoyment, use and maintenance of the land and the common premises.
WORK AND REPAIRS The work and repairs to be done by the lessor and the timetable for performing them are as follows:	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.).
Before the delivery of the land	The by-laws may not contradict the lease of violate the law.
During the lease	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 18 par. And art. 1893 C.C.Q.).
SERVICES AND CONDITIONS	However, the lessor may not release himself of herself from the obligation to deliver the land, its
The lessee is allowed to $smoke$ . $\square$ Yes $\square$ No ${}_{Specify}$ The lessee has the right to keep $one$ or $more$ animals. $\square$ Yes $\square$ No	accessories and dependencies in clean condition and to deliver and maintain the land in accordance with the development standards prescribed by law
Specify	(arts. 1892, 1893, 1910, 1911 et 1996 C.C.Q.). Assessment of the condition of premises: In the
Other (e.g. water and sewer services, snow and ice removal)	absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the land in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).
The contact information for the supervisor of the mobile home park or the person to contact if necess	
Name Telephone No.	
Email address Other telephone No. (cell phone)	
F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MC	DIFIED (art. 1955 C.C.Q.)
The lessor and the lessee may not apply to the Tribunal administratif du logement for the fixing of the	If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the lessee
rent or for the modification of another condition of the lease if one of the following situations applies:  The land was developed for residential purposes five years ago or less, i.e. on  When the Year OR	who refuses a modification in his of her lease requested by the lessor, such as an increase in rent, must vacate the land upon termination of the lease (particulars Nos. 39 and 41). If neither of the two boxes opposite is checked off and if the lessee refuses a modification in his or her
☐ The use of the land for residential purposes results from a change of destination that was made five years ago or less.  Date of change of destination ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	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).
However, the tribunal may rule on any other application concerning the lease (e.g. decrease in rent).	

C NOTICE TO A NEW I FORE OR A SURI FORE ( ) 4000 14050 0000	
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 \$	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 or sublease is entered into, apply to the Tribunal administratif du logement to have the rent fixed.  If the lessor did not give such notice at the time of 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
Day Month Year	application within two months after the day he or she becomes aware of a false statement in the notice.
□ 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. $\hfill\Box$ 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 mandatary)  Day Month Year	
	1 1 1 1
Signature of lessee (or his or her mandatary)  Day Month Year Signature of lessee (or his or her	mandatary) Day Month Year
H SIGNATURES	
Signature of lessor (or his or her mandalary)  Day Month Year	
	1 1 1 1
Signature of lessee (or his or her mandatary)  Day Month Year Signature of lessee (or his or her	mandatary) Day Month Year
The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12). $\Box$ Yes $\Box$	
Annual to the second second to the second se	
Any other person who signs the lease must clearly indicate in what capacity he or she is doing (Particular No. 12)	g so (e.g. another lessor, another lessee, surety).
Name (WRITE LEGIBLY) Signature	Capacity
Name (WRITE LEGIBLY) Signature Address of signatory	Capacity Day Month Year
Address of signatory	Day Month Year
Address of signatory  Name (WRITE LEGIBLY)  Signature	Capacity  Day Month Year  Capacity
Address of signatory	Day Month Year
Address of signatory  Name (WRITE LEGIBLY)  Signature	Capacity  Day Month Year  Day Month Year
Address of signatory  Name (WRITE LEGIBLY)  Signature  Address of signatory	Capacity  Day Month Year  Day Month Year
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### **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 To find out the other conjugators 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).

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 operous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can be or she so act for the sole several dilident. Not can the or site so dat, to the sub-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 person may make a massa a lesser in south a mainter as to limit the lessee's right to peaceable enjoyment of the premises or to induce him or her to leave his or her land. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

Any non-performance of an obligation by a party entitles the other party to pursue certain remedies before a tribunal, generally the 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

### 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 rial assiment tosses or ir race, coolor, sex genice identify or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, oplical 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

### ENTERING INTO THE LEASE

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

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.).

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

- The following clauses are also without effect:
- a clause limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for dama
- a clause that 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)
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906)
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent months providing for an adjustment of the rent during the first 12 months of the lease or more than during each 12-month period (art. 1906
- 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
- 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 MAINTIEN 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.).

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

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

### New Jessor

- 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.).
- 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

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 A person who was living with the lessee at the time or 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 lesso

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 who-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 by the lessor 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 it ng the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee.

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

### LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil

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 previor informed the lessor of his or her unwillingness to 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 nowever, 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 dart. 1881 C.C.Q.). The solidary nature of the surety may be expressly stipulated in the lease (arts. 1525 and 2352 C.C.Q.).

### ENJOYMENT OF PREMISES

- 13. The lessor shall provide the lessee with peaceable enjoyment of the leased propert hroughout the term of the lease (art. 1854 1st par
- 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
- 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.).

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 un-fit 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 repairs to be made to ensure the passavation or she enjoyment of the leased property, but he or she retains, according to the circumstances, recourses, including the right to compensation if he or she vacates the land temporarily.

In the case of urgent repairs, the lessor may require the lesse to vacate the property temporarily, without notice and without authorization from the 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

The lessor may intervene at any time to nursue the

The lessee shall render an account to the lessor of the repairs undertaken and the expenses incurred and shall deliver the invoices to the lessor. The lessee may 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 lend temporarily, the lessor shall offer him or her an indemnity equal to the reasonable excesses 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 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 substant reduction of the enjoyment of the premises by the lessee. 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 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
- ure resour stream not abuse his or her rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

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

- to ascertain the condition of the land between 9 a.m.
- 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

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 Adulted the right of access by the lesses of unipulsative denial of access by the lesses e 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 official delegate appointed by a fational 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.).

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

### RENEWAL AND MODIFICATION OF LEASE

### Renewal of lease

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

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

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

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

### 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
- the new rent in dollars or the increase requested the new Yerit in collars 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 filled, the increase may be expressed as a percentage of the rent to be determined by the Tribunal administratif du leagment.
- 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

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

- · 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

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 refure requested modification(s) shall vacate the latermination 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.gc.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.O.)

### 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

If the mobile home park belongs to more than one per son, the land may generally be repossessed only if there is only one other co-owner and the two co-

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
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-

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

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
- the degree of relationship of the conner 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 reviction 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
- the lessee's income is equal to or below the maximum threshold of income to be eligible for low-rental housing. · the lessee's income

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 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 41. The lessee is entitled to assign the lease of the 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 Jessee 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

- 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

rsuant 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 cause of a sexual aggression, even by a third

### 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.

liation 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

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

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

57 The acquirer of a mobile home becomes the of the acquirer of a mobile nome becomes the lesser 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.O.)

NORTHEREWAL OF ELASE BY THE ELOSEE . I ENGOS FOR GIVING NOTICE (als. 1942, 1943 and 1940 C.C.Q.)				
TABLE A	Lessee who has not received a notice of modification of the lease	Lessee who has received a notice of modification of the lease		
Lease of 12 months or more	Between 3 and 6 months before termination of the lease			
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	Within 1 month after receiving the lessor's notice		
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease			

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

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

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

TABLE D	Step 1 : 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
Lease of 6 months or less	1 month before termination of the lease	the land.
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

NOTICE	OF PENT	INCDEAS	E AND MODIFICATION OF A	MODEL OF NOTICE	
		iven in acc	cordance with articles 1942 and	1943 of the Civil Code of G	tuébec. It must be sent to each of the lessees individually. The that the served notice was received.
Notice t	to:				
Lessee nan	ne				
Lessee nan	ne				
Address of	leased land				
Upon re	enewal of y	our lease	, I intend to modify the follow	ring condition(s):	
			of the boxes below)		
☐ Your o	current rent o	if \$	will be increased	1 to \$	. (Enter the new rent)
	current rent o	if \$	will be increased	i by \$	\$. (Enter the amount of increase)
☐ Your o	current rent o	of \$	will be increased	1 by	%. (Enter the percentage increase)
OI Your	<b>R</b> rent under the	e lease end	ling on	, currently the	subject of an application to review or fix the rent,
will be inc	creased by _		Year Month  % of the rent to be de	Day termined by the Tribunal.	
Term of	lease				
Your leas	se will be rene	ewed from	Year Month Day	to Year Month	Day
Other m	nodification	(S) (state t	he proposed modifications, e.g. : ga	rage, heating)	
				MOVING at the end of the le	ease, YOU MUST RESPOND to this notice ONE MONTH of its receipt.
			wed under the new conditions. by the Tribunal administratif du loge	ement is available on the Tril	bunal's website (www.tal.gouv.qc.ca/en), from your local Tribunal offic
or by mai	il.				
Lessor or m	andatary name			Address	
Lessor or m			Lessor or mandatary signature	Address	Year Month Day
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# SCHEDULE 4 LEASE of a dwelling in a private seniors' residence (COOPERATIVE)

Tribunal administratif du logement Québec 🛮 🛱

# LEASE

Montréal Region: 514-873-2245 Other regions: 1-800-683-2245

# of a dwelling in a private seniors' residence (COOPERATIVE)

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

A lease is a contract. By signing it, the lessee and the cooperative 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 cooperative that operates a private seniors' residence must comply with the operating standards provided by regulation. In particular, it must hold a certificate of compliance (or a temporary certificate).

Mandate			
·	, designate		as mandatary, in order to:
	is lease on my behalf		
□ Receive an	y notice on my behalf cor	ncerning the lease ar	nd reply to such notice
Signature	Date		
- Contact information fo	r the mandatary:		
		Address	Telephone
Contact information	on of the signatory		
Cooperative			
Name of the cooperat	ive:		
	(the cooperative that	operates a private seniors	' residence must use its legal designation)
Represented by:			
Municipality: Postal code:		_	
[elephone No.:			
		<del></del>	
Email address:			
Lessee		Lessee	
First name and Last nar	me:	First name	and Last name:
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Address:		Address:	
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2 Description of leas	ed dwelling, conditions	accessories and a	denendencies
pilot o tota	ou an oming, condmons		certification No.
Address			
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Municipality		<del></del>	
Dwelling ofr			
□ Room: □ private			
he cooperative has th	e obligation to deliver the	dwelling and its acce	essories and dependencies in good clear
			on throughout the term of the lease. The
essee has the obligation	on to maintain the dwelling	g in good clean cond	dition throughout the term of the lease.
Tribunal administratif du	logement		Reproduction prohibited
mbunai aaminisirani au	10901110111	1 of 13	

By-laws of the immovable					
The by-laws of the immovab The by-laws of the immovab				efore entering	g into the lease.
A copy of the by-laws of the	e immovable was given to		Jour Mois	Année	
Initials of the lessee	Initials of the lessee				
List of personal services of	iered				
Before entering into the lea and their respective cost. The	ise, the cooperative must ne cooperative undertake	s to maintain, throu			
services that were offered on The list indicating all of the s			cost was (	given to the le	essee on
Jour Mois Année	Initials of the lessee	Initials of the	lessee		
Conditions of accommodo	ation of persons with disa	bilities			
Before entering into the lea limits regarding its possibility maintain, throughout the te disabilities at the time they e	of accommodating persorm of the lease, the possib	ns with certain disa	bilities. The	cooperative	e undertakes to
The document indicating certain disabilities was given			ility of acc	commodatin	g persons with
Initials of the lessee	Initials of the lessee				
Janitor					
The contact information for	the janitor or the person to	o contact if necess	ary is as fo	lows:	
Name	Telephon	e	Email o	address	
Other conditions or restrict	ions				
<ul> <li>a right to keep one or mo</li> <li>the right to smoke in the         <ul> <li>Specify:</li> <li>access to a bathroom.</li> </ul> </li> </ul>	ndore animalse dwelling				
Other (examples: anter  ———————————————————————————————————	nna, barbecue, air conditi	oner, clothesline):			
Parking and storage include	ded with the dwelling				
□ Outdoor parking/Numbe					
☐ Indoor parking/Number of					
☐ Shed or storage space/S	pecify:				
Appliances included with	the dwelling	Furniture  □ Table(s)			
☐ Microwave oven		☐ Chair(s)			
☐ Refrigerator		□ Bed(s)			
<ul><li>□ Dishwasher</li><li>□ Washer</li></ul>		<ul><li>□ Bedding</li><li>□ Chest(s) of</li></ul>	drawers		
☐ Dryer		☐ Couch(es)	aravvois		
		☐ Armchair(s ☐ Television(s ☐ Other:			

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Tribunal administratif du logement

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Initials of the Cooperative

3 Services related to the aweiling		
The costs of the following services will be borne by:	the cooperative	the lessee
Heating Electricity Gas Fuel oil		
Electricity Gas Foel oil  Air conditioning	_	_
Central system Individual control		
Electricity (other than heating)		
Gas (other than heating) Hot water		
Telecommunications services		_
Telephone Cable TV		
Internet		ä
Other		
<b>Maintenance</b> Snow removal	_	_
Parking area		
Balcony Entrance, walkway, driveway		
Stairs		
Other		
The following services, accessories and appurtena	4	
GRAB BARS AND HANDRAILS athroom	BALCONY Private	П
Corridors (common areas)	Common	
ELP ALERT SYSTEM (MANDATORY)	LOCKED STORAGE SPACE	
tationary $\square$	Location:	
Mobile		
VHEELCHAIR OR ELECTRIC WHEELCHAIR	LAUNDRY ROOM	
uilding wheelchair accessible   welling wheelchair accessible	Common laundry room Service payable on each use	☐ Yes ☐ No ☐
dapted dwelling	ELEVATOR	Tes 🗆 140 🗆
pecify:	ACCESS TO RECREATIONAL AC	_
OTHER MOTORIZED MOBILITY ASSISTANCE	ACCESS TO RECREMINIVAL AC	IIVIIIES   PACILITATOR
FOUR-WHEEL SCOOTER)	Specify:	<del></del>
uilding wheelchair accessible	COMMON ABEAG AVAILABLE	LIDOORS -
owelling wheelchair accessible   dapted dwelling	COMMON AREAS AVAILABLE II COMMON AREAS AVAILABLE O	
pecify:	AVAILABILITY OF AN ACTIVITY (	
HIDNITHER AND ARRUANCES	DINUNG DOOM A COFFEEIN F TO	UKUTORS -
URNITURE AND APPLIANCES that the LESSEE cannot BRING)	DINING ROOM ACCESSIBLE TO MEDICAL SERVICES	VISITORS
pecify:	Specify:	
ON-SITE AVAILABILITY OF NURSING CARE AND A		
RESIDENT CARE ATTENDANT	SECURITY	
(SERVICES OFFERED BY THE COOPERATIVE)	Schedule: Qualified person	
NURSE   Caracitati	Nurse	
Specify:            Schedule:	Licensed practical nurse	
LICENSED PRACTICAL NURSE	Attendant Guard	
Specify:	Receptionist	
Schedule:	Other:	□
RESIDENT CARE ATTENDANT	TRANSPORTATION	
Specify:	Shuttle service Other:	
Schedule:	Service payable on each use	Yes □ No □
It is mandatory to complete the Schedule of	OTHER:	
services of a personal nature to be provided to the lessee on page 7.	Specify:	
ouring the term of the lease, the cooperative must offe provided for in the Schedule of services of a personal n		
novided for in the scriedule of services of a personal fr	and to be provided to the lesses	

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 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 personal services provided for in	
Amount of rent the Schedule of services of a personal Total rent nature to be provided to the lessee = per month	
\$ \$ 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 <b>payments</b> on the 1st 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: $\Box$ Yes $\Box$ No	
If "Yes" is checked off, the payment date of the first rent is fixed at	
The lessee benefits from a rent subsidy program.   Yes No	
How to pay the rent	
The cooperative may not <b>require</b> 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. $\ \square$ Yes $\ \square$ No	
Initials of the lessee Initials of the lessee	
	_
	9

Tribunal administratif du logement

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Initials of the Cooperative

☐ Credit card

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

□ Cash

<ul> <li>□ Cheques</li> <li>□ Postal money orders</li> <li>□ Bectronic bank transfer</li> <li>□ Preauthorized payment (authorization limited to payment of the rent)</li> <li>□ Cher (specify):</li> <li>□ Other (specify):</li> </ul>				
You are entitled to a receipt.				
When the agreed method of pay payment of the rent and for no of	ment provides for preauthorized payments her reason.	, the authoriza	ation is valid only for	
6 Renewal and modification of	the conditions of the lease			
the cooperative may modify the cooperative must give the lessee a table:	enewal of his or her lease when it ends. How onditions of the lease, for example, by in written notice within the periods provided b	creasing the re	ent. To do this, the	
When must the cooperative inform	•			
Lease of 12 months or more	Between 3 and 6 months before desired t			
Lease of less than 12 months  Lease with an indeterminate	Between 1 and 2 months before desired t			
term	Between 1 and 2 months before desired t			
Room only	Between 10 and 20 days before termination before the proposed modification if the leterm.			
In its notice, the cooperative must in	ndicate:			
<ul> <li>All the modifications requested (for example: the new rent, the r</li> </ul>	new term of the lease, etc.).			
<ul> <li>The one-month period, commercequested modifications.</li> </ul>	encing upon receipt of the notice, gran	ted to the les	ssee to refuse the	
Lessee's reply to the notice of modi	fication of lease or rent increase			
modifications proposed by the coccoperative of his or her intention t of the reply, may file an applicatio	notice within the period provided, this perative. If the lessee refuses the propose or remain in the dwelling, the cooperative to in for modification of the conditions of the nent. If the cooperative fails to file such of the previous conditions.	ed modificatio hen, within on lease and/or f	ons, but informs the e month of receipt fixing of the rent at	
<u>Attention!</u> The lessee has the right to in the following cases:	refuse the requested modification, while re	emaining in th	e dwelling, except	
Restriction of the right to fixing of rea	nt and modification of the lease			
The lessee who refuses the reques cooperative in its notice SHALL VAC	ted modification of the lease and/or the ATE the dwelling upon termination of the le t changed its destination 5 years ago or less	ase if the dwe	lling is located in a	
Is the dwelling located in an immov five years ago or less?	able that was erected that changed its de	stination	□ Yes	
If yes, indicate the date when this c	ondition begins:			
If the box is not checked off, the let the cooperative without having to	ssee may refuse a modification of the least vacate his or her dwelling.	e or a rent inc	Date rease proposed by	
vacate the dwelling upon terminati	who refuses the modification of the lease pr on of the lease. However, this does not pre application concerning the lease (e.g. null	vent the Tribu	nal administratif du	0000
Initials of the lessee	Date			00000 00000000
Find all this information n the Code	civil du Québec (C.C.Q.), articles 1941 to 1	947 and 1955.		00
Tribunal administratif du logement	<b>5</b> of <b>13</b>	Repro	oduction prohibited	000
		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 ERECTED 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:

	u that the lowest rent paid f the rent fixed by the Tribund				
Amount of rent +	Amount of personal service the Schedule of service nature to be provided	es of a personal	Total		er month
\$	\$		\$	□ p	er week
2. If no rent has be	en paid in the 12 months pount of:	ior to the beginnir	ng of the lease,	the last rent wa	s paid on
\$	pe	er month 🗆	per week	Jour Mois An	née
	ation applies, please indica nditions of your lease are th		perty, the servic	ces offered by th	ne
☐ Yes ☐ No					
	ed off, the following change ace services and nursing ca			of services of a	personal
Signature of the coope	rative's representative		Date		née
Signature of the lessee (or his or her mandatar	Signature of th y) (or his or her man		Date	Jour Mois An	née
	d if the new lessee or the su O days after the date the l ent fixed.				
lessee or the sublessee	did not give such notice at may, within two months nt to have his or her rent fixe	after the beginn			
	ublessee, except if he or shooths after the day he or sh				
8 Signatures					
Signature of the cooperati	ve'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 res	idence				
A lessee who is married or	in a civil union may not, with				
Notice to the cooperativ	e				
I hereby declare that I a	m married to or in a civil un	ion with			=
I hereby notify you that t	he dwelling covered by the			esidence.	
Tribunal administratif du lo	gement	Jour Mois Année 6 of 13	2	Reproduction p	rohibited

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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 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.

Groups of Co-Lisses			COST OF 2 <sup>ND</sup> PERSON			PERSON
MAINS	FOOD SERVICES		(SPOUSE OR	NURSING CARE		(SPOUSE OR
Beaddart \$ . \$ .   Frequency:   Support   Supp	MEALS		CO-LLUSEL,	NURSE	\$	•
Beaddart \$ . \$ .   Frequency:   Support   Supp	<ul> <li>Number of daily meals</li> </ul>			□ Specify:		
□ Supper	□ Breakfast	\$	\$		_	
□ Supper			\$			
Specify:  □ Norther of hours: □ A la carte menus □ A la carte menus □ Specify: □ Specify: □ Number of hours: □ Specify:		\$			_ ,	
□ Doily menus		*	Ψ	I .	*	· \$
All corte menus   S   S   Number of nous:		\$	\$		_	
Deletic menus Specify: Specify: Specify: SNACKS Submitted of snacks per day Submitted	A la carte menus	\$	\$			
SNACKS SN		\$	\$			
SNACKS   Number of snacks per day   S   Frequency:   Number of hours:	<ul> <li>Specify:</li> </ul>			RESIDENT CARE ATTENDANT		
SNACKS  Number of snacks per day  S  TOTAL MONTHLY COST:  S  T  TIFIDURG administratif du logement  T  TOTAL MONTHLY COST:  T  T  T  T  T  T  T  T  T  T  T  T				I .	*	\$
Number of snacks per day   S	SNACKS		\$		_	
Total Monthly Cost:    Total Monthly Cost:   S   S		\$			_	
MONTHLY COST EXCLUDING FOOD AND BEVERAGES \$ \$ DOMESTIC HELP SERVICES  BATING ASSISTANCE SERVICES  DAILY HYGIENE ASSISTANCE  DOILY HYGIENE ASSISTANCE  TINCO TO PERSON  DOILY HYGIENE ASSISTANCE WITH ASSISTANCE WITH MOBILITY  Specify:  TOTAL MONTHLY COST:  Specify:  DOILE SERVICES OFFERED  ACCOMPANIMENT SERVICE  ACCOMPANIMENT SERVICE  DOILE ASSISTANCE WITH MOBILITY  SAFETY ALERT DEVICE  (If isk of wandering)  Specify:  TOTAL MONTHLY COST:  Specify:  TOTAL MONTHLY COST:  SPECIFY:  TOTAL MONTHLY COST:  TAX CREDIT FORMS  OTHER:  SPECIFY:  TRIBUTION OF SERVICES Included S  TOTAL MONTHLY COST:  BASE RENT  Reproduction prohibited  Total MONTHLY COST:  Reproduction prohibited	Nomber of streets per day	Ψ		- Number of hours:	_	
DOMESTIC HELP SERVICES	TOTAL MONTHLY COST:	\$	\$	TOTAL MONTHLY COST:	\$	. \$
PERSONAL ASSISTANCE  □ Specify: □ DAILY HYGIENE ASSISTANCE □ DOIly hygiene □ Specify: □ Bothing □ times a week □ Dressing □ Specify: □ Other: □ Other: □ Specify: □ Other: □ Other: □ Specify: □ Other: □ Other: □ Other: □ Specify: □ Other: □ Other: □ Other: □ Specify: □ Other Services OffereD  Assistance with Mobility □ Specify: □ Medical visits □ Specify: □	MONTHLY COST EXCLUDING					
EATING ASSISTANCE    Specify:   Bedding   Itime(s) per week or   time(s) per month   \$   Itime(s) per week or   time(s) per week or	FOOD AND BEVERAGES \$_		<u> </u>			
Specify:   Bedding   time(s) per week ortime(s) per month   \$	PERSONAL ASSISTANCE SERVICES			DOMESTIC HELP SERVICES		
	EATING ASSISTANCE	\$	\$			
DAILY PYGIENE ASSISTANCE  Doubly hygiene	□ Specify:			□ Bedding		
Doily hygiene   S				time(s) per week or time(s		\$
Specify:   Sime(s) per week or   time(s) per month   Sime(s) per month   Sime(s) per week or   time(s) per month   Sime(s) per week or   time(s) per month   Sime(s) per week or   time(s) per month   Sime(s) per two week   Sime(s) per two weeks				Clathia -	Φ	-
Bothing   S   S   HOUSEKEEPING   S   S   Cleaning the dwelling or the room   S   Specify:   Speci	<ul> <li>Daily hygiene</li> </ul>	\$	\$	~		\$
Bottling   S   S   HOUSEKEEPING   S   S   Itime(s) per two weeks   S   S   S   S   S   S   S   S   S	- Specify:			time(s) per week or time(s)		
Cleaning the dwelling or the room   finnes a week   Cleaning the dwelling or the room   finnes a week   Cleaning the dwelling or the room   finnes a week   Specify:   Specify:   Specify:   Specify:   Specify:   Specify:   OTHER SERVICES OFFERD   SSTANCE WITH MOBILITY   SSPECIFY:   SSPECIFY:   SSPECIFY:   SSPECIFY:   SSTANCE WITH MOBILITY   SSPECIFY:	□ Bathing	\$	\$	HOUSEKEEDING	Φ	-
	times a week					\$
	□ Dressing	\$	\$	-	m	
Other:    Specify:   Specify:   Specify:   OTHER SERVICES OFFERED	•	Ψ	*	time(s) per two weeks	\$	_
INCONTINENCE MANAGEMENT Specify:  MEDICATION Distribution of medication Administratif du logement  Tribunal administratif du logement  Specify:  Specify:  Specify:  COTHER SERVICES OFFERED  ASSISTANCE WITH MOBILITY Specify:  Management of medication Specify:  Medical visits Specify:  Medical visits Specify:  Medical visits Specify:  Medical visits Specify:  Specif				Specify:		_
OTHER SERVICES OFFERED	U Otner:	\$	\$			
MEDICATION    Distribution of medication   \$	'INCONTINENCE MANAGEMENT	\$	\$	TOTAL MONTHLY COST:	\$	. \$
Distribution of medication   Sacrametric flow of medication   Sa	□ Specify:	_		OTHER SERVICES OFFERED		
□ Stribution of medication \$ □ Administratif du logement  □ ACCOMPANIMENT SERVICE □ Medical visits \$ \$ \$ □ SERVICE   □ Medical visits \$ \$ \$ □ SERVICE   □ Medical visits \$ \$ □ SERVICE   □ Medical visits \$ \$ □ SERVICE   □ Medical visits   □ Medical	MEDICATION			ASSISTANCE WITH MORILITY	ę	ę
Administration of medication Specify: Medical visits Firands Specify: Medical visits Firands Specify:	<ul> <li>Distribution of medication</li> </ul>	\$			Ψ	- Ψ
ACCOMPANIMENT SERVICE Specify: Medical visits Frands S. S. SAFFT MART DEVICE (fisk of wandering) Specify:  TOTAL MONTHLY COST: S. S. (Safety alert devices for clearts at risk of wandering must be supplied by the cooperative recept in all aluctions when a resident is waiting for relocation.)  ACCOMPANIMENT SERVICE Medical visits S. S. SAFFT MARET DEVICE (fisk of wandering) Specify:  TOTAL MONTHLY COST: S. S. (Safety alert devices for clearts at risk of wandering must be supplied by the cooperative recept in all aluctions when a resident is waiting for relocation.)  ACCOMPANIMENT SERVICE Medical visits S. S. SAFFT MARET DEVICE (fisk of wandering)  Install Monthly COST: S. S. S.  TOTAL MONTHLY COST TAX CREDIT FORMS OTHER: S. S.  TOTAL MONTHLY COST: S. S.  TOTAL MONTHLY COST OF SERVICES included \$  + BASE RENT  Reproduction prohibited  7 of 13	<ul> <li>Administration of medication</li> </ul>	\$		Specify:		
- Specify:   Medical visits \$ \$ \$ \$     Medical visits \$ \$ \$ \$ \$     ACTIVITIES OF DAILY LIVING     Specify:   Specify:     Specify:   Specify:     Specify:   Specify:     Stafety allert devices for clients of risk of wandering must be supplied by the cooperative except in students when are resident is waiting for relocation.)   ASSISTANCE FILLING IN     MOME SupPORT TAX CREDIT FORMS     OTHER:   S \$     TOTAL MONTHLY COST:   S \$     TOTAL MONTHLY COST OF SERVICES included \$     + BASE RENT     Reproduction prohibited     Tribunal administratif du logement		\$			_	
INVASIVE CARE FOR ASSISTANCE WITH  S. S. SAFETY ALERT DEVICE (fisk of wandering) Specify:  Specify:  Specify:  Specify:  Sopecify:		Ψ				
INVASIVE CARE FOR ASSISTANCE WITH S SAFETY ALERT DEVICE (fisk of wandering) Specify:  Specify:  Specify:  Specify:  Sofety alert devices for clients at risk of wandering must be supplied by the cooperative except in situations when a resident is waiting for relocation.) ASSISTANCE FILLING IN HOME SUPPORT TAX CREDIT FORMS OTHER:  TOTAL MONTHLY COST: S S TOTAL MONTHLY COST OF SERVICES included \$  * BASE RENT  Reproduction prohibited  7 of 13	- specily.			☐ Medical visits	\$	. \$
ACTIVITIES OF DAILY UVING    Specify:				□ Errands	\$	\$
Specify:		\$	\$	SAFETY ALERT DEVICE	\$	\$
Total Monthly Cost:  \$   S   (Safety alert devices for clients at risk of wondering must be supplied by the cooperative except in situations when a resident is waiting for relocation.)    ASSISTANCE FILLING IN				(risk of wandering)		
OTHER:    Continue   C	Specify:			Specify:	_	
OTHER:    except in situations when a resident is waiting for relocation.)   ASSISTANCE FILLING IN   S   S   S     HOME SUPPORT   TAX CREDIT FORMS	TOTAL MONTHLY COST:	S	S	(Safety alert devices for clients at risk of wo		
ASSISTANCE FILLING IN HOME SUPPORT TAX CREDIT FORMS OTHER: \$ \$  TOTAL MONTHLY COST: \$ \$  TOTAL MONTHLY COST OF SERVICES included \$  +  BASE RENT  Tribunal administratif du logement  7 of 13				must be supplied by the cooperative	-	
HOME SUPPORT TAX CREDIT FORMS OTHER:  TOTAL MONTHLY COST:  TOTAL MONTHLY COST OF SERVICES included \$  +  BASE RENT  Tribunal administratif du logement  7 of 13  Reproduction prohibited	OIHER:					
TAX CREDIT FORMS OTHER: \$ \$ TOTAL MONTHLY COST: \$ \$  TOTAL MONTHLY COST OF SERVICES included \$ + BASE RENT  Tribunal administratif du logement  7 of 13					\$	. \$
OTHER: \$ \$ \$  TOTAL MONTHLY COST: \$ \$  TOTAL MONTHLY COST OF SERVICES included \$  +  BASE RENT  Tribunal administratif du logement  7 of 13  Initials of the Initials of the Lessee						
TOTAL MONTHLY COST: \$ \$ \$  TOTAL MONTHLY COST OF SERVICES included \$  +  BASE RENT  Tribunal administratif du logement  7 of 13  Reproduction prohibited				I .	\$	\$
TOTAL MONTHLY COST OF SERVICES included \$ + BASE RENT  Tribunal administratif du logement  7 of 13  Initials of the Initials of the Lessee						
+ BASE RENT  Tribunal administratif du logement  7 of 13  Initials of the Initials of the Lessee						
Tribunal administratif du logement  7 of 13  Reproduction prohibited Initials of the Initials					ES Included \$	
Tribunal administratif du logement Reproduction prohibited 7 of 13						
7 of 13 Initials of the Initials of the Lessee				BASE RENT		
7 of 13 Initials of the Initials of the Lessee	Tribunal administratif du loaer	ment			Reproduction	prohibited
			7	of 13		
						of the Lessee

		(see mandatory lease form)	\$	
		TOTAL RENT	\$	
Signatures				
Signature of the cooperative's officer (or paysentative)	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 musurety).	st clearly indicate	e in what capacity he or she is doing s	o (e.g. and	other lessee,
Name:				
Indicate in what capacity:				
Address of signatory:				
ADDITION OF SERVICES DURING THE LEAS	F			
- Service to be added:		pecify:	Cost:	\$
- Service to be added:	Sp	pecify:	Cost:	\$
- Service to be added:	Sp	pecify:	Cost:	\$
- Service to be added:	Sp	pecify:	Cost:	\$
Signature of the cooperative's office representative):	er (or		_ Date: _	
Signature of the lessee (or his or her r	mandatary)		Date: _	
Signature of the lessee (or his or her r	mandatary)		Date: _	
WITHDRAWAL OF SERVICES DURING THE L	EASE			
- Service to be withdrawn:		pecify:	Cost:	\$
- Service to be withdrawn:	Sp	ecify:	Cost:	\$
- Service to be withdrawn:	Sp	ecify:	Cost:	\$
- Service to be withdrawn:	Sp	pecify:	Cost:	\$
Signature of the cooperative's office representative):	er (or		Date: _	
Signature of the lessee (or his or her r	mandatary)		Date: _	
Signature of the lessee (or his or her r	mandatary)		Date: _	

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initials of the Cooperafive

Initials of the Lessee

### **PARTICULARS**

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

### GENERAL INFORMATION

These particulars describe most of the rights and obligations of 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 administratif du logement. 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.).

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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 legal rules contained in particulars Nos. 13, 14 and 52 to 54 are suppletive, i.e. they apply if the narties 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, 1866, 1868 to 1872, 1875, 1876, 1883, 1892 to 1978 and 1984 to 1995 of the Code are without

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
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906
- a clause whereby the lessee acknowledges that the 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
- · a clause limiting the right of the lessee to purchase property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).
- The lessee may apply to the 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 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

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.).

The right to maintain occupancy may be extended to certain persons where cohabita 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.).

- 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.).

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, it 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 lesses is only required to pay that part of the rent that relates to the services that were provided to the ssee 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

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

### LIABILITY OF SPOUSES AND CO-LESSEES

# Liability of persons who are married or in a civil

11. A married or civil union spouse who rents a dwelling for the current needs of the family also hinds the other shouse 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.). 00000000 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.). Reproduction prohibited

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Initials of the

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
- 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

### Obligation of maintenance

- 19. The cooperative is bound to warrant the lesses 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
- 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 of 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

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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 lesses

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
- 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
- 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 connerative 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 lesses 24 hours in advance of a visit by a prospective

- 31. The lessee may require the presence of a representative of the cooperative 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 Tribuna 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
- 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

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

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 38. A lessee who was a lessee with a fixed term, or o proper parameters a lease with an indeterminate term, shall give notice to the cooperative or reply to the Cooperative's notice within the time periods of indicated in Table A (arts. 1942, 1945 and 1946)

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

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

41. A lessee who receives a notice of modification of the lease from the 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

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

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

**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

### 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 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.).

### Tribunal administratif du logement

### RFPOSSESSION OF DWELLING 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 per-son, the dwelling may generally be repossessed only if there is only one other co-owner and the two co-

A legal person may not avail itself of the right to renossess a dwellin

### Beneficiaries may be:

- . the lessor, his or her father, mother, children or marriage or a civil union of whom the lessor is the main support:
- . the shouse 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
- . 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 unde 70 years of age reside in the same dwelling as

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 eriods 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
- · 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). 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 connerative (art. 1870 C.C.O.)

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 to (art. 1872 C.C.Q.). from the assignment or sublease

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 it

- 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 the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a snouse or former snouse or because of a sexual aggression, even by a third

### 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 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 own statement that there exists a situation involving violence or sexual aggression, and other Reproduction prohibited

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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 several 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 AHSSS, 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 ordineria 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

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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 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 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 (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 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

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 n 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 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.

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du logement

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Initials of the Cooperative

#### 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	
Less of less than 12 months	Between 1 and 2 months before termination of the lease	desired termination of the lease	1 month after receipt of the notice from the cooperative
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			
Less of less than 12 months	Between 1 and 2 months before termination of the lease	1 month after receipt of the notice of modification	1 month after receipt of the lessee's	
Lease with an indeterminate term	Between 1 and 2 months before the proposed modification	If the lessee does not reply, he or she is deemed to have accepted the modification.	refusal Otherwise, the lease is renewed of right on the previous conditions	
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.		nce 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
Leave for more than 6 months	6 months before termination of the lease	1 month after receipt of the notice	
Lease of less than 6 months	1 months before termination of the lease	from the lessor	
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.	1 month after the lessee's refusal or the expiry of the lessee's time limit to reply

# 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
Leave for more than 6 months	6 months before termination of the lease	1 month after receipt of the notice from the cooperative
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.
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

Tribunal administratif du logement

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Initials of the Lessee

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



# **LEASE**

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

# of a dwelling in a private seniors' residence

#### TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIE

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				
l,	, designate		as mandatary, in order to:	
☐ Enter into this lea☐ Receive any not	,	ncerning the lease and I	reply to such notice	
Signature	Date			
Contact information for the	mandatary:			_
		Address	Telephone	
1 Contact information of	the signatory			
Residence Name of the residence:		erator of the residence	must use its legal designation)	_
Represented by:  Address: Municipality: Postal code: Telephone No.: Cher telephone No.: Email address:  Lessee First name and Last name: Address: Municipality: Postal code: Telephone No.: Cother telephone No.: Email address:		Lessee First name an Address: Municipality: Postal code: Telephone No	d Last name:	- - -
2 Description of leased d	welling, conditions	, accessories and dep	pendencies	
Address No Street Apartment			rtification No.	_
Municipality  Dwelling of rooms  Room: private	□ common			00000
and habitable condition, ar	nd maintain it in goo	d habitable condition t	ries and dependencies in good cleo hroughout the term of the lease. The on throughout the term of the lease.	
Tribunal administratif du logen	nent	1 of 13	Reproduction prohibited	_
			Initials of the Lessee Residence	

By-laws of the immovable	
The by-laws of the immovable are part of the lease if at the by-laws of the immovable may not contradict the	copy is given to the lessee <b>before</b> entering into the lease.
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	
	e the lessee a list indicating all of the services offered and intain, throughout the term of the lease, all of the services the lease.
The list indicating all of the services offered by the resi	dence 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 disa	bilities
regarding its possibility of accommodating persons	e the lessee a document indicating the residence's limits with certain disabilities. The residence undertakes to illity of accommodating persons who do not exhibit these
The document indicating the residence's limits regard disabilities was given to the lessee on	ing its possibility of accommodating persons with certain
Initials of the lessee Initials of the lessee	
Janitor	
The contact information for the janitor or the person to	o contact if necessary is as follows:
Name Telephon	e 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
<ul> <li>the right to smoke in the dwelling</li> </ul>	□ Yes □ No
- Specify:	
- Specify:access to a bathroom	□ Private □ Common
- Specify:	□ Private □ Common
Specify:     access to a bathroom     Other (examples: antenna, barbecue, air conditions)	□ Private □ Common
Specify:     access to a bathroom	□ Private □ Common
Specify:     access to a bathroom	□ Private □ Common
Specify:     access to a bathroom	□ Private □ Common
Specify:     access to a bathroom	□ Private □ Common
Specify:     access to a bathroom	□ Private □ Common
- Specify:  • access to a bathroom	poner, clothesline): Private   Common oner, clothesline):
- Specify: - access to a bathroom	Private   Common oner, clothesline):  Furniture   Table (s)   Chair(s)
Specify:     access to a bathroom	Furniture  Table (s) Choir(s) Bed(s)
Specify:  access to a bathroom	Funiture    Table(s)   Chair(s)   Bed(s)   Bedding
Specify:     access to a bathroom	Furniture  Table (s) Choir(s) Bed(s)
- Specify: - access to a bathroom	Funiture   Table (s)   Chair(s)   Bed(s)   Chest(s) of drawers   Couch(es)   Armchair(s)
- Specify: - access to a bathroom	Funiture   Table(s)   Bed(s)   Chair(s)   Bedding   Chest(s) of drawers   Couch(es)   Armchair(s)   Television(s)
- Specify: - access to a bathroom	Funiture   Table (s)   Chair(s)   Bed(s)   Chest(s) of drawers   Couch(es)   Armchair(s)
- Specify: - access to a bathroom	Funiture   Table(s)   Bed(s)   Chair(s)   Bedding   Chest(s) of drawers   Couch(es)   Armchair(s)   Television(s)
- Specify: - access to a bathroom	Funiture   Table(s)   Bed(s)   Chair(s)   Bedding   Chest(s) of drawers   Couch(es)   Armchair(s)   Television(s)
- Specify: - access to a bathroom	Funiture   Table(s)   Bed(s)   Bed(s)   Chair(s)   Bed(s)   Chair(s)   Bed(s)   Table(s)   Chair(s)   Chair(s)
- Specify: - access to a bathroom	Funiture   Table(s)   Bed(s)   Bed(s)   Chair(s)   Bed(s)   Chair(s)   Bed(s)   Table(s)   Chair(s)   Chair(s)
- Specify: - access to a bathroom	Funiture   Table(s)   Bed(s)   Bed(s)   Chair(s)   Bed(s)   Chair(s)   Bed(s)   Table(s)   Chair(s)   Chair(s)
- Specify: - access to a bathroom	Funiture   Table(s)   Bed(s)   Bed(s)   Chair(s)   Bed(s)   Chair(s)   Bed(s)   Table(s)   Chair(s)   Chair(s)
- Specify: - access to a bathroom	Funiture   Table(s)   Bed(s)   Bed(s)   Chair(s)   Bed(s)   Chair(s)   Bed(s)   Table(s)   Chair(s)   Chair(s)
- Specify: - access to a bathroom	Funiture   Table(s)   Bed(s)   Bed(s)   Chair(s)   Bed(s)   Chair(s)   Bed(s)   Table(s)   Chair(s)   Chair(s)
- Specify: - access to a bathroom	Funiture   Table(s)   Bed(s)   Bed(s)   Chair(s)   Bed(s)   Chair(s)   Bed(s)   Table(s)   Chair(s)   Chair(s)
- Specify: - access to a bathroom	Funiture   Table(s)   Bed(s)   Beds(s)   Chair(s)   Bedding   Chest(s) of drawers   Couch(es)   Armchair(s)   Television(s)   Other:

The costs of the following services will be borne by:	
the residence the lessee Heatina	
ElectricityGasFuel oil	
Air conditioningCentral systemIndividual control	
Electricity (other than heating)	
Gas (other than heating)  Hot water	
Telecommunications services	
Telephone $\square$	
Cable TV	
Other	
Maintenance	
Snow removal Parking area	
Balcony	
Entrance, walkway, driveway	
Other	
The following services, accessories and appurtenances are included in the lease	
GRAB BARS AND HANDRAILS BALCONY	
Bathroom	
Corridors (common areas)	
HELP ALERT SYSTEM (MANDATORY)  Stationary  LOCKED STORAGE SPACE Location:	
Mobile   Location:	
WHEELCHAIR OR ELECTRIC WHEELCHAIR LAUNDRY ROOM	
Building wheelchair accessible   Common laundry room	
Dwelling wheelchair accessible ☐ Service payable on each use Yes ☐ No ☐ Adapted dwelling ☐	
Specify:	
ACCESS TO RECREATIONAL ACTIVITIES   FACILITATOR	
OTHER MOTORIZED MOBILITY ASSISTANCE (FOUR-WHEEL SCOOTER)  Specify:	
Building wheelchair accessible	
Dwelling wheelchair accessible   COMMON AREAS AVAILABLE INDOORS	
Adapted dwelling COMMON AREAS AVAILABLE OUTDOORS  Specify:  AVAILABILITY OF AN ACTIVITY (SECRETION) ROOM	
AVAILABILITY OF AN ACTIVITY (RECREATION) ROOM	
FURNITURE AND APPLIANCES  DINING ROOM ACCESSIBLE TO VISITORS	
(that the LESSEE cannot BRING)  Specify:  Specify:	
Specify:	
ON-SITE AVAILABILITY OF NURSING CARE AND A RESIDENT CARE ATTENDANT Schedule:	
(SERVICES OFFERED BY THE RESIDENCE)  NURSE  Qualified person	
Specify:	
Schedule: Licensed practical nurse  Attendant	
LICENSED PRACTICAL NURSE Guard	
Specify: Receptionist	
Schedule:	
RESIDENT CARE ATTENDANT  Specify:  Sherify:	
Schedule:	
Service payable on each use   Yes   No	
it is managiory to complete the schedule of services OTHER:	0
of a personal nature to be provided to the lessee on	
of a personal nature to be provided to the lessee on page 7.	
of a personal nature to be provided to the lessee on	.).
of a personal nature to be provided to the lessee on page 7.  Specify:  During the term of the lease, the residence must offer and maintain the above-mentioned services and those	.).
of a personal nature to be provided to the lessee on page 7.  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.C.)	

4 Term of lease Fixed term lease

			uction prohibited
Initials of the lessee Initials	ials of the lessee		
residence to deduct only the payr	t. If the lessee accepts this method ment of the rent. tdated payment items for the term of		e authorizes the  □ No
How to pay the rent The residence may not require p	payment by means of a postdated (	Jour Mois Année cheque or any other	a preauthorized
The first rent is paid in advance:  If "Yes" is checked off, the payment	☐ Yes ☐ No nt date of the first rent is fixed at	Laura Mala	
The residence may require advar payment may not exceed one may		e first payment period	. The advance
• •	<b>ayments</b> on the 1st day of the month.		
except for the last instalment, which when to pay the rent	Cirringy De less.		
The rent is payable in equal instalm	nents not exceeding one month's ren		
The residence may not exact any	\$other amount of money from the lesse	\$ ee le a deposit for the	□ per week
Amount of rent the So	of personal services provided for in chedule of services of a personal ure to be provided to the lessee	Total rent	per month
provided for in the Schedule of serv	ted by adding the amount of the re- vices of a personal nature to be provided		
5 Rent payable			
	that part of the rent that relates to ser ed the dwelling, whether or not such se ne lease.		
sent if the lease is for an indetermin if the parties so agree or when the period. The notice shall be sent wi seniors' residence), to which is atta stating that the conditions requiring	onths after a notice is sent to the resicnate term or a term of less than 12 mc e dwelling, having been vacated by the state of the authority cached a certificate from an authorize g admission to the facility have been	onths, or before the exp ne lessee, is re-leased of oncerned (e.g. operat d person (e.g. healthco met.	oiry of this period during that same or of the private are professional)
admitted to a residential and long residence where the nursing care provided, or to any other lodging where such care and services are time of admission.	resiliate his or her lease if, in the cas there can centre (CHSLD), to an inter and personal assistance services re- facility, regardless of its name, where provided, whether or not the lessee	rmediate resource, to c quired by his or her sta s such care and service already resides in such	a private seniors' te of health are es are provided, n a place at the
Neither the residence nor the lesse law. However, they may terminate	ee may terminate the lease unilateral	ly, except in the cases	provided for by

The rent is payable in accordance	with the following method of payment:						
□ Cash	☐ Credit card						
☐ Cheques ☐ Postal money orders							
□ Postdated cheques □ Money order or bank draft □ Postdated cheques □ Other (specify)							
☐ Electronic bank transfer ☐ Other (specify): ☐ Preauthorized payment (authorization limited to							
payment of the rent)							
Variation of the state of the s							
You are entitled to a receipt.							
When the agreed method of payment of the rent and for no o	ment provides for preauthorized payments, the authorization is valid only for ther reason.						
6 Renewal and modification of	the conditions of the lease						
the residence may modify the co	enewal of his or her lease when it ends. However, at the time of this renewal, nditions of the lease, for example, by increasing the rent. To do this, the written notice within the periods provided by law, presented in the following bu?						
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	Between 1 and 2 months before desired termination of the lease						
term	Between 10 and 20 days before termination of a fixed term lease or						
Room only	before the proposed modification if the lease has an indeterminate term.						
requested modifications.  Lessee's reply to the notice of mod  If the lessee fails to reply to the modifications proposed by the re- residence of his or her intention to the reply, may file an application f	encing upon receipt of the notice, granted to the lessee to refuse the iffication of lease or rent increase  notice within the period provided, this is equivalent to accepting the sidence. If the lessee refuses the proposed modifications, but informs the remain in the dwelling, the residence then, within one month of receipt of promodification of the conditions of the lease and/or fixing of the rent at the If the residence fails to file such an application within the period provided,						
Attention! The lessee has the right to in the following cases:	o refuse the requested modification, while remaining in the dwelling, except						
Restriction of the right to fixing of re	nt and modification of the lease						
residence in its notice SHALL VACA	sted modification of the lease and/or the rent increase proposed by the ITE the dwelling upon termination of the lease if the dwelling is located in a changed its destination 5 years ago or less. To be applicable, this restriction						
Is the dwelling located in an immor five years ago or less?	rable that was erected that changed its destination               Yes						
If yes, indicate the date when this o	condition begins: Date						
If the box is not checked off, the le the residence without having to va	ssee may refuse a modification of the lease or a rent increase proposed by						
If the box is checked off, the lesses vacate the dwelling upon terminat	who refuses the modification of the lease proposed by the residence must ion of the lease. However, this does not prevent the Tribunal administratif duapplication concerning the lease (e.g. nullity of a clause, decrease of rent,						
Initials of the lessee	Date						
Find all this information n the Code	civil du Québec (C.C.Q.), articles 1941 to 1947 and 1955.						
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Initials of the Residence 000000000000000

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

Please choose the situati	on that applies:					
	u that the lowest rent p the rent fixed by the Tr					
Amount of rent		services provided ervices of a perso ovided to the lesse	onal	Total r	ent	□ per month
\$	\$		\$			□ per week
,	,		''			
2. If no rent has beein the amo	en paid in the 12 mor ount of:	ths prior to the be	eginning of the	lease, th	ie last rer	nt was paid or
\$		□ per month	☐ per wee	k	Jour Moi	s Année
Regardless of which situates and the condi			sed property, th	ne service		
□ Yes □ No						
If the <b>"No"</b> box is checke nature, personal assistan				addition o	of service:	s of a persona
Signature of the residen	ice's representative			Date	Jour Moi	s Année
Signature of the lessee (or his or her mandatary		of the lessee r mandatary)		Date	Jour Moi	s Année
he or she may, within 10 logement to have the re If the residence did not of the sublessee may, within logement to have his or logement.	nt fixed. give such notice at th in two months after th	e time the lease o	or sublease wa	s enterec	I into, the	new lessee or
The new lessee or the subsection of a falson			tion within two	months	after the	day he or she
8 Signatures						
Signature of the residence	's representative:					
				<u></u>	1. 1.	
				Jour	Mois Anr	née
Signature of the lessee (o	or his or her mandatar	у)		 Jour	Mois Anr	née
Signature of the lessee (c	or his or her mandatar	v)				
or the lessee (c	n riis or rior manadarar	71			Mois Ann	
O Nation of familians	1			Jour	Mois Anr	166
9 Notice of family resi						
A lessee who is married on the dwelling, assign the spouses, that the dwelling is a sign the dwelling the dwe	e lease or terminate t	he lease where th	ne residence h			
Notice to the residence						
hereby declare that I a	m married to or in a c	ivil union with				
hereby notify you that t	ne dwelling covered			family resi	dence.	
Signature of lessee or less	see's spouse	Jour Mois	Année			
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			-	Initials of the Residence	Ir	nitials of the Lessee

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

The residence has the obligation to indicate the cost attributable to each 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 private seniors' residence, before entering into the lease. The residence 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 residence, 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 residence 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			COST OF 2 <sup>ND</sup> PERSON
FOOD SERVICES		(SPOUSE OR CO-LESSEE)	NURSING CARE		(SPOUSE OR CO-LESSEE)
MEALS			NURSE	\$	\$
<ul> <li>Number of daily meals</li> </ul>			Specify:	_	
□ Breakfast	\$	\$	- Frequency:	_	
□ Lunch	\$	\$	- Number of hours:	_	
□ Supper	\$	\$	LICENSED PRACTICAL NURSE	\$	
□ Type of menus			□ Specify:	_	\$
□ Daily menus	\$	\$	- Frequency:		
A la carte menus	\$	\$	- Number of hours:	_	
Dietetic menus	\$	\$	Domestic or personal living assistance	service	
	<b>\$</b>	Φ	RESIDENT CARE ATTENDANT	\$	
- Specify:			□ Specify:		\$
			- Frequency:		
SNACKS	\$	\$	- Number of hours:	_	
<ul> <li>Number of snacks per day</li> </ul>			- Nortiber of floors.	_	
TOTAL MONTHLY COST:	\$	\$	TOTAL MONTHLY COST:	\$	\$
MONTHLY COST EXCLUDING					
FOOD AND BEVERAGES \$		<u> </u>			
PERSONAL CARE SERVICES			DOMESTIC HELP SERVICES		
EATING ASSISTANCE	\$	\$	LAUNDRY		
□ Specify:			□ Bedding		
			time(s) per week or time(s)	per month	\$
DAILY HYGIENE ASSISTANCE				\$	
Daily hygiene	S	\$	□ Clothing		¢
	<b>3</b>	Φ	time(s) per week ortime(s)	l ner month	Φ
- Specify:			iii lie(s) per week or iii lie(s)	\$	
□ Bathing	\$	\$	HOUSEKEEPING		
times a week					\$
□ Dressing	\$	\$	<ul> <li>Cleaning the dwelling or the roor</li> </ul>		
- Specify:			time(s) per two weeks	\$	
Other:	¢	¢	Specify:		
Unier.	Φ	Φ	TOTAL MONTHLY COST:	\$	\$
INCONTINENCE MANAGEMENT	\$	\$	OTHER SERVICES OFFERED		•
□ Specify:	_		ASSISTANCE WITH MOBILITY	\$	\$
MEDICATION			Specify:	Ψ	Ψ
<ul> <li>Distribution of medication</li> </ul>	\$		specify.	_	
Administration of medication	\$		-	_	
Management of medication	•		ACCOMPANIMENT SERVICE		
•	Ф		<ul> <li>Medical visits</li> </ul>	\$	\$
- Specify:			□ Errands	\$	\$
			SAFETY ALERT DEVICE	S	\$
INVASIVE CARE FOR ASSISTANCE WITH	\$	\$	(risk of wandering)	•——	
ACTIVITIES OF DAILY LIVING			□ Specify:		
□ Specify:				_	
			(Safety alert devices for clients at risk of wan		-
TOTAL MONTHLY COST:	•	•	by the residence except in situations when	a resident is waiting fo	r
OTAL MONTHLY COST:	\$	\$	relocation.)		
OTHER:			ASSISTANCE FILLING IN	\$	\$
			HOME SUPPORT TAX CREDIT FORMS		
			OTHER:	\$	\$
			TOTAL MONTHLY COST:	\$	\$
			TOTAL MONTHLY COST OF SERVICE	S included \$	
			+		
			BASE RENT		
			(see mandatory lease form)	\$	
			TOTAL RENT	\$	
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			<u></u>		
			Initials of the Residence		f the Lessee

Signatures					
Signature of the residence's officer (or representative)	Day Month	n Year	Signature of the lessee (or his or her mandatary	) Day	Month Year
Other signatory (examples: witness or other)	Day Month	n Year	Signature of the lessee ((or his or her mandatar		Month Year elephone No.)
Any other person who signs the lease surety).	must clearly	indicate ir	what capacity he or she is doing s	so (e.g. and	ther lessee,
Name:					
Indicate in what capacity:					
Address of signatory:					
ADDITION OF SERVICES DURING THE L	EASE				
- Service to be added:		Spec	ify:	_ Cost:	\$
- Service to be added:		Spec	ify:	_ Cost:	\$
- Service to be added:		Spec	ify:	_ Cost:	\$
- Service to be added:		_ Spec	ify:	_ Cost:	\$
Signature of the residence's offic representative):	er (or			_ Date: _	
Signature of the lessee (or his or h	ner mandata	ry)		_ Date: _	
Signature of the lessee (or his or h	ner mandata	ry)		_ Date: _	
WITHDRAWAL OF SERVICES DURING TO	UF LEASE				
- Service to be	HE LEASE				
withdrawn:		_ Spec	ify:	_ Cost:	\$
- Service to be withdrawn:		Spec	ify:	Cost:	\$
- Service to be				_	,
withdrawn:		Spec	ify:	_ Cost:	\$
- Service to be withdrawn:		Spec	ify:	_ Cost:	\$
Signature of the residence/lessor representative):	(or			_ Date: _	
Signature of the lessee (or his or h	ner mandata	ry)		_ Date: _	
Signature of the lessee (or his or h	ner mandata	ry)		_ Date: _	

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Initials of the Residence

#### **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. summarize the essential points of the 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.O.)

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

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 operous 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 before a tribunal, generally the Tribunal before a tribunal. These remedies 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, orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the ise of any means to palliate a handicap. 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 ieunesse

#### 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

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.)

Tribunal administratif du logement

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

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

For instance, no one may, in the lease:

- · waive his or her right to maintain occupancy (art 1936 C.C.O.)
- · 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
- . 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)
- 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 m than once during each 12-month period (art. 1906
- 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
- a clause limiting the right of the lessee to purchase property or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).
- The lessee may apply to the 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

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 ase 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.).

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 formalities provided for by law (art. 1938 C.C.Q.).

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

#### New lessor

- 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 lesson 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 be or she lived alone, the liquidator, the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts. 1938 and 1939 C C O )

#### Non-payment of rent

10. Non-payment of rent entitles the residence to apply to the tribunal for a condemnation forcing the ee 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

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

#### LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil

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 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

#### **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.
- 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
- 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

#### Tribunal administratif du logement

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 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.O.)

#### 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'

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

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
- . 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 n 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

- 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

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 o non-renewal of the lease), shall be written and drawn up in the same language as the lease. I 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

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 tha 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 ndicated 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
- 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

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

If the lessee refuses the modification(s), he or she 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 mon termination of the lease if the dwelling is ocated 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

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

42. The residence has one month, after receiving the renty 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)

#### 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

#### Tribunal administratif du logement

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 per-son, the dwelling may generally be repossessed only if there is only one other co-owner and the two coowners are spouses.

A legal person may not avail itself of the right to

#### 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
- 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 heneficiary under 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 riods 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.O.

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) 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

- 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

#### 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 anauthorized also be sent with a certificate from an authorized certain that the conditions requiring person stating that the conditions requiring admission to the facility have been met.

- Article 1974.1 C.C.Q.

- 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 onotice is sent if the lease is for an indeterminate of term or a term of less than 12 months, or before the be 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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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.C.).

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 safely 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 loaement

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.

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

# 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), accessions 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 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 lobtain. 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 apoly.

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 Assurace 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.

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Initials of the Residence Initials of the Lessee

#### 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	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	desired termination of the lease	
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease	Between 10 and 20 days before desired termination of the lease	

#### STEPS 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		
Less of less than 12 months	Between 1 and 2 months before termination of the lease	1 month after receipt of the notice of modification	1 month after receipt of the lessee's refusal Otherwise, the lease is renewed of right on the previous conditions
Lease with an indeterminate term	Between 1 and 2 months before the proposed modification	If the lessee does not reply, he or she is deemed to have accepted the modification.	
Lease of a room	Between 10 and 20 days before termination of a fixed term lease or		
Lease of a foom	before the proposed modification if the lease has an indeterminate term.	See refere	ence 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
Leave for more than 6 months	6 months before termination of the lease	1 month after receipt of the notice	
Lease of less than 6 months	1 months before termination of the lease	from the lessor	
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.	1 month after the lessee's refusal or the expiry of the lessee's time limit to reply

#### STEPS OF EVICTION FOR SUBDIVISION, ENLARGEMENT OR CHANGE OF DESTINATION AND NOTICE PERIODS

(arts. 1300 artu 1300 C.C.Q.)		
TABLE D	Step 1 Notice from the residence	Step 2 Contestation to the Tribunal administratif du logement by the lessee
Leave 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.
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 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.

#### END OF THE MANDATORY PARTICULARS

Tribunal administratif du logement

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Initials of the Residence Initials of the Lessee

# SCHEDULE 6 Services Offered to the Lessee by the Lessor

Tribunal administratif du logement Ouébec 💀 💀

# **SCHEDULE 6** TO THE LEASE Services Offered to the Lessee by the Lessor

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

### TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES IN REFERENCE TO LEASE

This schedule must be used when a lessor offers services in addition to those indicated in the lease, including services of a personal nature pursuant to articles 1892.1 and 1895.1 of the Civil Code of Québec (C.C.Q.). In addition, Revenu Québec may require the schedule in order to grant a lessee a tax credit for home-support services.

The provisions pertaining to the rights and obligations of lessors and lessees in articles 1851 to 2000 of the C.C.Q. apply not only to a leased dwelling or room, but also to services (e.g. meals, nursing care, laundry service), accessories and dependencies.

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

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

# COST OF SERVICES OF A PERSONAL NATURE PROVIDED TO THE

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.

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

A lessor who receives a written notice of resiliation during the term of the provided for in the lease, this schedule or a separate contract. 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:

- 1. he or she is allocated a dwelling in low-rental housing; or
- 2. he or she is relocated in an equivalent dwelling corresponding to his or protection against any form of exploitation. her needs, following a decision of the tribunal; or
- 3. he or she can no longer occupy his or her dwelling because of a
- 4. if the safety of the lessee or of a child living with the lessee is threatened because of the violent behaviour of a spouse or former spouse or because of a sexual aggression, even by a third party; or
- 5. if he or she has died, in which case the notice of resiliation may be given by one of the persons provided for by law (see the particular respecting death in the mandatory lease forms); or
- if the person is a senior permanently admitted to a residential and longterm 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.

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

#### CHARTER OF HUMAN RIGHTS AND FREEDOMS

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

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

OF A PERSONAL NATURE		ESSORIES, DEPENDENCIES AND SERVICES OTHER THA	
	es, accesso	ories and dependencies for which the lessee undertakes to pay rea	IIL.
Check off if included in the lease.		DECDEATION GEDWICES	
TYPE OF LODGING FACILITY  — specify:		RECREATION SERVICES  ACCESS TO RECREATIONAL ACTIVITIES □ SOCIAL DIRE	CTOD $\square$
DESCRIPTION OF PREMISES AND SERVICES		specify:	CIUR
dwelling with rooms		INDOOR COMMON AREAS	
• room		OUTDOOR COMMON AREAS	
– private			
- shared		AVAILABILITY OF AN ACTIVITIES ROOM (RECREATION) DINING ROOM OPEN TO VISITORS	П
BATHROOM	_	MEDICAL SERVICES	П
<ul><li>private</li><li>shared</li></ul>			
GRAB BARS/HANDRAILS	ш	- specify:	_
■ bathroom		AVAILABILITY ON SITE OF NURSING CARE AND A RESIDE	ENT CARE
corridors (common areas)		ATTENDANT	
HEATING		(SERVICES OFFERED BY THE LESSOR)	_
■ central system		NURSE	
■ individual control		specify:	
AIR CONDITIONING		schedule:	
■ central system		NURSING ASSISTANT	
■ individual control		specify:schedule:	
TELECOMMUNICATION SERVICES			
■ telephone		RESIDENT CARE ATTENDANT	
cable television Internet		specify:	
• other:		schedule:	
		Part 2 of this form must be completed.	
CALL-FOR-HELP SYSTEM		OF OUR ITY	
■ fixed		SECURITY	
■ mobile		schedule:     person authorized	
MANUAL OR POWERED WHEELCHAIR		■ nurse	
accessible immovable		■ nursing assistant	
<ul> <li>accessible dwelling</li> <li>adapted dwelling</li> </ul>		■ care attendant	
specify:	=	<ul><li>guard</li><li>receptionist</li></ul>	
		• other:	
OTHER MOTORIZED MOBILITY AIDS			
(FOUR-WHEEL SCOOTER TYPE)		TRANSPORTATION	
<ul> <li>accessible immovable</li> <li>accessible dwelling</li> </ul>		shuttle service	
adapted dwelling		other:	
specify:		service payable on a per-use basis Yes 🗆	
FURNITURE AND APPLIANCES (that THE LESSEES may n	ot BRING)	OTHER:	
■ specify:	□		
BALCONY		specify:	
■ private			
<ul><li>shared</li></ul>			
LOCKED STORAGE SPACE			
- location:			
LAUNDRY ROOM	_		
shared laundry room     − service payable on a per-use basis Yes □ No □			
ELEVATOR			
LLLIATOR	ш		

PART 2	SERVICES OF A PER	SONAL NAT	URE			
The lessor must sp	e lessor must specify the cost of each of the services of a personal nature to be provided to the lessee.					
These services fall and nursing care.	into the following categorie	s: meal service	es, domestic he	elp services, security services, recreation services	, personal assi	stance services
	nd whether the lessee re			nedule may be used on a temporary or perman ndertakes to provide these services at the c		
Check off the app	propriate box for each of	the services s	elected. Spec	ify the cost of each service.		
	•		COST 2ND PERSON			COST 2ND PERSON
FOOD SERVICES			(SPOUSE OR CO-LESSEE)	NURSING CARE		(SPOUSE OR CO-LESSEE)
MEALS				NURSE	\$	\$
□ number of me	als per day:		_	□ specify:		
□ breakfas	st	\$	\$	frequency:		
□ lunch		\$	. \$	number of hours:		
□ supper		\$	\$	NURSING ASSISTANT	\$	\$
□ Type of meals			e	□ specify:		
☐ daily spe		\$	- \$	frequency:		
□ à la cart		\$	- \$	number of hours: Domestic help or personal assistance services		
	diet meals	\$	- *	Resident care ATTENDANT	\$	\$
– speci	ty:		-	□ specify:		
SNACKS			-	□ frequency:		
	f snacks per day:			number of hours:		
		\$	\$	_		
TOTAL MONTHLY	COST:	\$	\$	TOTAL MONTHLY COST:	\$	\$
MONTHLY COST E	XCLUDING					
FOOD AND BEVER		\$	\$			
EATING ASSISTAN	CE	\$	\$	LAUNDRY		
□ specify:				□ household linen		
_				times a week or times a month	\$	\$
ASSISTANCE WITH	I DAILY PERSONAL HYGIEN	NE		□ clothing		
<ul> <li>daily hygiene</li> </ul>		\$	\$	times a week ortimes a month	\$	\$
<ul><li>specify:</li></ul>				HOUSEKEEPING		
□ bathing		\$	s	□ cleaning of dwelling or room		
	s a week		•	times every two weeks	\$	\$
□ dressing		\$	. \$	specify:		
<ul><li>specify:</li></ul>			\$	TOTAL MONTHLY COST:	\$	\$
other:		\$		OTHER SERVICES OFFERED		
INCONTINENCE CA	NDF	•	\$	HELP WITH GETTING AROUND	\$	\$
INCONTINENCE CA specify:	AKE	ð	-	□ specify:		
MEDICATION						
☐ distribution of	medication	\$		ESCORT SERVICE		
administration		\$	-	☐ medical appointments	\$	\$
□ management		\$	-	□ errands	\$	\$
<ul><li>specify:</li></ul>		•	-	SECURITY DEVICE	\$	\$
				(risk for wandering)		
INVASIVE CARE SE	ERVICES INVOLVED IN ASS	ISTANCE	\$	specify:		
WITH ACTIVITIES O	OF DAILY LIVING			(The security alert devices for persons prone to wa.	nderina must he	
□ specify:				provided by the lessor, except where a residen		
TOTAL MONTHLY	COST:	\$	\$	relocation.)		
OTHER:				ASSISTANCE FOR COMPLETING FORMS RELATED TO THE TAX CREDIT	•	¢
OTHER.				FOR HOME SUPPORT SERVICES FOR SEI	NIORS	J
				OTHER:	\$	\$
				TOTAL MONTHLY COST:	\$	\$
				TOTAL MONTHLY COST OF SERVICES including	ng \$	
				+ BASIC RENT		
				(see mandatory lease form)	S	
				TOTAL RENT	\$	
SIGNATURES						
				1		1 1
Signature of lessor (o	r his or her mandatary)	Day Mo	nth Year	Signature of lessee (or his or her mandatary)	Day Month	Year
						1 1
Signature of lessor (o	r his or her mandatary)	Day Mo	nth Year	Signature of lessee (or his or her mandatary)	Day Month	Year
Other signatory (e.g.	witness or other)	Day Mo	nth Year	Person to contact in case of emergency (name, address and	telephone No.)	

# SCHEDULE 7 MANDATORY WRITING in the Case of an Oral Lease



# MANDATORY WRITING

www.tal.gouv.qc.ca Montréal area : 514 873-BAIL* Elsewhere in Québec : 1 800 683-BA	AIL*	the C	ase (	of an Oral Lease
*An automated information service is available around the	clock RIBUNAL ADMINISTRATIF	DU LOGEME	NT I TWO	COPIES
				entering into the lease (art. 1895 C.C.Q.).
A BETWEEN THE LESSOR (WRITE	LEGIBLY)	AND THE I	LESSEE (W	RITE LEGIBLY)
Name		Name		
No. Street	Apt.	No.	Street	Apt.
Municipality	Postal code	Municipality		Postal code
Telephone No. Other Tel	ephone No. (cell phone)	Telephone No.		Other Telephone No. (cell phone)
Email address		Email address		
Where applicable, represented by :		Where applicable,	, represented by :	
Name		Name		
No. Street	Apt.	No.	Street	Apt.
Municipality	Postal code	Municipality		Postal code
Telephone No. Other Tel	ephone No. (cell phone)	Telephone No.		Other Telephone No. (cell phone)
Email address		Email address		
Where applicable, represented by :		_ Where applicable,	, represented by :	
ADDRESS OF LEASED DWELLING				
No. Street		Apt.		Municipality Postal code
	d in the lease must be those tha			• •
B RENT (arts. 1855, 1903 and 1904 C.C.	ssor" in the Civil Code of Québe	ec generally refer	s to the own	er of the immovable.
<u> </u>		□ Dor month	□ Dorwoo	de .
The rent and the total cost of services are		☐ Per month	☐ Per wee	
				vices Offered to the Lessee by the Lessor.
C RESTRICTIONS ON THE RIGHT	TO HAVE THE RENT FIX	ED AND THE I	LEASE MO	, ,
The lessor and the lessee may not app fixing of the rent or for the modification of situations applies:   The dwelling is located in an immovable	of another condition of the lea	ase if one of the		If one of the two boxes opposite is checked off and if the five-year period has not yet expired, the lessee who refuses a modification in his or her lease requested by the lessor, such as an increase in the rent, must vacate the dwelling upon termination of the
The immovable became ready for habi		is.		lease (particulars Nos. 39 and 41).
OR	Day Month	Year		If none of the two boxes opposite is checked off and if the lessee refuses a modification in his or her
☐ The dwelling is located in an immovable		rposes results fr	rom a	lease requested by the lessor and wishes to continue to live in the dwelling, the lease is then renewed. The
change of destination that was made fi The immovable became ready for habi		Year		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. 50 and 51).
However, the tribunal may rule on any other	er application concerning the le	ease (e.g. decrea	ase in rent).	<i>₹.</i> ,,
nonovor, and and and may rate on any out	approadon concorning are re	ouco (o.g. ucoro		

Tribunal administratif du logement

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Initials of lessor Initials of lessor Initials of lessor

D NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896 and 1950 C.C.Q.)				
Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, except when one of the two boxes in Section C is checked off.  Please select the situation that applies:  (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 \$  Per month   Per week   Other  OR	If situation (1) applies and if the new lessee or the sublessee pays a rent higher that 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 lessor did not give such notice at the time the lease or sublease was entered into, the new lessee or the sublease may, within two months after the beginning of the lease, apply to the Tribunal administratif du logement to have his or her rent fixed.			
☐ (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 ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐				
Regardless of which situation applies, please indicate if:				
The leased property, the services offered by the lessor and the conditions of your lease are the same	. □ Yes □ No			
If the "No" box is checked off, the following changes have been made (e.g. addition of services of a personal nature, personal assistance services and nursing care, parking, heating):				
Signature of lessor (or his or her mandatary)  Day Month Year Signature of lessee (or his or her mandatary)	nandatary) Day Month Year			
Signature of lessor (or his or her mandatary)  Day Month Year Signature of lessee (or his or her mandatary)	nandatary) Day Month Year			

#### 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, rticles 1851 to 1978 of the Civil Code of Québec

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

Except if the size of the dwelling justifies it, a lessor except in the size of the dwelling justines 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 Inses ingris and coligations 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, exert the extent provided by law, and that a person's home is inviviable. 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 harasment 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

#### Other leases and Schedule 6

Special rules apply to the lease of:

- a room to a student by an educational institution (arts. 1979 to 1983 C.C.Q.);
   a dwelling in a cooperative (art. 1955 C.C.Q.);
   a dwelling in low-rental housing (arts. 1984 to 1995
- land for the installation of a mobile home (arts. 1996 to 2000 C.C.Q.).
- If the lease includes services in addition to those indicated on this form, including services of a personal nature, Schedule 6 to the lease, Services Offered to the Lessee by the Lessor, shall be completed.

#### DWFLLING

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

#### ENTERING INTO THE LEASE

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

#### By-laws of the immovable

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

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

If the dwelling is located in an immovable under divided co-ownership, the by-laws will apply as soon as a copy of them has been given to the lessee by the co-owner or by the syndicate (art. 1057 C.C.Q.).

may not contradict the lease or

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

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

#### Conditions of the lease

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

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

6. Pursuant to article 1893 of the Civil Code of Quebec, conditions that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883, and 1992 to 2000 of the Code are without effect.

For instance, no one may, at the time of entering into

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

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

The following conditions are also without effect:

- a condition limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.);

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

and conditions as he or she sees fit (art. 1900 C.C.Q.).

 The lessee may apply to the 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.).

 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.).

#### Now Joseph

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 (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' fit 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 lessee 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 least op 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 (art. 1988 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. 1833 C.C.Q.).

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

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

#### PAYMENT OF RENT

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

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

16. The lessor may not require payment of the rent by means of a postdated cheque or any other postdated

instrument, unless otherwise agreed (art. 1904 2nd par. C.C.Q.).

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

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

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

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

20. Non-payment of rent entitles the lessor to apply to the tribunal for a condemnation forcing the lessee to pay it. Also, if the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lessee 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 5716.C.C.O.)

#### Liability of co-lessees and surety

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

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

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 1910 C.C.O.)

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

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

28. During the term of the lease, the lessor and the lessee may not change the form or 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.).

 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 the lessed property. However, the lessed property the only if he or she has informed or attempted to inclose the lesser of the situation and if the latter has not acted in due norms.

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 ofter 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 adate on which it is to begin, an estimation that 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 the lessor may, within 10 days after viewal, 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

respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

38. The lessor may have access to the dwelling during

to ascertain the condition of the dwelling be-tween 9 a.m. and 9 p.m.:

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

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

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

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

#### 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

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
- 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 filled, the increase may be expressed as a percentage of the rent to be determined by the Tribunal administratif du looment.
- the time granted to the lessee to refuse the proposed modification(s), i.e. one month after receiving the notice (arts. 1943 and 1945 C.C.Q.).
- Reply to a notice of modification (art. 1945 C.C.O.) 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"
- will vacate the dwelling upon termination of the

If the lessee fails to reply, this means that he or she accepts the modification(s) requested by the lessor. f the lessee refuses the modification(s), he or she is ntitled to remain in the dwelling because the leas enewed. 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 nistratif du logement's website idministratif du iogeni 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 fixing of the rent or for a ruling on any other modification of the lease (see Table B). If the lesson 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 52. Where the tessor 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 ides for an adjustment of the rent, the lessee of lessor may contest the excessive or inadequate nature of the agreed adjustment and have the rent

An application for that purpose shall be filed with the An application to that purpose shall be lifed 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 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

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

A legal person may not avail itself of the right to 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 renossess the land to live on it-
- · the beneficiary of the repossession is 70 years of
- 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

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, relarge 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 A lessee who subleases all or part of fils of file 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 or which the lease of the lessee terminates. However, the which the lease of the discrete 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 personal assistance services evaluated by in 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

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 lessor or one month after the notice is sent if the lesse is for an indeterminate term or a term of less than 12 months, or before the expiry of this period if the parties so agree or when the dwelling, having been vacated by the 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 swom 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 selfely of the lessee or of a child lying 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 her 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.).

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 lesses shall remove all the constructions, works or plantations the other states and the least of the lesses or may retain them by paying the value thereof or compel the lesses to remove them and to restore the property to the condition in which he or she received if

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	
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	termination of the lease	Within 1 month after receiving the lessor's notice
Lease with an indeterminate term	Between 1 and 2 months before desired termination of the lease	Between 10 and 20 days before desired termination of the lease	

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

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

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

TEL OT ON THE COOLSONS THE EARLY AND TERRODOT ON STATE HOUSE (and 1500 C.O.G.)				
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		
Lease of 6 months or less	1 month before termination of the lease	owner-lessor's notice.  If the lessee fails to reply, he or	Within 1 month after the refusal or the expiry of the period granted to the lessee	
Lease with an indeterminate term	6 months before intended date of repossession	If the lessee falls to reply, he or she is deemed to have refused to vacate the land.	to reply.	

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

TABLE D	Step 1 : 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	Within 1 month after receiving the lessor's notice.
the lease	trie lease	If the lessee does not object, he or she is deemed to have agreed to vacate
Lease of 6 months or less	1 month before termination of the lease	the land.
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 C	F NOTICE	
NOTIC	E OF REN	T INCREASE	AND MODIFICATION OF ANOTHER COM	DITION OF THE LEASE	
Th	his notice is	given in acco	ordance with articles 1942 and 1943 of the <i>Civ</i> essor should always keep a copy of the notice	I Code of Québec. It must be sent to each o and proof that the served notice was recei	of the lessees individually. The ved.
Notice	e to :				
Lessee n	ame				
Lessee n	ame				
	of leased dwellin				
•			I intend to modify the following condition	(s):	
			of the boxes below)	(Fabruha a a a a A	
(	r current ren OR		will be increased to \$	. (Enter the new rent)	
(	ir current ren OR			\$. (Enter the amount of increas	
	ir current ren OR	t of \$	will be increased by	%. (Enter the percentage incre	ase)
☐ You	r rent under	the lease endir	ng on Year Month Day	currently the subject of an application to review	or fix the rent,
will be i	increased by		% of the rent to be determined by the	Tribunal.	
Term o	of lease				
Your lea	ase will be re	enewed from	to		
			Year Month Day Year	Month Day	
Other	modification	on(s) (state the	e proposed modifications, e.g. : garage, heating)		
To the	lessee : IF \	OU REFUSE	the modification(s) or YOU ARE MOVING at the	end of the lease. YOU MUST RESPOND to thi	is notice ONE MONTH of its receipt.
Otherwi	ise, the lease	e will be renew	ed under the new conditions.		
A respo		ite provided by	the Tribunal administratif du logement is availab	e on the Tribunal's website (www.tal.gouv.qc.o	ca/en) , from your local Tribunal office
,					
Lessor or	mandatary nam	ne	Address		
Lessor or Telephon	, , , ,	ne			Year Month Day
Telephon	e number		Address  Lessor or mandatary signature  ssee is served the notice in person		Year Month Day
Telephon	e number		Lessor or mandatary signature ssee is served the notice in person		Year Month Day
Telephon	e number	ceipt, if the les	Lessor or mandatary signature ssee is served the notice in person	Lessee signature	Year Month Day
Telephon	mation of recommendation of re	ceipt, if the les	Lessor or mandatary signature ssee is served the notice in person ce on : Lessee name – please print		Year Month Day
Telephon	mation of recommendation	ceipt, if the les	Lessor or mandatary signature ssee is served the notice in person ice on:  Lessee name – please print Lessee name – please print	Lessee signature Lessee signature NOTICE MODEL	Year Month Day
Telephoni Confirm I confirm Year Year	mation of recommendation of recommendation of recommendation of recommendation of the control of	ceipt, if the lese eived this noti	Lessor or mandatary signature ssee is served the notice in person ice on:  Lessee name – please print Lessee name – please print	Lessee signature  NOTICE MODEL	Tool moral way
Telephon Confirm I confir Year Year	mation of recommendation of recommendation of recommendation of recommendation of the commendation of the	ceipt, if the leseived this noti	Lessor or mandatary signature ssee is served the notice in person ce on: Lessoe name – please print RESPONSE TO A NOTICE OF RENT INCREASE AND MODI ance with article 1945 of the Civil Code of Que	Lessee signature  NOTICE MODEL  FICATION OF ANOTHER CONDITION Of the lessor(s). The lessor(s) is the lessor(s).	F THE LEASE
Telephon Confirm I confirm Year Year This	mation of recommendation of recommendation of recommendation of recommendation of the commendation of the	ceipt, if the leseived this noti	Lessor or mandatary signature ssee is served the notice in person ice on :  Lessee name – please print Lessee name – please print RESPONSE TO A NOTICE OF RENT INCREASE AND MODIL	Lessee signature  NOTICE MODEL  FICATION OF ANOTHER CONDITION Of the lessor(s). The lessor(s) is the lessor(s).	F THE LEASE
Telephon Confirm I confirm Year Year This	mation of recommendation of re	ceipt, if the leseived this noti	Lessor or mandatary signature ssee is served the notice in person ce on: Lessoe name – please print RESPONSE TO A NOTICE OF RENT INCREASE AND MODI ance with article 1945 of the Civil Code of Que	Lessee signature  NOTICE MODEL  FICATION OF ANOTHER CONDITION Of the lessor(s). The lessor(s) is the lessor(s).	F THE LEASE
Telephon Confirm I confir I year Year This Notice	mation of recommendation of re	ceipt, if the leseived this noti	Lessor or mandatary signature ssee is served the notice in person ce on: Lessoe name – please print RESPONSE TO A NOTICE OF RENT INCREASE AND MODI ance with article 1945 of the Civil Code of Que	Lessee signature  NOTICE MODEL  FICATION OF ANOTHER CONDITION Of the lessor(s). The lessor(s) is the lessor(s).	F THE LEASE
Telephon Confirm I confirm Year Year This	mation of recommendation of re	ceipt, if the leseived this noti	Lessor or mandatary signature ssee is served the notice in person ce on: Lessoe name – please print RESPONSE TO A NOTICE OF RENT INCREASE AND MODI ance with article 1945 of the Civil Code of Que	Lessee signature  NOTICE MODEL  FICATION OF ANOTHER CONDITION Of the lessor(s). The lessor(s) is the lessor(s) is the lessor(s).	F THE LEASE
Telephon Confirm I confir I year Year This Notice Lessor na	mation of remme that I recommend the month of the month o	ceipt, if the let eived this noti	Lessor or mandatary signature ssee is served the notice in person ice on :  Lessee name – please print Lessee name – please print RESPONSE TO A NOTICE OF RENT INCREASE AND MODI ance with article 1945 of the Civil Code of Que of the notice and proof that the	Lessee signature NOTICE MODEL FICATION OF ANOTHER CONDITION O ibec. It must be sent to the lessor(s). The le e served notice was received.	FTHE LEASE ssee should always keep a copy
Telephon Confirm I confir I year Year This Notice Lessor na	mation of recommendation of recommendation of recommendation of recommendation of recommendation of recommendation of reased dweller of leased dweller opening to you conset to you can be a recommendation of reased dweller	ceipt, if the let eived this noti	Lessor or mandatary signature ssee is served the notice in person ce on: Lessoe name – please print RESPONSE TO A NOTICE OF RENT INCREASE AND MODI ance with article 1945 of the Civil Code of Que	Lessee signature NOTICE MODEL FICATION OF ANOTHER CONDITION O ibec. It must be sent to the lessor(s). The le e served notice was received.	FTHE LEASE ssee should always keep a copy
Telephonor Confirm I confirm Year Year This Notice Lesson ne Address of the thickness of th	mation of recommendation of re	ceipt, if the lese eived this notion of the least of the	Lessor or mandatary signature  ssee is served the notice in person ice on:  Lessee name – please print  Lessee name – please print  RESPONSE TO A  NOTICE OF RENT INCREASE AND MODIL  ance with article 1945 of the Civil Code of Que of the notice and proof that the	Lessee signature NOTICE MODEL FICATION OF ANOTHER CONDITION O ibec. It must be sent to the lessor(s). The le e served notice was received.	FTHE LEASE ssee should always keep a copy
Telephonor Confirm I confirm Year Year This Notice Lessor ne Address of In resp below): I acu	e number mation of rem mation	ceipt, if the lee eived this noti Day Day ONSETO A ven in accords our notice of ewal of the leas accord modifical	Lessor or mandatary signature  Ssee is served the notice in person ice on:  Lessee name – please print  RESPONSE TO A  NOTICE OF RENT INCREASE AND MODIL  ance with article 1945 of the Civil Code of Que of the notice and proof that the continuation of the notice and proof that the continuation of the notice and proof that the continuation of the notice and proof that the notice and proof the notice and proof that the notice and proof that the notice and proof that the notice and proof the notice and proof that the notice and proof the notice and	Lissee signature  NOTICE MODEL  ICATION OF ANOTHER CONDITION Of the lessor(s). The le e served notice was received.	FTHE LEASE ssee should always keep a copy
Telephonor Confirm I confir I confir Year Year This Notice Lessor na Address of In resp below): I acu	e number mation of rem mation	ceipt, if the lese eved this notion of the least one of t	Lessor or mandatary signature  ssee is served the notice in person ice on:  Lessee name – please print  RESPONSE TO A  NOTICE OF RENT INCREASE AND MODI ance with article 1945 of the Civil Code of Qu of the notice and proof that the continuous of the notice and proof that the continuous and modification of another increase another increase and modification of another increase and modification of another increase and modification of another increase ano	Lessee signature  NOTICE MODEL  ICATION OF ANOTHER CONDITION Of the lessor(s). The le e served notice was received.	FTHE LEASE ssee should always keep a copy  you that (check off ONE of the boxes
Telephono Confirm I confirm Year Year This Notice Lessor na Address of In resp below) I acu	e number mation of rec m that I rec Month Month  EUS RESP notice is gi to : are are copt the ren fuse the prop n or renewi coination five	ceipt, if the leseived this notification in Day  ONSE TO A ven in accord.  Onse to A ven in accord.  Onse to A ven in accord.	Lessor or mandatary signature  Ssee is served the notice in person ice on:  Lessee name – please print  RESPONSE TO A  NOTICE OF RENT INCREASE AND MODIL  ance with article 1945 of the Civil Code of Que of the notice and proof that the company of the company of the company of the company of the modification of another is with the modifications.  tions and am renewing the lease.  Ind I will vacate the dwelling at the end of the leaveling is located in a cooperative of which the less, and if the lessee refuses one or more me	Lessee signature  NOTICE MODEL  FICATION OF ANOTHER CONDITION OF THE LESSEE, I hereby inform see.	FTHE LEASE ssee should always keep a copy  you that (check off ONE of the boxes
Telephon Confirm I confirm Year Year  LESS: This  Notice Lessor na Address of In ress below):   1 act   1 act   1 the le of dest	e number mation of rec m that I rec Month Month  EUS RESP notice is gi to : are are copt the ren fuse the prop n or renewi coination five	ceipt, if the lee eived this noti Day Day ONSETO A ven in accord.  gour notice of ewal of the leas cosed modificating my lease a ns that the dw	Lessor or mandatary signature  Ssee is served the notice in person ice on:  Lessee name – please print  RESPONSE TO A  NOTICE OF RENT INCREASE AND MODIL  ance with article 1945 of the Civil Code of Que of the notice and proof that the company of the company of the company of the company of the modification of another is with the modifications.  tions and am renewing the lease.  Ind I will vacate the dwelling at the end of the leaveling is located in a cooperative of which the less, and if the lessee refuses one or more me	Lessee signature  NOTICE MODEL  FICATION OF ANOTHER CONDITION OF THE LESSEE, I hereby inform see.	FTHE LEASE ssee should always keep a copy  you that (check off ONE of the boxes
Telephon Confirr I confir I confir Year Year This Notice Lessor ne	e number mation of rem mation five seare mentio ination five uur lease) (air	ceipt, if the lee eived this noti Day Day ONSETO A ven in accord our notice of ewal of the leas oosed modifical ng my lease a ng my lease a the dw years ago or trs. 1945 and 1	Lessor or mandatary signature  ssee is served the notice in person ice on:  Lessee name – please print  RESPONSE TO P  NOTICE OF RENT INCREASE AND MODI ance with article 1945 of the Civil Code of Qur of the notice and proof that the code of the c	Lessee signature  NOTICE MODEL  ICATION OF ANOTHER CONDITION O  ibec. It must be sent to the lessor(s). The le e served notice was received.  I condition of the lease, I hereby inform  se. e lessee is a member, or in a building that w diffications, the lessee must move upon te	FTHE LEASE ssee should always keep a copy  you that (check off ONE of the boxes
Telephon Tel	e number mation of rem mation of remewing assemention mation five mation five month month	Composition of the least of the least of the least open means open means open means of the least open means ope	Lessor or mandatary signature  Ssee is served the notice in person (ce on :  Lessee name – please print  Lessee name – please print  RESPONSE TO A  NOTICE OF RENT INCREASE AND MODIL ance with article 1945 of the Civil Code of Que of the notice and proof that the  rent increase and modification of anotherse with the modifications. tions and am renewing the lease. Incl. will vacate the dwelling at the end of the less with the lessee refuses one or more me 1955 C.C.Q.).  Lessee name – please print	Lessee signature  NOTICE MODEL  FICATION OF ANOTHER CONDITION OF THE LESSE IS A MEMBER OF THE LESSEE IS A MEMBER OF THE L	FTHE LEASE ssee should always keep a copy  you that (check off ONE of the boxes
Telephon Tel	e number mation of rem mation five mation of rem mation of	Composition of the least of the least of the least open means open means open means of the least open means ope	Lessor or mandatary signature  Ssee is served the notice in person ice on:  Lessee name – please print  RESPONSE TO A  NOTICE OF RENT INCREASE AND MODIL  ance with article 1945 of the Civil Code of Qur of the notice and proof that the code of the civil code of Qur of the notice and proof that the modifications.  tions and am renewing the lease.  Ind I will vacate the dwalling at the end of the leaves and if the lessee name – please print  Lessee is served the notice in person	Lessee signature  NOTICE MODEL  FICATION OF ANOTHER CONDITION OF THE LESSE IS A MEMBER OF THE LESSEE IS A MEMBER OF THE L	FTHE LEASE ssee should always keep a copy  you that (check off ONE of the boxes
Telephon Confirm Confirm Year Year Year This Notice Lessor na Address the below): In respect to feel the first the le of dest C of your Year Year Confirm Conf	e number mation of rem mation five mation of rem mation of	ceipt, if the lee eived this notion by Day  ONSETO A ven in according to the least cosed modificating my lease a ns that the dwyears ago or trsts. 1945 and Day  receipt, if the	Lessor or mandatary signature  Ssee is served the notice in person ice on:  Lessee name – please print  RESPONSE TO A  NOTICE OF RENT INCREASE AND MODIL  ance with article 1945 of the Civil Code of Qur of the notice and proof that the code of the civil code of Qur of the notice and proof that the modifications.  tions and am renewing the lease.  Ind I will vacate the dwalling at the end of the leaves and if the lessee name – please print  Lessee is served the notice in person	Lessee signature  NOTICE MODEL  FICATION OF ANOTHER CONDITION OF THE LESSE IS A MEMBER OF THE LESSEE IS A MEMBER OF THE L	FTHE LEASE ssee should always keep a copy  you that (check off ONE of the boxes

# SCHEDULE 8 LEASE of a Dwelling in a Cooperative

Tribunal administratif du logement  Québec	LEASE of a Dwelling
www.tal.gouv.qc.ca Montréal area : 514 873-BAIL* Elsewhere in Québec : 1 800 683-BAIL*	in a Cooperative
*An automated information service is available around the clock.  TRIBUNAL ADMINISTRATIF DU LOGEN	MENT MANDATORY FORM   TWO COPIES
A BETWEEN (WRITE LEGIBLY)	
THE LESSOR	
Name	
No. Street Apt.	Municipality Postal code
Telephone No. (cell phone)	Email address
Represented by :	
THE LESSEE	THE LESSEE
Name	Name
No. Street Apt.	No. Street Apt.
Municipality Postal code	Municipality Postal code
Telephone No. Other telephone No. (cell phone)	Telephone No. Other telephone No. (cell phone)
Email address	Email address
Where applicable, represented by :	Where applicable, represented by :
	the lessor and the lessee are legally authorized to use.  uébec generally refers to the cooperative.
B DESCRIPTION AND DESTINATION OF LEASED DWELLING	C, ACCESSORIES AND DEPENDENCIES (arts. 1892 C.C.Q.)
Address	
No. Street	Apt.
Municipality  ☐ Outdoor parking Number of places	Postal code Number of rooms  Parking space(s)
☐ Outdoor parking Number of places ☐ Indoor parking Number of places	Parking space(s)
□ Locker or storage space	T arking space(s)
Other	
Specify	
respecting the presence and proper working order of one of	heir respective responsibilities, to comply with regulations r more smoke detectors in the dwelling and the immovable.
Initials of lessor's mandatary Day Month Year In  C TERM OF LEASE (art. 1851 C.C.Q.)	itials of lessee Initials of lessee Day Month Year
FIXED TERM LEASE	INDETERMINATE TERM LEASE
The term of the lease is	The term of the lease is indeterminate,
Specify number of weeks, months or years	beginning on
From Day Month Year Day Month Year	Day Month Year
Neither the cooperative nor the lessee may terminate the lease unilaterally, e	xcept 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 v	week Rent : The rent is payable in equal instalments not
The total cost of services is \$ Per month	week exceeding one month's rent, except for the last
The total rent is \$ Per month □ Per Where applicable, enter the cost of services of a personal nature in 6 to the lease : Services Offered to the Lessee by the Less.  The lessee is a beneficiary of a rent subsidy program. □ Yes □ No	A lease with a term of more than 12 months may
Specify	The cooperative may not exact any other amount of money from the lessee (e.g. deposit for the keys).
	00
Tribunal administratif du logement	May not be reproduced of 6

D RENT (arts. 1855, 1903 and 1904 C.C.Q.) (c	cont.)					
DATE OF PAYMENT	55111.)			Payment of the re	ent for the first payme	nt neriod: At the
FIRST PAYMENT PERIOD		time of entering	into the lease, the o	poperative may		
The rent will be paid on Day Month		payment period	payment of the rent f l (e.g. the first month, yment may not excee	the first week).		
■ OTHER PAYMENT PERIODS				rent.		
The rent will be paid on the 1st day	the month	☐ Of the wee	k		for the other payme the first day of each	
Or on			-	(e.g. month, wee	k), unless otherwise a	agreed.
METHOD OF PAYMENT					ment: The coopera	
The rent is payable in accordance with the follo	owing method	of navment ·			dated instrument, un	
□ Cash □ Cheque □ Electronic bank t	-			agreed.		
The lessee agrees to give the cooperative pos		It: The lessee is entit of his or her rent in c .).				
PLACE OF PAYMENT	Initials of lessee	_			nt : The rent is payable otherwise agreed (art	
The rent is payable atPlace of payment (spec	rifu if the naument is	made by mail if any	nicable)			
	ary if the payment is	made by mail, ii app	picable)			
E   SERVICES AND CONDITIONS				D 1		
BY-LAWS OF THE IMMOVABLE					nmovable : The rules e are established by b	
A copy of the by-laws of the immovable was given to	the lessee before	ore entering int	o the lease.	laws pertain to the	he enjoyment, use ar nd of the common pre	nd maintenance
Given on Day Month Year Initials of less	see Init	ials of lessee		If such by-laws	exist, the cooperation	ve must give a
WORK AND REPAIRS				lease so that the	the lessee <b>before</b> e by-laws form part of	
The work and repairs to be done by the cooperative  Before the delivery of the dwelling	and the timetab	le for performin	g them are as follows :		may not contradict	the lease or
					s: On the date fixed fo	
During the lease				state of repair	cooperative must del r in all respects.	However, the
					the lessee may decide the work (art. 1854 1:	
JANITORIAL SERVICES				1893 C.C.Q.).	(	
					cooperative may not ation to deliver the	
Specify  The contact information for the janitor or the person	to contact if nec	essary is as fol	lows :	accessories and and to deliver a	d dependencies in c nd maintain them in 1892, 1893, 1910 and	lean condition good habitable
Name	Telephone N	lo.		Assessment of absence of an	the condition of proassessment of the condition	emises: In the condition of the
Email address		one No. (cell phone	)	is presumed to condition at the	ptions, photographs, of have received the de- beginning of the le	welling in good
SERVICES, TAXES AND CONSUMPTION CO				2nd par. C.C.Q.)		
Will be borne by : C Heating of dwelling  □ Electricity □ Gas □ Fuel oil	ooperative	Lessee	Water consumption tax fo Snow and ice removal	r dwelling	Cooperative	Lessee
Gas 1- other than for heating			■Parking area			
Electricity		_	■Balcony			
Hot water heater (rental fees) Hot water (user fees)			<ul><li>Entrance, walkway, drive</li><li>Stairs</li></ul>	ewdy		
CONDITIONS	_	-			_	1
The lessee is allowed to <b>smoke</b> . ☐ Yes ☐ No  The lessee has a right of <b>access to the land</b> . ☐ Y	∕es □ No	Specify				
The lessee has a right to keep one or more animals						
OTHER SERVICES, CONDITIONS AND REST	TRICTIONS (e.	Specify g. antenna, bar	rbecue, air conditioner, clothe	esline, painting, po	ol, laundry room)	

F	RESTRICTIONS ON THE RIGHT	TO HAVE THE F	RENT FIXED	AND THE LEASE MO	DIFIED (art. 1955	C.C.Q.)
the situ	cooperative and the lessee may not ixing of the rent or for the modificati- tions. Check the situation that applie The dwelling is leased by the cooperative OR	on of another col	ndition of the		and if the situation lessee who refuse requested by the of the rent, <b>must va</b>	e boxes opposite is checked off on described therein persists, the s a modification in his or her lease cooperative, such as an increase in cate the dwelling upon termination rulars Nos. 39 and 41).
	The dwelling is leased by the cooperativ The dwelling is located in an immovable The immovable became ready for habita	erected five years		ar	If none of the three and if the lessee is lease requested to continue to live is renewed. The coo	ee boxes opposite is checked off refuses a modification in his or her by the cooperative and wishes to the the dwelling, the lease is then perative may apply to the Tribunal
	OR  The dwelling is located in an immovable change of destination that was made five the immovable became ready for habita	e years ago or les ation on	s.	oses results from a		pement to have the conditions of the purposes of its renewal (particulars
Hov	ever, the tribunal may rule on any other	application conce	Month Ye	e (e.g. decrease in rent).		
G	NOTICE TO A NEW LESSEE (arts.			, , ,		
mer less rent give In o Plea Degi	cooperative does not have to give bloers, or when a dwelling is located in if the cooperative so indicated in si fixed by the Tribunal administratif du this notice at the time the lease is er her cases, the cooperative must give se select the situation that applies: 1) I am notifying you that the lowest re nning of your lease, or the rent fixed by the power of the situation that the lowest re nning of your lease, or the rent fixed by the power power situation that the lowest re nning of your lease, or the rent fixed by the power power powe	this notice when an immovable section F. In such a logement. In all stered into. It is notice at the paid for your rothe Tribunal admin	n it rents a erected or all cases, the le other cases, e time the leason in the two	tered five years ago or essee cannot have the the cooperative must ase is entered into.	rent higher that the may, within 10 day into, apply to the T have the rent fixed. If the cooperative the lease was ente two months after the Tribunal admit her rent fixed.  The new lessee within two months	plies and if the new lessee pays a at declared in the notice, he or she a fafer the date he lease is entered ribunal administratif du logement to  did not give such notice at the time red into, the new lessee may, within the beginning of the lease, apply to sistratif du logement to have his or may also make such application after the day he or she becomes atement in the notice.
of your Reg	2) I am notifying you that no rent has be ur lease. The last rent was paid on Use and the last rent was paid on Use Per month Per week Other ardless of which situation applies, pleased properly, the services offered by "No" box is checked off, the following compared to the last property of the services offered by the last place of the last property.	Month Ye ease indicate if: the lessor and the	in the	e amount of \$  f your lease are the same		
		1 1	1 1			
Sign	ture of the cooperative mandatary	Day Month	Year			
Sign	sture of lessee (or his or her mandatary)	Day Month	Year	Signature of lessee (or his or her	mandatary)	Day Month Year
Н	SIGNATURES					
Sign	ture of the cooperative mandatary	Day Month	Year			
_						
	ture of lessee (or his or her mandatary) lessees undertake to be solidarily liable	Day Month for the lease (par	Year ticulars Nos.	Signature of lessee (or his or her		Day Month Year
Any	other person who signs the lease mu icular 12)				Initials of lessee	Initials of lessee see, surety).
Name	(WRITE LEGIBLY)	Signature			Capacity	
Addre	ss of signatory					Day Month Year
Name	(WRITE LEGIBLY)	Signature			Capacity	
Addre	is of signatory					Day Month Year
	The cooperative must give th			vithin 10 days after ente	ring into the leas	e (art. 1895 C.C.Q.).
I A le	NOTICE OF FAMILY RESIDENCE see who is married or in a civil union	4 20 44	1 20	nsent of his or her spouse	, sublease his or h	ner dwelling, assign the lease or
	inate the lease where the cooperative h	as been notified, b	y either of the	e spouses, that the dwelling	ng leased is used	as the family residence.
	ce to cooperative eby declare that I am married to or in a	civil union with				
	eby notify you that the dwelling covered		Name of spouse be used as the	e family residence.		
	ure of lessee or lessee's spouse	Day	Month	Year		
, .	If the lease includes services in addition			ncluding services o <u>f perso</u>	nal nature, co <u>mple</u>	ete Schedule 6 to the lease :
				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 ential points of the law concerning leases, 1851 to 1978 of the Civil Code of Qué (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)

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 impose mole directors continuous or unit person in or me 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 administratiff 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 entities 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

#### Charter of human rights and freedoms

Charter or numan rights and treedoms. 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 enjoyed that every person has a right to the peaceful enjoyed and free disposition of his or her property, except to the extent evident by lives and the person of the peaceful enjoyed. the extent provided by law, and that a person's home

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 jeune

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

The cooperative shall comply with the prescriptions of

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

Specific rules which are not mentioned in these Specific rules, which are not mentioned in triese 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

 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

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.O.):
- a clause that modifies the rights of the lessee by reason of an increase in the number of occupan unless the size of the dwelling warrants it (art. 1900
- a clause providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906)
- a clause in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than during each 12-month period (art. 1906
- 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.).
- A. 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 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 sub-leased the dwelling for more than 12 months and where the lessee lived alone and has died (art. 1944

 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 ssees (art. 1951 C.C.Q.).

#### New Jessor

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 A person with was inving with 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 ein o death, the individual of in the succession of, in 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 of

the heir and the cooperative so agree or when the dwelling is re-leased by the cooperative during that same period.

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 onli 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

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

#### LIABILITY OF SPOUSES AND CO-LESSEES

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

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

#### Liability of co-lessees and surety

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

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

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

Suretyship securing the performance of the obligations of the lesse 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 peaceable enjoyment of the leased property throughout the term of the lease (art. 1854 1st par
- 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
- 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 serious danger to the health or safety of its occupants or the public. The lessee may refuse to take possession of such adwelling. In such case, the lease is resiliated automatically (arts. 1913 and 1914 CCCO).

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 lesses 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 lesses may do so not yif the or she has informed or attempted to into the coperative of the situation and if the latter has not acted in due ourse.

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

#### Major non-urgent work

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

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

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 vacate the premises. If the lessee refuses to vacate after such exists of explicit with the vacate of the state of the vacate of th

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 administration diagrament 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. I 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
- 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 (art. 1683, 1902, 1931 to 1933 C.O.Q. and s. 49 of the Charter).

33. No look or other device restricting access to a deselling area. We installed reserved.

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) of by the lesses (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. 1996 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 lesses

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

36. A lessee wito 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,

 were new return to une interesse requester, 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 filled, 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 upon any other modification of the lease (see Table B). If the cooperative does not file such application, the lesse 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 adiustment 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.O.)

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

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

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

49. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the

sublessee is not required to vacate the dwelling provided that he or she has not received notice of 10 days to that effect from the sublessor or, falling 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

- · he or she is allocated a dwelling in low-rental
- he of she is anocateo a owening in row-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 cate 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 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

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 ermination of the lease; no grace period is provided

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.).

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	
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	and 2 months before termination of the lease Within 1 month after rece	
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	The lessee is a member of the cooperative A member of the cooperative shall reply within 1 month after receiving the notice of modification. A member who refuses the requested modification of the lease shall vacate the dwelling upon	The lessee is a member of the
Lease of less than 12 months	Between 1 and 2 months before termination of the lease		cooperative  If the lease of the member mentions the restrictions on the right to have the re
Lease with an indeterminate term	Between 1 and 2 months before proposed modification		fixed and the lease modified (section F), the cooperative may not apply to the Tribunal administratif du logement. If no
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	termination of the lease. See Section F and particular No. 41. If the member fails to reply, he or she is deemed to have accepted the modification.  The lessee is not a member of the cooperative  The lessee shall reply within 4 month after receiving the notice of modification. If the lessee fails to reply, he or she is deemed to have accepted the request modification. See restrictions in Section F and particular No. 41.	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.  The lessee is not a member of the cooperative  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

n automated information service	: 1 800 683-BAIL* e is available around the clock.		
	TRIBUNAL ADMINISTRATIF DU L		<u>'</u>
BETWEEN THE	LESSOR (WRITE LEGIBLY)	AND THE LESSEE (WRIT	TE LEGIBLY)
e		Name	
Street	Apt.	No. Street	Apt.
nicipality	Postal code	Municipality	Postal code
phone No.	Other Telephone No. (cell phone)	Telephone No.	Other Telephone No. (cell phone)
il address		Email address	
re applicable, represented by :		Where applicable, represented by :	
ne		Name	
Street	Apt	No Street	Apt.
nicipality	Postal code	Municipality	Postal code
ephone No.	Other Telephone No. (cell phone)	Telephone No.	Other Telephone No. (cell phone)
ail address		Email address	
ere applicable, represented by		Where applicable, represented by :	
dress	Street		Apt.
No	Street	Postal code	Apt.  Number of rooms
No nicipality e dwelling is leased for	or residential purposes only.   Yes	No	
No nicipality e dwelling is leased for		No d purposes of housing and	
No nicipality e dwelling is leased fo he "No" box is checke	or residential purposes only.   Yes	No ed purposes of housing and Specify (e.s	Number of rooms  g. professional activities, commercial activities)
No incipality e dwelling is leased for he "No" box is checket to more than one-thi	r residential purposes only.	No d purposes of housing and Specify (e., t second purpose (art. 1892 C.C.Q.).	Number of rooms  g. professional activities, commercial activities)
No nicipality e dwelling is leased fo he "No" box is checke t no more than one-thi e dwelling is located in Outdoor parking	or residential purposes only.	No d purposes of housing and t second purpose (art. 1892 C.C.Q.).  S □ No Parking space(€	Number of rooms  g. professional activities, commercial activities)
No nicipality te dwelling is leased for the "No" box is checke t no more than one-thi te dwelling is located in Outdoor parking Indoor parking	or residential purposes only.	No d purposes of housing and Specify (e.g t second purpose (art. 1892 C.C.Q.). ss □ No	Number of rooms  g. professional activities, commercial activities)
No nicipality e dwelling is leased for he "No" box is checke t no more than one-thi e dwelling is located in Outdoor parking Indoor parking Locker or storage spa	or residential purposes only.	No d purposes of housing and t second purpose (art. 1892 C.C.Q.).  S □ No Parking space(€	Number of rooms  g. professional activities, commercial activities)
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No nicipality e dwelling is leased for he "No" box is checke t no more than one-thi e dwelling is located in Outdoor parking Indoor parking Locker or storage spa her accessories and urniture is leased and optiances	or residential purposes only.	No d purposes of housing and  specify (e. t second purpose (art. 1892 C.C.Q.). ss □ No □ Parking space(s □ Parking space(s □ Chest(s) of drawers Number	Number of rooms  g. professional activities, commercial activities)  S)  Other
No  nicipality  e dwelling is leased for the "No" box is checked to more than one-thing a located in Outdoor parking Indoor parking Locker or storage spather accessories and rmiture is leased and upliances  Stove	or residential purposes only.	No d purposes of housing and specify (e.g. t second purpose (art. 1892 C.C.Q.). ss	Number of rooms  g. professional activities, commercial activities)  s)
No  acipality e dwelling is leased for he "No" box is checke t no more than one-thi e dwelling is located in Outdoor parking Indoor parking Locker or storage spa her accessories and miture is leased and pliances Stove	or residential purposes only.	No d purposes of housing and t second purpose (art. 1892 C.C.Q.). ss □ No Parking space(s Parking space(s) □ Chest(s) of drawers □ Couch(es)	Number of rooms  g. professional activities, commercial activities)  S)  Other
No e dwelling is leased fo he "No" box is checke t no more than one-thi e dwelling is located in Outdoor parking Indoor parking Locker or storage spa her accessories and imiture is leased and opliances Stove Microwave oven	or residential purposes only.	No d purposes of housing and specify (e.g. t second purpose (art. 1892 C.C.Q.). ss	Number of rooms  g. professional activities, commercial activities)  S)  Other
No  paipality  dwelling is leased for e "No" box is checke no more than one-thi dwelling is located in Dutdoor parking ndoor parking cocker or storage spa eer accessories and niture is leased and obliances Stove Microwave oven Dishwasher	residential purposes only.	No d purposes of housing and specify (e. t second purpose (art. 1892 C.C.Q.). ss \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Number of rooms  g. professional activities, commercial activities)  S)  Other
nicipality ne dwelling is leased for the "No" box is checke to no more than one-thi ne dwelling is located in Outdoor parking I Indoor parking Locker or storage spa ther accessories and	or residential purposes only.	No d purposes of housing and specify (e. t second purpose (art. 1892 C.C.Q.). ss \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Number of rooms  g. professional activities, commercial activities)  S)  Other
No  acipality e dwelling is leased for the "No" box is checked to more than one-thing the dwelling is located in Outdoor parking Indoor parking Locker or storage spather accessories and miture is leased and pliances Stove Microwave oven Dishwasher Refrigerator  The lessor and	residential purposes only.	No d purposes of housing and t second purpose (art. 1892 C.C.Q.).  It second purpose (art. 1892 C.C.Q.).  Parking space(s Parking space(s Parking space(s) Number Armchair(s) Bed(s) Number Size	Number of rooms  g: professional activities, commercial activities)  s)  Other  Other  s, to comply with the regulations

Tribunal administratif du logement May not be reproduced 1 of 8 Initials of lessor Initials of lessee

C TERM OF LEASE (art. 1851 C.C.Q.)					
FIXED TERM LEASE	INDETERMINATE 1	TERM LEAS	E		
The term of the lease is	. The term of the lease				
Specify number of weeks, months or years	beginning on		1 1		
From Day Month Year to Day Month Year	Day	Month	Year		
Neither the lessor nor the lessee may terminate the lease unilaterally, excelled However, they may terminate the lease by mutual consent.	pt in the cases provided for	r by law (parti	culars Nos. 5, 9	9, 23, 24, 45 a	and 510).
D RENT (arts. 1855, 1903 and 1904 C.C.Q.)					
The rent is \$ Per month $\square$ Per	er week		ent is payable in e		
	er week	be less.	s rent, except for	the last instair	nent, wnich may
The total rent is \$ Per month		only one ad	h a term of more justment of the rei nent may be ma C.C.Q.)	nt during each	12-month period.
The lessee is a beneficiary of a rent subsidy program. $\ \square$ Yes $\ \square$ No		from the le	may not exact	it for the keys	i).
Specify DATE OF PAYMENT		entering in payment for	f rent for the first to the lease, the or the rent for or	e lessor may a nly the <b>first p</b>	require advance payment period
FIRST PAYMENT PERIOD		may not ex	st month, the first ceed one month's	rent.	
The rent will be paid on  Day Month Year		payable on	f rent for the othe	ach payment pe	iods: The rent is eriod (e.g. month,
■ OTHER PAYMENT PERIODS  The rent will be paid on the 1st day □ Of the month □ Of the w	eek	Method of	ss otherwise agre payment : The les	ssor may not i	equire payment
Or on		by means instrument,	of a postdated c unless otherwise	heque or any agreed.	other postdated
Specify METHOD OF PAYMENT		Proof of pa payment o C.C.Q.).	yment: The lesse f his or her rent	ee is entitled to in cash (arts	a receipt for the . 1564 et 1568
The rent is payable in accordance with the following method of paymen	t:			at to a call	at the ferrols
$\square$ Cash $\square$ Cheque $\square$ Electronic bank transfer $\square$ Other			nayment: The re nless otherwise ac		
The lessee agrees to give the lessor postdated cheques for the term of Yes No Initials of lessee Initials of lessee	the lease.				
PLACE OF PAYMENT					
The rent is payable at	f annicable)				
	f applicable)				
The rent is payable at	f applicable)		the immovable : 1		
The rent is payable at		immovable to the enjoy	are established b ment, use and m	by by-laws. The	by-laws pertain
The rent is payable at		immovable to the enjoy of the comr If such by- to the lesse	are established by ment, use and mon premises. laws exist, the le e before entering	by by-laws. The laintenance of essor must give into to lease so	by-laws pertain the dwelling and a copy of them
The rent is payable at  Place of payment (specify if the payment is made by mail, i  E SERVICES AND CONDITIONS  BY-LAWS OF THE IMMOVABLE  A copy of the by-laws of the immovable was given to the lessee before entering Given on Day Month Year Initiats of lessee  DIVIDED CO-OWNERSHIP		immovable to the enjoy of the comm If such by- to the lesse form part of If the dwelli	are established byment, use and mon premises.  laws exist, the lee before entering the lease (art. 18 ng is located in ar	by by-laws. The laintenance of lessor must give into to lease so 194 C.C.Q.).	e by-laws pertain the dwelling and e a copy of them that the by-laws
The rent is payable at  Place of payment (specify if the payment is made by mail, i  E SERVICES AND CONDITIONS  BY-LAWS OF THE IMMOVABLE  A copy of the by-laws of the immovable was given to the lessee before entering Given on Day Month Year Initials of lessee Initials of lessee  DIVIDED CO-OWNERSHIP  A copy of the by-laws of the immovable was given to the lessee.  Given on Service of the property of the immovable was given to the lessee.		immovable to the enjoy of the com  If such by- to the lesse form part or  If the dwelli ownership has been gi	are established by ment, use and monon premises.   laws exist, the le e e before entering if the lease (art. 18 ng is located in art, the by-laws will a ven to the lessee lease)	by by-laws. The saintenance of easor must give into to lease so the saintenance of the sa	e by-laws pertain the dwelling and e a copy of them that the by-laws ander divided co- is a copy of them
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CONDITIONS	
The lessee is allowed to <b>smoke</b> . $\square$ Yes $\square$ No	
The lessee has a right of access to the land.	
The lessee has a right to keep one or more <b>animals</b> .   Yes   No  Specify	<del></del>
OTHER SERVICES, CONDITIONS AND RESTRICTIONS (e.g. antenna, barbecue, air conditione	er, clothesline, painting, pool, laundry room)
F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEA	SE MODIFIED (11 4055 0.0.0.)
	If any of the true beauty associate in absolute off and
The lessor and the lessee may not apply to the Tribunal administratif du logement for fixing of the rent or for the modification of another condition of the lease if one of the follo situations applies:	if the five-year period has not yet expired, the lessee who refuses a modification in his or her lease requested by the lessor, such as an increase in the
☐ The dwelling is located in an immovable erected five years ago or less.	rent, must vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).
The immovable became ready for habitation on Day Month Year	If none of the two boxes opposite is checked off
OR	and if the lessee refuses a modification in his or her lease requested by the lessor and wishes to continue
The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.	to live in the dwelling, the lease is then renewed. The
The immovable became ready for habitation on Day Month Year	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).
However, the tribunal may rule on any other application concerning the lease (e.g. decrease in	
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 except when one of the two boxes in Section F is checked off.	d into,  If situation (1) applies and if the new lessee or the sublessee pays a rent higher that that declared in the notice, he or she may, within 10 days after the date
Please select the situation that applies:	the lease is entered into, apply to the Tribunal
(1) I am notifying you that the lowest rent paid for your room in the twelve months prior beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that p was \$	period, If the lessor did not give such notice at the time the lease or sublease was entered into, the new lessee or
☐ Per month ☐ Per week ☐ Other	the sublease may, within two months after the beginning of the lease, apply to the Tribunal administratif du logement to have his or her rent fixed.
☐ (2) I am notifying you that no rent has been paid during the twelve months prior to the begi of your lease. The last rent was paid on ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	
□ Per month □ Per week □ Other	
Regardless of which situation applies, please indicate if:	
The leased property, the services offered by the lessor and the conditions of your lease are th same. $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	ne
If the "No" box is checked off, the following changes have been made (e.g. addition of services of a pers	sonal nature, personal assistance services and nursing care, parking, heating):
. 5 5	
	his or her mandatary)  Day Month Year
Signature of lessor (or his or her mandatary)  Day Month Year Signature of lessee (or h	
Signature of lessor (or his or her mandatary)  Day Month Year Signature of lessee (or h	
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Signature of lessor (or his or her mandatary)  Day Month Year Signature of lessee (or his or her mandatary)  Bignature of lessor (or his or her mandatary)  Day Month Year Signature of lessee (or his or her mandatary)  Day Month Year Signature of lessee (or his or her mandatary)  Day Month Year Signature of lessee (or his or her mandatary)  Day Month Year Signature of lessee (or his or her mandatary)  The lessees undertake to be solidarily liable for the lease (particulars Nos. 11 and 12).   Any other person who signs the lease must clearly indicate in what capacity he or she in (Particular 12)  Name (WRITE LEGIBLY)  Signature of lessee (or his or her mandatary)  Day Month Year Signature of lessee (or his or her mandatary)  Signature of lessee (or his or her mandatary)  Day Month Year Signature of lessee (or his or her mandatary)  Signature of lessee (or his o	his or her mandatary)  Day Month Year  Day Month Year  Day Month Year  Day Month Year  Tes No Initials of lessee Initials of lessee  is doing so (e.g. another lessee, surety).  Capacity

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

#### 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 These particulars describe most of the fights 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

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

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 leases. Some exceptions apply (arts. 1892 and 1892.1 C.C.Q.).

apply (arts. 1992 and 1992.1 U.C.U.). 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 everensed 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 rany indisperionalize of all congation 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

#### 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

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

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

#### 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

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

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

. 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 releasing the lessor from an obligation (art. 1900 C.C.Q.);
- a clause that renders the lessee liable for day
- a clause that renders the lessee habit 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
- 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)
- a clause limiting the right of the lessee to purchase a clause limiting in engine of the tessee to prictings properly or obtain services from such persons as the lessee chooses, and on such terms and conditions as he or she sees fit (art. 1900 C.C.Q.).
- The lessee may apply to the 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.).

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#### 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 at lessees (art. 1951 C.C.Q.). are not considered to be new

#### 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 nersonally informed where the lesses 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 (et 1009.0 CC). (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

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

Initials of lessor	Initials of Jassea

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 C )

#### 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 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 or, use or keep in the dwelling a substance that stitutes a risk of fire or explosion and that would lead to an increase in the insurance premiums of the lessor (art. 1919 C.C.Q.).
- 16. The occupants of a dwelling shall be of such a number as to allow each of them to live in normal conditions of comfort and sanitation (art. 1920 C.C.Q.)
- 17. The lessee and the persons he or she allows to use or to have access to the dwelling shall act in such a way as not to disturb the normal enjoyment of the other lessees (art. 1860 C.C.Q.).
- 18. During the term of the lease, the lessor and the lessee may not change the form or destination of the dwelling (art. 1856 C.C.Q.).

#### MAINTENANCE OF DWELLING AND REPAIRS

#### Obligation of maintenance

- 19. The lessor is bound to warrant the lessee that the the version is outlind 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 within a reasonable time (art. 1866 C.C.Q.).
- 22. The statutes and regulations respecting the safety, sanitation, maintenance or habitability of an immovable shall be considered as obligations under

#### the lease (art. 1912 C.C.Q.). Dwelling unfit for habitation

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

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

#### Urgent and necessary repairs

25. The lessee shall allow urgent and necessary 23. The lessee stall allow digital and flevessary 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

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 only if he or she has informed or attempted to in-form the lessor of the situation and if the latter has not acted in due course

The lessor may intervene at any time to pursue the

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

Major non-urgent work (arts. 1922 to 1929 C.C.Q.) 27. The lessor shall give notice to the lessee before undertaking in the dwelling major improvements or repairs that are not urgent. If it is necessary for the lessee to vacate the dwelling temporarily, the lessor shall offer him or her an indemnity equal to the reasonable expenses the lessee will have to incur during the work. Such indemnity is payable to the lessee on the date he or she vacates the dwelling.

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

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 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.).

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

Where the lessee denies access to the dwelling for a where the lesses defines access to the awelling 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 provincial, rederial, municipal or school election, and 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 ving 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

#### 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

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
- the new rent in dollars or the increase request-ed, the new rent in oblians or the increase requist-ted, 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 filled, the increase may be expressed as a percentage of the rent to be determined by the Tribunal administratif du leaguest.
- 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

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

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 requested modification(s) shall vacate the dwelli 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 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 Tribuna administratif du logement's website (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 42. The lessor has one muriu, area reply of a lessee who refuses the modifications, to apply to the Tribunal administratif du logement for the fine of the rent or for a ruling on any other apply to the imbound administration to depend on 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 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 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

If the immovable belongs to more than one per-son, the dwelling may generally be repossessed only if there is only one other co-owner and the two coowners 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 the lessor, his or her lather, 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-

Despite that, the lessor may repossess the land if the

- . the lessor is 70 years of age or over and wishes to
- · the beneficiary of the repossession is 70 years of
- . 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

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 (art. 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
- the lessee's income is equal to or below the maximum threshold of income to be eligible for lowrental 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 SUBI FASING

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

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

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 writer 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

irsuant to article 1974.1 of the Civil Code of

· 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 Notices

- Article 1974 C.C.O.

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

The notice shall be sent with an attestation from the

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

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 name pariod. 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 what is, 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

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

52. The lessee shall vacate the dwelling upor termination of the lease; no grace period is provided

When vacating the dwelling, the lessee shall remo 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

54. Upon termination of the lease, the lessee shall or she has made. If 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

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

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

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

TABLE B	Step 1 : Notice by lessor	Step 2 : Lessee's reply	Step 3 : Application to the Tribunal administratif du logement by lessor
Lease of 12 months or more	Between 3 and 6 months before termination of the lease		
Lease of less than 12 months	Between 1 and 2 months before termination of the lease	Within 1 month after receiving the notice of modification.  If the lessee fails to reply, he or	Within 1 month after receiving the lessee's refusal. Otherwise, the lease is renewed of
Lease with an indeterminate term	Between 1 and 2 months before proposed modification	she is deemed to have accepted the modification.	right on the same conditions.
Lease of a room	Between 10 and 20 days before the termination of a fixed term lease or before the proposed modification if the	See particula	ar No. 41 : Exception
	lease has an indeterminate term	Эее ранисии	ar no. 11 . 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.  Within 1 month after the refusal or the expiry of the period granted to the lessee 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		

# 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.O.)

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 C	F NOTICE
NOTIC	CE OF REN	T INCREASE	AND MODIFICATION OF ANOTHER CO	IDITION OF THE LEASE
TI	his notice is	given in acco	ordance with articles 1942 and 1943 of the <i>Civ</i> essor should always keep a copy of the notice	il Code of Québec. It must be sent to each of the lessees individually. The and proof that the served notice was received.
Notice	e to :			
Lessee n	name			
Lessee n	name			
Address	of leased dwelling	ng		
Upon	renewal of	your lease,	I intend to modify the following condition	(s):
Amou	nt of rent (	check off ONE	of the boxes below)	
	ir current ren OR	t of \$	will be increased to \$	. (Enter the new rent)
	ir current ren OR	t of \$	will be increased by \$	\$. (Enter the amount of increase)
☐ You	ir current ren	t of \$	will be increased by	%. (Enter the percentage increase)
	OR ır rent under	the lease endir	ng on	currently the subject of an application to review or fix the rent,
will be i	increased by		Year Month Day  % of the rent to be determined by the	
	of lease		<i>,</i>	
		enewed from		
Tour le	ase will be re	enewed from	Year Month Day Year	Month Day
Other	modification	on(s) (state the	proposed modifications, e.g. : garage, heating)	
				end of the lease, YOU MUST RESPOND to this notice ONE MONTH of its receipt.
			ed under the new conditions.	le en the Tribunal's wahaite (www.tel.gov.v.go.co/cn), from your legal Tribunal offic
or by m		ite provided by	the mountai auministratii uu logement is avallat	le on the Tribunal's website (www.tal.gouv.qc.ca/en) , from your local Tribunal offic
Lessor or	r mandatary nam	10	Address	
Telephon	ne number		Lessor or mandatary signature	Year Month Day
_		ceipt, if the le	ssee is served the notice in person	•
I confi	rm that I rec	eived this not	ice on :	
Year	Month	Day	Lessee name – please print	Lessee signature
Veer	Month	Davi	Lessee name – please print	Lesses signature
Teal	Monun	Day		A NOTICE MODEL
LESSI	EE'S RESP	ONSE TO A	NOTICE OF RENT INCREASE AND MODI	FICATION OF ANOTHER CONDITION OF THE LEASE
This	notice is gi	iven in accord	ance with article 1945 of the Civil Code of Qu	ébec. It must be sent to the lessor(s). The lessee should always keep a copy
			of the notice and proof that ti	ne served notice was received.
Notice	e to :			
Lessor n	ame			
Lessorn	ame			
Address	of leased dwelling	na		
		our notice of	rent increase and modification of anothe	r condition of the lease, I hereby inform you that (check off ONE of the boxe
below)				
			se with the modifications.	
			tions and am renewing the lease. and I will vacate the dwelling at the end of the lea	200
			=	ise. Elessee is a member, or in a building that was erected or underwent a chang
of dest	tination five	years ago or rts. 1945 and	less, and if the lessee refuses one or more m	odifications, the lessee must move upon termination of the lease (see Sectio
Year	Month	Day	Lessee name – please print	Lessee signature
Vage		1 1	• •	•
rear	Morth	Dev	Leanne name plance print	Leanne elementure
	Month	Day	Lessee name – please print	Lessee signature
	rmation of	,	e lessor is served the notice in person	Lessee signature
	rmation of m that I recei	receipt, if the	e lessor is served the notice in person on :	
	rmation of	receipt, if the	e lessor is served the notice in person	Lessor signature  Lessor signature  Lessor signature