

Gouvernement du Québec

O.C. 1453-2025, 3 December 2025

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

WHEREAS, under subparagraph 5 of the first paragraph of section 108 of the Act respecting the Administrative Housing Tribunal (chapter T-15.01), the Government may make regulations making the inclusion of certain particulars mandatory in a lease, writing or notice referred to in articles 1895 and 1896 of the Civil Code, and in the case of the lease or writing referred to in the first paragraph of article 1895 of the Civil Code, prescribing the mandatory use of the lease form from the Administrative Housing Tribunal or of the writing produced by the Tribunal, and fixing the sales price thereof;

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

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), a draft Regulation to amend the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee was published in Part 2 of the *Gazette officielle du Québec* of 3 September 2025 with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, on the recommendation of the Minister Responsible for Housing:

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

DAVID BAHAN
Clerk of the Conseil exécutif

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
(Civil Code, art. 1895, 1st par.).

1. The 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 paragraph 1 by the following:

“(1) in Schedule 1, in the case of a dwelling rented by a student in an educational institution or an owner who has obtained, for the immovable in which the dwelling is situated, the recognition provided for in article 1979 of the Civil Code;”.

2. Section 5 is amended by replacing “\$1.99” by “\$2.99”.

3. Schedules 1 to 5 and 7 are replaced by Schedules 1 to 5 and 7 to this Regulation.

4. Notwithstanding the foregoing, every form of the Administrative Housing Tribunal published before 1 January 2026 may be used for a period of one year from that date and is governed by the Regulation respecting mandatory lease forms and the particulars of a notice to a new lessee (chapter T-15.01, r. 3), as it read on 31 December 2025.

5. This Regulation comes into force on 1 January 2026.

SCHEDULE 1
(Article 3)

ADMINISTRATIVE HOUSING TRIBUNAL MANDATORY FORM FOR THE LEASE OF A DWELLING FROM AN EDUCATIONAL INSTITUTION OR A RECOGNIZED OWNER BY A PERSON PURSUING STUDIES

Tribunal administratif du logement Québec

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

*An automated information service is available 24/7

LEASE

of a Dwelling Intended for a Person Pursuing Studies

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

A	BETWEEN THE LESSOR (write legibly) (educational institution or recognized owner)	AND THE LESSEE (write legibly) (student)
	Name _____	Name _____
	No. Street Apt. _____	No. Street Apt. _____
	Municipality Postal code _____	Municipality Postal code _____
	Telephone No. Other telephone No. (cell phone) _____	Telephone No. Other telephone No. (cell phone) _____
	Email address _____	Email address _____
	Represented by _____	Where applicable, represented by _____
The names indicated in the lease must be those that the lessor and the student are legally authorized to use.		
B	DESCRIPTION AND DESTINATION OF LEASED ROOM, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)	
	Make the necessary adaptations if the leased property is a dwelling instead of a room.	
	Address _____	
	No. Street Apt. _____	Municipality Postal code Number of rooms _____
	Description _____	
	The room is leased for residential purposes only.	
	<input type="checkbox"/> Outdoor parking Location _____	
	<input type="checkbox"/> Indoor parking Location _____	
	Furniture is leased and included in the rent. <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Appliances	Furniture Other
	<input type="checkbox"/> Stove	<input type="checkbox"/> Table(s) Number _____ <input type="checkbox"/> Couch(es) Number _____ <input type="checkbox"/> Storage space(s)
	<input type="checkbox"/> Microwave oven	<input type="checkbox"/> Chair(s) Number _____ <input type="checkbox"/> Armchair(s) Number _____ <input type="checkbox"/> Other _____
	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Chest(s) of drawers Number _____ <input type="checkbox"/> Bed(s) Number Size _____
	<p>The lessor and the student undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of smoke detectors in the room and the immovable.</p> <p>Initials of lessor _____ Day Month Year Initials of student _____ Day Month Year</p>	
C	TERM OF LEASE (art. 1851 C.C.Q.)	
	TERM	
	The term of the lease is _____, from _____ to _____.	
	Specify number of weeks or months Day Month Year Day Month Year	

Tribunal administratif du logement

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Initials of lessor

Initials of lessee

D RENT (arts. 1855, 1903 and 1904 C.C.Q.)																															
The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total cost of services is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week	Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less. The lessor may not exact any other amount of money from the student (e.g. deposit for the keys). Payment of the rent for the first payment period: At the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent. Payment of rent for the other payment periods: The rent is payable of the first day of each payment period (e.g. month, week), unless otherwise agreed. Method of payment: The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed. Proof of payment: The student is entitled to a receipt for the payment of rent in cash (arts. 1564 and 1568 C.C.Q.).																														
DATE OF PAYMENT ■ FIRST PAYMENT PERIOD The rent will be paid on _____. Day Month Year ■ OTHER PAYMENT PERIODS The rent will be paid on the 1st day <input type="checkbox"/> of the month <input type="checkbox"/> of the week or on _____ Specify _____																															
METHOD OF PAYMENT The rent is payable in accordance with the following method of payment: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other (specify) _____ The student agrees to give the lessor postdated cheques for the term of the lease. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Initials of student _____																															
PLACE OF PAYMENT The rent is payable at _____ Place of payment (specify if the payment is made by mail, if applicable)																															
E SERVICES AND CONDITIONS																															
BY-LAWS OF THE IMMOVABLE A copy of the by-laws of the immovable was given to the student before entering into the lease. Given on _____ Day Month Year Initials of student _____																															
JANITORIAL SERVICES Specify _____ Contact information for the janitor or the person to contact if necessary: Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____																															
THE FOLLOWING SERVICES WILL BE PAID BY: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">Lessor</th> <th style="width: 10%; text-align: center;">Student</th> </tr> </thead> <tbody> <tr> <td>Heating of room</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil</td> <td></td> <td></td> </tr> <tr> <td>Electricity (other than for heating)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Hot water (use fees)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Laundry</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Wired Internet access</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Wireless Internet access</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Telephone</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Snow and ice removal</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>			Lessor	Student	Heating of room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil			Electricity (other than for heating)	<input type="checkbox"/>	<input type="checkbox"/>	Hot water (use fees)	<input type="checkbox"/>	<input type="checkbox"/>	Laundry	<input type="checkbox"/>	<input type="checkbox"/>	Wired Internet access	<input type="checkbox"/>	<input type="checkbox"/>	Wireless Internet access	<input type="checkbox"/>	<input type="checkbox"/>	Telephone	<input type="checkbox"/>	<input type="checkbox"/>	Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>
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Snow and ice removal	<input type="checkbox"/>	<input type="checkbox"/>																													
CONDITIONS The room is non-smoking . <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Specify _____ The student is allowed to keep one or more animals. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Specify _____																															
OTHER SERVICES AND CONDITIONS _____ _____ _____ _____																															

Tribunal administratif du logement

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Initials of lessor

Initials of lessee

F	RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)																		
<p>The lessor and the student may not apply to the Tribunal administratif du logement for the fixing of the rent or for the modification of another condition of the lease if one of the following situations applies:</p> <p><input type="checkbox"/> The room is located in an immovable erected five years ago or less.</p> <p>The immovable became ready for habitation on <table style="display: inline-table; border-collapse: collapse;"><tr><td style="border-bottom: 1px solid black; width: 20px;"></td><td style="border-bottom: 1px solid black; width: 20px;"></td><td style="border-bottom: 1px solid black; width: 20px;"></td></tr><tr><td style="font-size: 8px; text-align: center;">Day</td><td style="font-size: 8px; text-align: center;">Month</td><td style="font-size: 8px; text-align: center;">Year</td></tr></table>.</p> <p>OR</p> <p><input type="checkbox"/> The room is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.</p> <p>The immovable became ready for habitation on <table style="display: inline-table; border-collapse: collapse;"><tr><td style="border-bottom: 1px solid black; width: 20px;"></td><td style="border-bottom: 1px solid black; width: 20px;"></td><td style="border-bottom: 1px solid black; width: 20px;"></td></tr><tr><td style="font-size: 8px; text-align: center;">Day</td><td style="font-size: 8px; text-align: center;">Month</td><td style="font-size: 8px; text-align: center;">Year</td></tr></table>.</p> <p>Indicate the maximum rent that the lessor may impose on the student in the five years following the date on which the immovable is ready for its intended use: \$ _____.</p> <p>However, the Tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>					Day	Month	Year				Day	Month	Year						
Day	Month	Year																	
Day	Month	Year																	
<p style="font-size: 8px;">If one of the two boxes is checked off, the five-year period has not yet expired and, where required, the lessor has indicated the maximum rent that may be imposed, the student who refuses a lease modification requested by the lessor, such as an increase in rent, must vacate the room upon termination of the lease (particulars No. 42 and 44).</p> <p style="font-size: 8px;">If neither of the two boxes is checked off or if one box is checked off but the lessor omitted to indicate the maximum rent that may be imposed where so required, the lease is renewed for the lessee who refuses a lease modification requested by the lessor and wishes to continue to live in the room. 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. 44 and 45).</p> <p style="font-size: 8px;">These rules do not apply to a dwelling situated in a private seniors' residence (or in another lodging facility where services of a personal nature provided to the lessee are provided to a senior) that is the subject of a change of destination while remaining offered for dwelling purposes (particular No. 4.1).</p>																			
G	NOTICE TO A NEW STUDENT (arts. 1896, 1950 and 1955.1 C.C.Q.)																		
<p>Mandatory notice to be given by the lessor at the time the lease is entered into, except if one of the restrictions on the right to have the rent fixed and the lease modified applies (Section F).</p> <p>Select the situation that applies:</p> <p><input type="checkbox"/> (1) I hereby notify you that the lowest rent paid for your room in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____</p> <p>OR</p> <p><input type="checkbox"/> (2) I hereby notify you that no rent has been paid for your room during the twelve months prior to the beginning of your lease. The last rent was paid on <table style="display: inline-table; border-collapse: collapse;"><tr><td style="border-bottom: 1px solid black; width: 20px;"></td><td style="border-bottom: 1px solid black; width: 20px;"></td><td style="border-bottom: 1px solid black; width: 20px;"></td></tr><tr><td style="font-size: 8px; text-align: center;">Day</td><td style="font-size: 8px; text-align: center;">Month</td><td style="font-size: 8px; text-align: center;">Year</td></tr></table> in the amount of \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____</p> <p>OR</p> <p><input type="checkbox"/> (3) The room was situated in a private seniors' residence (or in another lodging facility providing services of a personal nature to the lessee) and was the subject of a change of destination while remaining offered for dwelling purposes.</p> <p style="margin-left: 20px;">The amount of rent charged under the previous lease was: \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____</p>					Day	Month	Year												
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<p>If situation (1) applies and if the new student pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease is entered into, apply to the Tribunal administratif du logement to have the rent fixed.</p> <p>If the lessor did not give such notice at the time the lease was entered into, the new student may, within two months after the beginning of the lease, apply to the Tribunal administratif du logement to have the rent fixed.</p> <p>The new student may also make such application within two months after the day he or she becomes aware of a false statement in the notice.</p> <p>Where situation (1) or (2) applies, if the lessor makes a misrepresentation or knowingly fails to give notice, the student may demand that the lessor be condemned to pay punitive damages.</p> <p>If situation (3) applies, the rent stipulated in the first lease entered into following the change must correspond to the rent that was charged under the previous lease, less the part of the rent relating to the cost of the services, including services of a personal nature provided to the lessee, accessories, dependencies and other benefits that will no longer be provided under the new lease. A new lessee who considers that the rent charged does not comply with the above may, within one month after entering into the lease, file an application to have the rent fixed by the Tribunal.</p>																			
<p>If situation (1) or (3) applies the leased property, the services offered by the lessor and the conditions of the lease are the same. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the "No" box is checked off, indicate the modifications made (withdrawal of a service and/or addition of a service) and specify the cost of each added or withdrawn service if applicable: _____ _____</p>																			
<p>Signature of the lessor _____ <table style="display: inline-table; border-collapse: collapse;"><tr><td style="border-bottom: 1px solid black; width: 20px;"></td><td style="border-bottom: 1px solid black; width: 20px;"></td><td style="border-bottom: 1px solid black; width: 20px;"></td></tr><tr><td style="font-size: 8px; text-align: center;">Day</td><td style="font-size: 8px; text-align: center;">Month</td><td style="font-size: 8px; text-align: center;">Year</td></tr></table> Signature of student _____ <table style="display: inline-table; border-collapse: collapse;"><tr><td style="border-bottom: 1px solid black; width: 20px;"></td><td style="border-bottom: 1px solid black; width: 20px;"></td><td style="border-bottom: 1px solid black; width: 20px;"></td></tr><tr><td style="font-size: 8px; text-align: center;">Day</td><td style="font-size: 8px; text-align: center;">Month</td><td style="font-size: 8px; text-align: center;">Year</td></tr></table></p>					Day	Month	Year				Day	Month	Year						
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<p style="text-align: center; font-size: 8px;">The lessor must give the student a copy of the lease within 10 days after entering into the lease (art. 1895 C.C.Q.).</p>																			
Tribunal administratif du logement	Reproduction prohibited																		
Initials of lessor	Initials of lessee																		

PARTICULARS

In the case of differences between this document and the laws that apply to dwellings, the laws take priority. The term "lessor" refers to both the educational institution and the recognized owner. However, where the terms "educational institution" or "recognized owner" are used, they refer to the rights and obligations specific to such lessors.

GENERAL INFORMATION

These particulars describe most of the rights and obligations of lessors (educational institutions or recognized owners) and student-lessees. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978.4 of the *Civil Code of Québec* (C.C.Q.), and the specific rules pertaining to leases of dwellings intended for persons pursuing studies contained in articles 1979 to 1983.1.

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

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

Except if the size of the room justifies it, 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. 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 Administrative Housing Tribunal* (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 lessor is a public body, it shall comply with the prescriptions of the *Act respecting Access to documents held by public bodies and the Protection of personal information*. Otherwise, it shall comply with the prescriptions of the *Act respecting the Protection of personal information in the private sector*.

ENTERING INTO THE LEASE

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

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

Clauses of the lease

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

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

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1854 2nd par., 1856 to 1858, 1860 to 1863, 1865, 1866, 1868 to 1872, 1875, 1876, 1883 and 1892 to 2000 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 1983.1 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 lessor 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.).

Change of destination of a dwelling where services of a personal nature are provided to seniors

4.1 Where a dwelling situated in a private seniors' residence (or in another lodging facility where services of a personal nature are provided to seniors) is the subject of a change of destination while remaining offered for dwelling purposes, the rent stipulated in the first lease entered into following the change must correspond to the rent that was charged under the previous lease, less the part of the rent relating to the cost of the services, including services of a personal nature, accessories, dependencies and other benefits that will no longer be provided under the new lease. The lessor may nevertheless adjust the rent according to the criteria prescribed by the regulations concerning the fixing of rent.

The lessor must, upon entering into the first lease following the change of destination, give the new lessee a notice indicating the rent charged under the previous lease and the services, accessories, dependencies and other benefits provided under the previous lease that will no longer be provided, as well as the cost of each of them.

A new lessee who considers that the rent charged is not in compliance may, within one month after entering into the lease, file an application to have the rent fixed by the court. Such an application must be filed within two months after the beginning of

the lease if the lessee did not receive the notice. If the lessor gave a notice containing a misrepresentation, the lessee must file the application within two months after becoming aware of that fact (art. 1955.1 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 who leases a room in an educational institution ends his or her studies or ceases to be enrolled in the educational institution (art. 1983 C.C.Q.).

6. **Educational institution:** 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.

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.

Recognized owner: A student who leases a room situated in an immovable for which the owner is recognized in accordance with a government regulation is entitled to maintain occupancy for any period during which he or she is enrolled in an educational institution as a full-time student. The government regulation establishes the terms and criteria for obtaining such a recognition and the authority in charge of granting it (art. 1979 C.C.Q.).

7. A student who wishes to avail himself or herself of the right to maintain occupancy shall give one month's notice before the expiry of the lease in the case of a room leased from an educational institution, and three months, but not more than six months, before the expiry of the lease in the case of a room situated in an immovable for which the owner is recognized.

The educational institution or the recognized owner may, however, for serious reasons, relocate the student in a room of the same type as that which the student occupies, situated in the same neighbourhood and at equivalent rent. (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 who leases a room from an educational institution 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 or the recognized owner may resiliate the 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.).

10.1 A student who leases a dwelling for which the lease was entered into before the owner obtained a recognition continues to benefit from the right to maintain occupancy, whether or not the student is pursuing studies (art. 1983.1 C.C.Q.).

11. Where a student who leases a room from an educational institution 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, because of spousal violence, sexual violence or violence towards a child living in the room covered by the lease, the safety of the student or of the child is threatened.

Notice

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 two-month or one-month period expires if the parties so agree or when the dwelling, having been vacated by the student, is re-leased by the lessor 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 student's affidavit that there exists a situation involving violence and other factual elements or documents supporting the student'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 student. The public servant or public officer must act promptly.

Services

If the lease includes services of a personal nature provided to the student, he or she is bound to pay only for the services supplied before vacating the room, whether or not they were provided under a contract separate from the lease.

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 lessor to apply to the Tribunal for an order forcing the student to pay it. If the student is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the student.

Frequent late payment of the rent may also warrant the resiliation of the lease if the lessor 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 lessor shall deliver it in a good state of repair in all respects. However, the lessor and the student may decide otherwise and agree on the work to be done and on a timeframe for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).

However, the lessor 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. A lessor 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 lessor 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 lessor, 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 lessor (art. 1919 C.C.Q.).

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

22. During the term of the lease, the lessor 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 lessor 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 lessor 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 lessor 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 lessor 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 lessor 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 lessor of the situation and if the latter has not acted in due course.

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

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

Major non-urgent work

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

30. The lessor 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 lessor shall offer him or her an indemnity equal to the reasonable expenses the student will have to incur during the work. Such indemnity is payable to the student on the date he or she vacates the room.

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

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

If the student fails to reply within 10 days after receiving the notice requiring him or her to vacate the room temporarily, the student is deemed to have refused to vacate the premises. If the student refuses to vacate or fails to reply, the 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 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 lessor 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 lessor shall not abuse its rights and shall exercise them in a reasonable manner with due respect for privacy (arts. 3, 6, 7, 1375 and 1857 C.C.Q.).

32. The lessor 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 lessor 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 lessor to show the room to prospective lessees during the month preceding the end of the lease. Visits shall take place between 9 a.m. and 9 p.m. The student shall also allow the lessor 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 lessor 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 lessor may file an application with the Tribunal administratif du logement to obtain an order for access.

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

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

37. 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 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 lessor (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 lessor for the purpose of having access to the room may be given orally.

39. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the recipient is not prejudiced by non-compliance with these requirements.

<p>RENEWAL AND MODIFICATION OF LEASE</p> <p>Renewal of lease</p> <p>40. The lease for a room in an educational institution or with a recognized owner is not renewed if right, unlike leases for other kinds of dwellings.</p> <p>41. A student who wishes to avail himself or herself of the right to maintain occupancy shall give a notice that he or she intends to renew it.</p> <p>The notice must be given one month before the expiry of the lease in the case of a dwelling leased from an educational institution, and three months, but not more than six months, before the expiry of the lease in the case of a dwelling situated in an immovable for which the owner is recognized.</p> <p>In such case, the educational institution or the recognized owner may, however, 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.</p> <p>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.).</p>	<p>Reply to a notice of modification (arts. 1945 and 1980 C.C.Q.)</p> <p>44. A student who receives a notice of modification of the lease has one month after receiving the notice from the lessor to reply and notify the lessor that he or she:</p> <ul style="list-style-type: none"> • accepts the lease renewal with its modifications; • refuses the requested modifications and will renew the lease; • will not renew the lease and will vacate the room at the end of the lease. <p>If the student fails to reply, this means that he or she accepts the modification(s) requested by the lessor.</p> <p>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.</p> <p>Exception: Where one of the restrictions on the right to have the rent fixed and the lease modified applies (Section F), the student who refuses the requested modification(s) shall vacate the room permanently upon termination of the lease.</p>	<p>A student who so subleases a room may not exact, in addition to the cost of the services offered and reasonable expenses for the use of movable property owned by the student, an amount exceeding the rent the student pays to the lessor (art. 1978.4 C.C.Q.).</p> <p>48.2 The student 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 and, in the case of an assignment, shall also indicate the fixed date of assignment (arts. 1870 and 1978.1 C.C.Q.).</p> <p>If the lessor refuses, he or she shall inform the student 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.).</p> <p>48.3 The lessor may refuse to consent to the assignment of the lease for a reason other than a serious reason. In such a case, the lease is resiliated on the date of assignment indicated in the notice sent by the lessee.</p> <p>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.).</p> <p>50. The sublease terminates not later than the date on which the lease of the lessee terminates. However, the sublessee is not required to vacate the dwelling before receiving notice of 10 days to that effect from the sublessor or, failing him or her, from the lessor (art. 1940 C.C.Q.).</p>
<p>Modification of lease (art. 1942 C.C.Q.)</p> <p>42. At the renewal of the lease, the lessor 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:</p> <ul style="list-style-type: none"> • in the case of a room: <ul style="list-style-type: none"> - between 10 and 20 days before the lease expires, regardless of its duration; • in the case of a dwelling: <ul style="list-style-type: none"> - 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. <p>43. The lessor shall, in the notice of modification, indicate to the student:</p> <ul style="list-style-type: none"> • the modification(s) requested; • the new term of the lease if it wishes to change it; • the new rent 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.); • the response options of the lessee. <p>The notice of modification of the conditions of the lease must also reproduce the text in Schedule I to the Regulation respecting the mandatory content of a notice of modification of the lease of a dwelling (CQLR, c.T-15.01, r.1.1).</p>	<p>A copy of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and a copy of the lessee's reply to such a notice are found on the Tribunal administratif du logement website (www.tal.gouv.qc.ca).</p> <p>Fixing of conditions of the lease by the Tribunal administratif du logement</p> <p>45. The lessor has one month, after receiving the reply of a student who refuses the modifications, to apply to the Tribunal administratif du logement for the fixing of the rent or for a ruling on any other modification of the lease. If the lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).</p> <p>ASSIGNMENT AND SUBLEASING</p> <p>46. Where a lessee assigns his or her lease, the lessee abandons all of his or her rights and transfers all of his or her obligations in respect of the dwelling to a person called the "assignee"; as a result, the lessee is released from his or her obligations towards the lessor (art. 1873 C.C.Q.). A lessee who subleases all or part of his or her dwelling binds himself or herself towards the sublessee, but is not released from his or her obligations towards the lessor (art. 1870 C.C.Q.).</p> <p>Educational institution</p> <p>47. A student who leases a room in an educational institution may not sublease the room or assign the lease (art. 1981 C.C.Q.).</p> <p>Recognized owner</p> <p>48.1 A student who leases a room situated in an immovable for which the owner is recognized may, with the owner's consent, sublease or assign the lease. However, the latter may not refuse to give his or her consent without a serious reason to avoid the resiliation of the lease (arts. 1870 and 1871 C.C.Q.). A student who so assigns a lease may not exact consideration (art. 1978.3 C.C.Q.).</p>	<p>SURRENDER OF ROOM UPON TERMINATION OF THE LEASE</p> <p>51. The student shall vacate the room upon termination of the lease; no grace period is provided for by law.</p> <p>When vacating the room, the student shall remove any furniture or objects other than those belonging to the lessor (art. 1890 C.C.Q.).</p> <p>52. 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.</p> <p>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.).</p> <p>A student who leases a room situated in an immovable for which the owner is recognized may, with the owner's consent, sublease the room or assign the lease.</p> <p>A student who assigns his or her lease may not exact consideration (art. 1978.3 C.C.Q.).</p> <p>A student who subleases his or her dwelling may not exact, in addition to the cost of the services offered and reasonable expenses for the use of movable property owned by the student, an amount exceeding the rent the student pays to the lessor (art. 1978.4 C.C.Q.).</p> <p>A student who leases a dwelling situated in an immovable for which the owner is recognized may, with the owner's consent, sublease the room or assign the lease.</p>

END OF MANDATORY PARTICULARS

SCHEDULE 2
(Article 3)

**ADMINISTRATIVE HOUSING TRIBUNAL MANDATORY FORM FOR THE LEASE OF A DWELLING
IN LOW-RENTAL HOUSING**

Tribunal administratif du logement Québec

www.tal.gouv.qc.ca
 Montréal area: 514 873-BAIL*
 Elsewhere in Québec: 1 800 683-BAIL*
*An automated information service is available 24/7

LEASE

for a Dwelling
in Low-Rental Housing

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN (write legibly)

THE LESSOR

Name _____

No. Street Apt. Municipality Postal code _____

Telephone No. Other telephone No. (cell phone) Email address _____

Where applicable, represented by _____

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

B DESCRIPTION OF THE LEASED DWELLING (art. 1892 C.C.Q.)

Address No. Street Apt. _____

Municipality Postal code Number of rooms _____

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

The term of the lease is _____, from _____ to _____.

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

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

The rent is \$ _____ Per month Per week

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

The total rent is \$ _____ Per month Per week

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

DATE OF PAYMENT

▪ **FIRST PAYMENT PERIOD**
 The rent will be paid on _____.

▪ **OTHER PAYMENT PERIODS**
 The rent will be paid on the 1st day of the month of the week
 or on _____.

METHOD OF PAYMENT
 The rent is payable in accordance with the following method of payment:
 Cash Cheque Electronic bank transfer
 Other (specify): _____

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

PLACE OF PAYMENT
 The rent is payable at _____
 Place of payment (specify if the payment is made by mail, if applicable)

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

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

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

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

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

Proof of payment: The lessee is entitled to a receipt for the payment of 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.).

Tribunal administratif du logement
Reproduction prohibited

Initials of lessor
Initials of lessee
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, i.e. articles 1851 to 1978.4 of the *Civil Code of Québec* (C.C.Q.) and the specific rules pertaining to dwellings in low-rental housing contained in articles 1984 to 1995.

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

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

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

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

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

Charter of human rights and freedoms

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

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

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

Access to documents and protection of personal information

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 provided to the lessee, Schedule 6 to the lease, Services Offered to the Lessee by the Lessor, shall be completed.

ENTERING INTO THE LEASE

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

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

Clauses of the lease

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

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

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

For instance:

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

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

The following clauses are also without effect:

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

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

RIGHT TO MAINTAIN OCCUPANCY

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

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

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

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

one month after the notice is received. Otherwise, the lessee is deemed to have agreed to the resiliation (arts. 1991 and 1993 C.C.Q.).

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

New lessor

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

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

Death

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

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

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

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

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

DELIVERY OF DWELLING AT THE BEGINNING OF THE LEASE

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

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

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

RENT

Fixing of the rent

13. If the rent is not fixed in accordance with the regulations respecting the Société d'habitation du

Québec in regard to leasing conditions, the lessee may apply to the Tribunal administratif du logement for a review of the rent within two months after it is fixed (art. 1992 C.C.Q.).

Reduction of rent during the term of the lease

14. During the term of the lease, the lessor shall, at the request of a lessee who has suffered a reduction of income or a change in the composition of his or her household, reduce the lessee's rent in accordance with the regulations respecting the Société d'habitation du Québec. If the lessor refuses or neglects to do so, the lessee may apply to the Tribunal administratif du logement for the reduction. If the income of the lessee returns to or becomes greater than what it was, the former rent is re-established; the lessee may contest the re-establishment of the rent by applying to the Tribunal administratif du logement within one month after it is re-established (art. 1994 C.C.Q.).

Non-payment of rent

15. Non-payment of rent entitles the lessor to apply to the Tribunal for an order forcing the lessee to pay it. If the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee. Frequent late payment of the rent may also warrant the resiliation of the lease if the lessor suffers serious prejudice as a result (arts. 1863 and 1971 C.C.Q.).

LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil union

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

Liability of co-lessees

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

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

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

ENJOYMENT OF PREMISES

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

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

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

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

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

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

DWELLING MAINTENANCE AND REPAIRS

Obligation of maintenance

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

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

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

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

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

Urgent and necessary repairs

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

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

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

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

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

Major non-urgent work

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

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

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

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

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

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

ACCESS TO AND VISIT OF DWELLING

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICES

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

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

40. Where a notice does not conform to the prescribed requirements concerning the written form, the address or the language, it is valid only on the condition that the person who gave it proves that the recipient is not prejudiced by non-compliance with these requirements.

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

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

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

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

- of his or her intention to modify the rent (art. 1992 C.C.Q.);
- of the new term of the lease, if he or she wishes to modify it;
- of any other modification requested (arts. 1942 and 1993 C.C.Q.);
- of the response options of the lessee.

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.) and reproduce the text in Schedule I to the Regulation respecting the mandatory content of a notice of modification of the lease of a dwelling (QLR, c. T-15.01, r. 1.11).

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

Non-renewal of lease by the lessee

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

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

Contestation of a notice of modification

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

Fixing of the rent

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

Agreement on modifications

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

RESILIATION OF LEASE BY THE LESSEE

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

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

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

Pursuant to article 1974.1 of the *Civil Code of Québec*, a lessee may also resiliate his or her lease if, because of spousal violence, sexual violence or violence towards a child living in the dwelling covered by the lease, the safety of the lessee or of the child is threatened.

Notices

- Article 1974 C.C.Q.

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

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

In the case of a senior, the notice of resiliation shall also be sent with a **certificate from an authorized person** stating that the conditions requiring admission to the facility have been met. - Article 1974.1 C.C.Q.

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

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

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

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

ASSIGNMENT AND SUBLEASING

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

RELOCATION OF LESSEE

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

If the lessor refuses to re-enter the lessee’s name or enters it on the list for a category of dwelling other than that to which he or she is entitled, the lessee may apply to the Tribunal administratif du logement to contest the lessor’s decision within one month after receiving notice of the lessor’s refusal or the allocation of the dwelling (art. 1989 C.C.Q.).

52. If the lessee occupies a dwelling of a category other than that to which he or she is entitled, the lessor may, at any time, relocate him or her in a dwelling of the appropriate category or subcategory if the lessor gives the lessee three months’ notice.

The lessee may apply to the Tribunal administratif du logement for a review of the decision within one month after receiving the lessor’s notice (art. 1990 C.C.Q.).

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

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

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

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

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

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

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

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

END OF MANDATORY PARTICULARS

SCHEDULE 3
(Article 3)

ADMINISTRATIVE HOUSING TRIBUNAL MANDATORY FORM FOR THE LEASE OF LAND INTENDED FOR THE INSTALLATION OF A MOBILE HOME

**Tribunal administratif
du logement**
Québec

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

*An automated information service is available 24/7

LEASE

of Land Intended for
the Installation of a
Mobile Home

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN (write legibly)

THE LESSOR

Name _____

No. _____ Street _____ Apt. _____

Municipality _____ Postal code _____

Telephone No. _____ Other telephone No. (cell phone) _____

Email address _____

Where applicable, represented by _____

THE LESSEE

Name _____

No. _____ Street _____ Apt. _____

Municipality _____ Postal code _____

Telephone No. _____ Other telephone No. (cell phone) _____

Email address _____

Where applicable, represented by _____

THE LESSEE

Name _____

No. _____ Street _____ Apt. _____

Municipality _____ Postal code _____

Telephone No. _____ Other telephone No. (cell phone) _____

Email address _____

Where applicable, represented by _____

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

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

ADDRESS

No. _____ Street _____ Apt. _____

Municipality _____ Postal code _____

Site No. _____ Size of the land _____

The land is leased for residential purposes only. Yes No

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

Outdoor parking Number of places _____ Location(s) _____
Specify

OTHER ACCESSORIES AND DEPENDENCIES

Tribunal administratif du logement

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Initials of lessor

Initials of lessee

Initials of lessee

C TERM OF LEASE (art. 1851 C.C.Q.)	
<p>FIXED-TERM LEASE The term of the lease is _____, Specify number of weeks, months or years.</p> <p>from _____ to _____. Day Month Year Day Month Year</p>	<p>INDETERMINATE-TERM LEASE The term of the lease is indeterminate, beginning on _____. Day Month Year</p>
<p>Neither the lessor nor the lessee may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 51). However, they may terminate the lease by mutual consent.</p>	
D RENT (arts. 1855, 1903 and 1904 C.C.Q.)	
<p>The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week</p> <p>The total cost of services is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week</p> <p>The total rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week</p> <p>DATE OF PAYMENT</p> <p>■ FIRST PAYMENT PERIOD The rent will be paid on _____. Day Month Year</p> <p>■ OTHER PAYMENT PERIODS The rent will be paid on the 1st day <input type="checkbox"/> of the month <input type="checkbox"/> of the week</p> <p>or on _____ Specify</p> <p>METHOD OF PAYMENT The rent is payable in accordance with the following method of payment: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other (specify) _____</p> <p>The lessee agrees to give the lessor postdated cheques for the term of the lease. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Initials of lessee Initials of lessee</p> <p>PLACE OF PAYMENT The rent is payable at _____ Place of payment (specify if the payment is made by mail, if applicable)</p>	<p>Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.</p> <p>A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months (art. 1906 C.C.Q.).</p> <p>The lessor may not exact any other amount of money from the lessee (e.g. deposit for the keys).</p> <p>Payment of rent for the first payment period: At the time of entering into the lease, the lessor may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent.</p> <p>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.</p> <p>Method of payment: The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.</p> <p>Proof of payment: The lessee is entitled to a receipt for the payment of the rent in cash (arts. 1564 and 1568 C.C.Q.).</p> <p>Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).</p>
E SERVICES AND CONDITIONS	
<p>BY-LAWS OF THE MOBILE HOME PARK A copy of the by-laws of the mobile home park was given to the lessee before entering into the lease. Given on _____ Day Month Year Initials of lessee Initials of lessee/mandatory</p> <p>Contact information for the supervisor of the mobile home park or the person to contact if necessary: Name _____ Telephone No. _____ Other telephone No. (cell phone) _____ Email address _____</p> <p>WORK AND REPAIRS The work and repairs to be done by the lessor and the timeframe for performing them are as follows:</p> <p>■ Before the delivery of the land: _____ _____</p> <p>■ During the lease: _____ _____</p> <p>CONDITIONS The land and common premises are non-smoking. <input type="checkbox"/> Yes <input type="checkbox"/> No Specify _____ The lessee has the right to keep one or more animals. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Specify _____</p> <p>OTHER SERVICES AND CONDITIONS (e.g. water and sewer services, snow and ice removal) _____ _____</p>	<p>By-laws of the mobile home park: The rules to be observed in the mobile home park are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the land and the common premises.</p> <p>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.).</p> <p>The by-laws may not contradict the lease or violate the law.</p> <p>Work and repair: On the date fixed for the delivery of the land, the lessor must deliver it in a good state of repair in all aspects. However, the lessor and the lessee may decide otherwise and agree on the work to be done and on a timeframe for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.).</p> <p>However, the lessor may not release himself or herself from the obligation to deliver the land, its accessories and dependencies in clean condition and to deliver and maintain the land in accordance with the development standards prescribed by law (arts. 1892, 1893, 1910, 1911 and 1996 C.C.Q.).</p> <p>Assessment of the condition of the premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the land in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).</p>

Tribunal administratif du logement

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Initials of lessee

Initials of lessee

F RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)

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

The land was developed for residential purposes five years ago or less, i.e. on _____ Day _____ Month _____ Year.

OR

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 _____ Day _____ Month _____ Year.

Indicate the maximum rent that the lessor may impose on the lessee in the five years following the date on which the land is ready for its intended use:
\$ _____.

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

If one of the two boxes is checked off, the five-year period has not yet expired and, where required, the lessor has indicated the maximum rent that may be imposed, the lessee who refuses a lease modification 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 is checked off or if one box is checked off but the lessor omitted to indicate the maximum rent that may be imposed where so required, the lease is renewed for the lessee who refuses a lease modification requested by the lessor and wishes to continue to live on the land. 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).

G NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896, 1950 and 1955.1 C.C.Q.)

Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, except if one of the restrictions on the right to have the rent fixed and the lease modified applies (Section F).

Select the situation that applies:

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

Per month Per week Other _____

OR

(2) I hereby notify you that no rent has been paid for your land during the twelve months prior to the beginning of your lease.

The last rent was paid on _____ Day _____ Month _____ Year in the amount of \$ _____.

Per month Per week Other _____

If situation (1) applies, indicate if the leased property, the services offered by the lessor and the conditions of the lease are the same. Yes No

If the "No" box is checked off, indicate the modifications made (withdrawal of a service or addition of a service) and specify the cost of each added or withdrawn service if applicable:

Signature of lessor _____ Day _____ Month _____ Year
Signature of lessee _____ Day _____ Month _____ Year Signature of lessee _____ Day _____ Month _____ Year

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 the lease or sublease was entered into, the new lessee or the sublessee may, within two months after the beginning of the lease, apply to the Tribunal administratif du logement to have his or her rent fixed.

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

Where situation (1) or (2) applies, if the lessor makes a misrepresentation or knowingly fails to give notice, the lessee may demand that the lessor be condemned to pay punitive damages.

H SIGNATURES

Signature of lessor _____ Day _____ Month _____ Year
Signature of lessee _____ Day _____ Month _____ Year Signature of lessee _____ Day _____ Month _____ Year

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

Initials of lessor _____ Initials of lessee _____
Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. another lessee, surety) (particulars Nos. 11 and 12).

Name (write legibly) _____ Signature _____ Capacity _____

Address of signatory _____ Day _____ Month _____ Year

Name (write legibly) _____ Signature _____ Capacity _____

Address of signatory _____ Day _____ Month _____ Year

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

Tribunal administratif du logement _____
Reproduction prohibited _____
Initials of lessor _____ Initials of lessee _____ Initials of lessee _____

I NOTICE OF FAMILY RESIDENCE (arts. 403, 521.6 and 521.24 C.C.Q.)
A lessee who is married, in a civil union or in a parental union may not, without the written consent of his or her spouse, sublease his or her land, assign the lease or terminate the lease where the lessor has been notified, by either of the spouses, that the land leased is used as the family residence.
Notice to lessor
I hereby declare that I am married, in a civil union or in a parental union with _____ <small>Name of spouse</small>
I hereby notify you that the land covered by the lease will be used as the family residence.
_____ <small>Signature of lessee or lessee's spouse</small>
_____ <small>Day</small>
_____ <small>Month</small>
_____ <small>Year</small>

Tribunal administratif du logement

Reproduction prohibited

Initials of lessor _____
Initials of lessee _____
Initials of lessee

PARTICULARS

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

GENERAL INFORMATION

These particulars describe most of the rights and obligations of lessors and lessees. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978.4 of the *Civil Code of Québec* (C.C.Q.), and the specific rules pertaining to leases of land intended for the emplacement of a mobile home contained in articles 1996 to 2000 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 land, whether or not they are included in the lease of the land or in another lease. Some exceptions apply (art. 1892 C.C.Q.).

Except if the size of the land justifies it, a lessor may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can he or she so act for the sole reason that the person has exercised his or her rights under the chapter entitled "Lease" of the *Civil Code of Québec* or under the *Act respecting the 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 his or her land. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).

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

Charter of human rights and freedoms

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

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

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

Access to documents and protection of personal information

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

ENTERING INTO THE LEASE

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

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

Clauses of the lease

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

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

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

For instance, no one may, in the lease:

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

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

The following clauses are also without effect:

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

RIGHT TO MAINTAIN OCCUPANCY

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

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

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

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

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

New lessor

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

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

Death

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

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

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

Non-payment of rent

10. Non-payment of rent entitles the lessor to apply to the Tribunal for an order forcing the lessee to pay it. If the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee.

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

LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil union

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

Liability of co-lessees and surety

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

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

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

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

ENJOYMENT OF PREMISES

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

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

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

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

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

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

LAND MAINTENANCE AND REPAIRS**Obligation of maintenance**

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

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

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

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

Land unfit for habitation

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

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

Urgent and necessary repairs

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

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

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

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

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

Major non-urgent work

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

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

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

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

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

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

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

ACCESS TO AND VISIT OF THE LAND

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

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

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

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

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

30. A lessee who gives notice to the lessor of his or her intention to vacate the land shall, from that time, allow the lessor to show the land to prospective lessees between 9 a.m. and 9 p.m., and allow the lessor to post "For rent" signs (arts. 1930 and 1932 C.C.Q.). The lessor is not required to notify the lessee 24 hours in advance of a visit by a prospective lessee.

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

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

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

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

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

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

NOTICES

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

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

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

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

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

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

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

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

Non-renewal of lease by the lessee

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

Modification of lease

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

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

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

The notice of modification must also reproduce the text in Schedule 1 to the Regulation respecting the mandatory content of a notice of modification of the lease of a dwelling (CQLR, c. T-15.01, r.1.1).

Reply to a notice of modification

(art. 1945 C.C.Q.)

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

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

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

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

Exception: one of the restrictions on the right to have the rent fixed and the lease modified applies (Section F), the lessee who refuses the requested modification(s) shall vacate the land upon termination of the lease (art. 1955 C.C.Q.).

A copy of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and a copy of the lessee's reply to such notice are found on the Tribunal administratif du logement 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 reply of a lessee who refuses the modifications, to apply to the Tribunal administratif du logement for the fixing of the rent or for a ruling on any other modification of the lease (see Table B). If the lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

Agreement on modifications

43. Where the lessor and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the lessor shall give the lessee, before the beginning of the renewed lease, a document describing those modifications (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.)**Repossession**

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

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

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

Beneficiaries may be:

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

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

- the lessee is 65 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 125% of 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 65 years of age or over and wishes to repossess the land to live on it;
- the beneficiary of the repossession is 65 years of age or over;
- the lessor is an owner-occupant 65 years of age or over and wishes to have a beneficiary under 65 years of age reside on the same land as him or her.

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

The notice shall contain the following:

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

Eviction

The lessor may evict the lessee to divide the land, enlarge it substantially or change its destination. The notice shall indicate the date of and the reason for the eviction and respect the time periods presented in **Table C** (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 65 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 125% of the maximum threshold of income to be eligible for low-rental housing.

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

ASSIGNMENT AND SUBLEASEING

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

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

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

48. Subject to particular No. 57, the lessee shall give the lessor notice of his or her intention to assign the lease or to sublease the land. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the land and, in the case of an assignment, shall also indicate the fixed date of assignment (arts. 1870 and 1978.1 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.).

48.1 The lessor may refuse to consent to the assignment of the lease for a reason other than a serious reason. In such a case, the lease is resiliated on the date of assignment indicated in the notice sent by the lessee.

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.).

49.1 A lessee who assigns his or her lease may not exact consideration (art. 1978.3 C.C.Q.).

A lessee who subleases his or her land may not exact, in addition to the cost of the services offered and reasonable expenses for the use of movable property owned by the lessee, an amount exceeding the rent the lessee pays to the lessor (art. 1978.4 C.C.Q.).

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

RESILIATION OF LEASE BY THE LESSEE

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

- he or she is allocated a dwelling in **low-rental housing**; or
- he or she can no longer occupy his or her land because of a **handicap**; or
- in the case of a senior, he or she is permanently admitted to a residential and long-term care centre (CHSLD), to an intermediate resource, to a private seniors' residence where the nursing care and personal assistance services required by his or her state of health are provided, or to any other lodging facility, regardless of its name, where such care 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, because of spousal violence, sexual violence or violence towards a child residing with him or her, the safety of the lessee or of the child is threatened.

Notices

- Article 1974 C.C.Q.

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

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

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

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

- Article 1974.1 C.C.Q.

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

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exists a situation involving violence 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 lease includes services of a personal nature provided to the lessee or the lessee's child, where applicable, the lessee is bound to pay only for the services supplied before vacating, whether or not they were provided under a contract separate from the lease.

SURRENDER OF LAND UPON TERMINATION OF THE LEASE

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

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

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

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

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

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

MOBILE HOME SITUATED ON LAND

55. The lessor of the land may not:

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

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

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

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

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

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

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

STEPS FOR REPOSSESSING THE LAND OR EVICTING THE LESSEE FOR THE PURPOSE OF DIVIDING, ENLARGING OR CHANGING THE DESTINATION OF THE LAND AND PERIODS FOR GIVING NOTICE (arts. 1960, 1962 and 1963 C.C.Q.)

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

END OF MANDATORY PARTICULARS

SCHEDULE 4 (Article 3)

ADMINISTRATIVE HOUSING TRIBUNAL MANDATORY FORM FOR THE LEASE OF A DWELLING IN A COOPERATIVE

Tribunal administratif du logement Québec		LEASE of a Dwelling in a Cooperative	
www.tal.gouv.qc.ca Montréal area: 514 873-BAIL* Elsewhere in Québec: 1 800 683-BAIL* <small>*An automated information service is available 24/7</small>			
TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM TWO COPIES			
A BETWEEN (write legibly)			
THE COOPERATIVE			
Name of the cooperative (the cooperative must use its legal designation)			
No.	Street	Apt.	
Municipality		Postal code	
Telephone No.		Other telephone No. (cell phone)	
Email address			
Represented by			
THE LESSEE		THE LESSEE	
Name		Name	
No.	Street	Apt.	Apt.
Municipality		Postal code	
Telephone No.		Other telephone No. (cell phone)	
Email address		Email address	
Where applicable, represented by		Where applicable, represented by	
The names indicated in the lease must be those that the cooperative and the lessees are legally authorized to use. The term "lessor" in the <i>Civil Code of Québec</i> generally refers to the cooperative.			
B DESCRIPTION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)			
Address			
No.	Street	Apt.	
Municipality		Postal code	Number of rooms
<input type="checkbox"/> Outdoor parking	Number of places	Location(s)	
<input type="checkbox"/> Indoor parking	Number of places	Location(s)	
<input type="checkbox"/> Locker(s) or storage space(s)	Number of places	Location(s)	
Other Specify			
The cooperative and the lessee undertake, in accordance with their respective responsibilities, to comply with regulations respecting the presence and proper working order of smoke detectors in the dwelling and the immovable.			
Initials of the cooperative's mandatory	Day	Month	Year
Initials of lessee	Initials of lessee	Day	Month
Year	Year	Year	Year
C TERM OF LEASE (art. 1851 C.C.Q.)			
FIXED-TERM LEASE The term of the lease is _____, Specify number of weeks, months or years		INDETERMINATE-TERM LEASE The term of the lease is indeterminate,	
from	to	beginning on	
Day	Month	Year	Day
Day	Month	Year	Month
Year	Year	Year	Year
Neither the cooperative nor the lessee may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24 and 50). However, they may terminate the lease by mutual consent.			
Tribunal administratif du logement		Reproduction prohibited	
Initials of lessor		Initials of lessee	
Initials of lessee		Initials of lessee	

D RENT (arts. 1855, 1903 and 1904 C.C.Q.)																																				
The rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total cost of services is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total rent is \$ _____ <input type="checkbox"/> Per month <input type="checkbox"/> Per week	<p>Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less.</p> <p>A lease with a term of more than 12 months may undergo only one adjustment of the rent during each 12-month period. No adjustment may be made within the first 12 months (art. 1906 C.C.Q.).</p> <p>The cooperative may not require any other amount of money from the lessee (e.g. deposit for the keys).</p> <p>Payment of rent for the first payment period: At the time of entering into the lease, the cooperative may require advance payment of the rent for only the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent.</p> <p>Payment of rent for the other payment periods: The rent is payable of the first day of each payment period (e.g. month, week), unless otherwise agreed.</p> <p>Method of payment: The cooperative may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed.</p> <p>Proof of payment: The lessee is entitled to a receipt for the payment of the rent in cash (arts. 1564 and 1568 C.C.Q.).</p> <p>Place of payment: The rent is payable at the lessee's domicile, unless otherwise agreed (art. 1566 C.C.Q.).</p>																																			
<p style="background-color: yellow;">Where applicable, enter the cost of services of a personal nature provided to the lessee in Schedule 6 to the lease: Services Offered to the Lessee by the Lessor.</p> <p>The lessee is a beneficiary of a rent subsidy program. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specify _____</p> <p>DATE OF PAYMENT</p> <p>▪ FIRST PAYMENT PERIOD The rent will be paid on _____ Day _____ Month _____ Year _____.</p> <p>▪ OTHER PAYMENT PERIODS The rent will be paid on the 1st day <input type="checkbox"/> of the month <input type="checkbox"/> of the week or on _____ Specify _____</p> <p>METHOD OF PAYMENT The rent is payable in accordance with the following method of payment: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other (specify) _____</p> <p>The lessee agrees to give the cooperative postdated cheques for the term of the lease. <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Initials of lessee _____ Initials of lessee</p> <p>PLACE OF PAYMENT The rent is payable at _____ _____ Place of payment (specify if the payment is made by mail, if applicable)</p>																																				
E SERVICES AND CONDITIONS																																				
<p>BY-LAWS OF THE IMMOVABLE A copy of the by-laws of the immovable was given to the lessee before entering into the lease.</p> <p>Given on _____ Day _____ Month _____ Year _____ _____ Initials of lessee _____ Initials of lessee</p> <p>WORK AND REPAIRS The work and repairs to be done by the cooperative and the timeframe for performing them are as follows:</p> <p>▪ Before the delivery of the dwelling: _____</p> <p>_____</p> <p>▪ During the lease: _____</p> <p>_____</p> <p>_____</p> <p>JANITORIAL SERVICES</p> <p>Specify _____</p> <p>Contact information of the janitor or the person to contact if necessary:</p> <p>Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____</p>	<p>By-laws of the immovable: The rules to be observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises.</p> <p>If such by-laws exist, the cooperative must give a copy of them to the lessee before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.).</p> <p>The by-laws may not contradict the lease or violate the law.</p> <p>Work and repairs: On the date fixed for the delivery of the dwelling, the cooperative must deliver it in a good state of repair in all respects. However, the cooperative and the lessee may decide otherwise and agree on the work to be done and on a timeframe for performing the work (art. 1854, 1st par., and art. 1893 C.C.Q.).</p> <p>However, the cooperative may not release itself from the obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.).</p> <p>Assessment of the condition of the premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the dwelling in good condition at the beginning of the lease (art. 1890, 2nd par. C.C.Q.).</p>																																			
<p>SERVICES, TAXES AND CONSUMPTION COSTS</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;">Will be paid by:</th> <th style="text-align: center; padding: 5px;">Cooperative</th> <th style="text-align: center; padding: 5px;">Lessee</th> <th style="text-align: center; padding: 5px;">Cooperative</th> <th style="text-align: center; padding: 5px;">Lessee</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Heating of dwelling</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="padding: 5px;">Water consumption tax for dwelling</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;"><input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="padding: 5px;">Snow and ice removal</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">Gas } other than for heating</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="padding: 5px;">▪ Parking area(s)</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">Electricity }</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="padding: 5px;">▪ Balcony(ies)</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">Hot water heater (rental fees)</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="padding: 5px;">▪ Entrance, walkway, driveway</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">Hot water (user fees)</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> <td style="padding: 5px;">▪ Stairs</td> <td style="text-align: center; padding: 5px;"><input type="checkbox"/></td> </tr> </tbody> </table>	Will be paid by:	Cooperative	Lessee	Cooperative	Lessee	Heating of dwelling	<input type="checkbox"/>	<input type="checkbox"/>	Water consumption tax for dwelling	<input type="checkbox"/>	<input type="checkbox"/> Electricity <input type="checkbox"/> Gas <input type="checkbox"/> Fuel oil	<input type="checkbox"/>	<input type="checkbox"/>	Snow and ice removal	<input type="checkbox"/>	Gas } other than for heating	<input type="checkbox"/>	<input type="checkbox"/>	▪ Parking area(s)	<input type="checkbox"/>	Electricity }	<input type="checkbox"/>	<input type="checkbox"/>	▪ Balcony(ies)	<input type="checkbox"/>	Hot water heater (rental fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Entrance, walkway, driveway	<input type="checkbox"/>	Hot water (user fees)	<input type="checkbox"/>	<input type="checkbox"/>	▪ Stairs	<input type="checkbox"/>	
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Tribunal administratif du logement

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Initials of lessor

Initials of lessee

Initials of lessee

E	SERVICES AND CONDITIONS (cont.)
CONDITIONS	
The dwelling is non-smoking .	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ <small>Specify</small>
The lessee has a right of access to the grounds .	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ <small>Specify</small>
The lessee has a right to keep one or more animals .	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ <small>Specify</small>
OTHER SERVICES, CONDITIONS AND RESTRICTIONS (e.g. antenna, barbecue, air conditioner, clothesline, painting, pool, laundry room)	

F	RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)
<p>The cooperative and the lessee may not apply to the Tribunal administratif du logement for the fixing of the rent or for the modification of another condition of the lease in the following situations. Select the situation that applies:</p> <p><input type="checkbox"/> (1) The dwelling is leased by the cooperative to one of its members.</p> <p>OR</p> <p>(2) The dwelling is leased by the cooperative to a non-member, in which case:</p> <p style="margin-left: 20px;"><input type="checkbox"/> The dwelling is located in an immovable erected five years ago or less. The immovable became ready for habitation on _____. <small style="margin-left: 40px;">Day Month Year</small></p> <p>OR</p> <p style="margin-left: 20px;"><input type="checkbox"/> The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less. The immovable became ready for habitation on _____. <small style="margin-left: 40px;">Day Month Year</small></p> <p>If situation (2) applies, indicate the maximum rent that the cooperative may impose on the lessee in the five years following the date on which the immovable is ready for its intended use: \$ _____.</p> <p>However, the Tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	<p>If one of the three boxes is checked off and the cooperative indicated the maximum rent that may be imposed where so required, the lessee who refuses a lease modification requested by the cooperative, such as an increase in rent, must vacate the dwelling at the end of the lease (particulars Nos. 39 and 41).</p> <p>If neither of the three boxes is checked off or if one box is checked off but the cooperative omitted to indicate the maximum rent that may be imposed where so required, the lease is renewed for the lessee who refuses a lease modification requested by the cooperative and wishes to continue to live in the dwelling. The cooperative may apply to the Tribunal administratif du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 41 and 42).</p> <p>These rules do not apply to a dwelling situated in a private seniors' residence (or in another lodging facility where services of a personal nature provided to the lessee are provided to a senior) that is the subject of a change of destination while remaining offered for dwelling purposes (particular No. 4.1).</p>
G	NOTICE TO A NEW LESSEE OR SUBLESSEE (arts. 1896, 1950 and 1955.1 C.C.Q.)
<p>Mandatory notice to be given by the cooperative at the time the lease or sublease is entered into, except if one of the restrictions on the right to have the rent fixed and the lease modified applies (Section F).</p> <p>Select the situation that applies:</p> <p><input type="checkbox"/> (1) I hereby notify you that the lowest rent paid for your dwelling in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____</p> <p>OR</p> <p><input type="checkbox"/> (2) I hereby notify you that no rent has been paid for your dwelling during the twelve months prior to the beginning of your lease. The last rent was paid on _____ in the amount of \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____</p> <p>OR</p> <p><input type="checkbox"/> (3) The dwelling was situated in a private seniors' residence (or in another lodging facility providing services of a personal nature to the lessee) and was the subject of a change of destination while remaining offered for dwelling purposes. The amount of rent charged under the previous lease was: \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____</p> <p>If situation (1) or (3) applies, indicate if the leased property, the services offered by the cooperative and the conditions of the lease are the same. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If situation (1) applies and if the new lessee pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease is entered into, apply to the Tribunal administratif du logement to have the rent fixed.</p> <p>If the cooperative did not give such notice at the time the lease was entered into, the new lessee may, within two months after the beginning of the lease, apply to the Tribunal administratif du logement to have his or her rent fixed.</p> <p>The new lessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.</p> <p>Where situation (1) or (2) applies, if the cooperative makes a misrepresentation or knowingly fails to give notice, the lessee may demand that the cooperative be condemned to pay punitive damages.</p> <p>If situation (3) applies, the rent stipulated in the first lease entered into following the change must correspond to the rent that was charged under the previous lease, less the part of the rent relating to the cost of the services, including services of a personal nature provided to the lessee, accessories, dependencies and other benefits that will no longer be provided under the new lease. A new lessee who considers that the rent charged does not comply with the above may, within one month after entering into the lease, file an application to have the rent fixed by the Tribunal.</p>

Tribunal administratif du logement

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Initials of lessor

Initials of lessee

Initials of lessee

G NOTICE TO A NEW LESSEE (arts. 1896, 1950 and 1955.1 C.C.Q.) (cont.)

If the "No" box is checked off, indicate the modifications made (withdrawal of a service or addition of a service) and specify the cost of each added or withdrawn service if applicable:

Signature of the cooperative's mandatory _____ Day | Month | Year

Signature of lessee _____ Day | Month | Year Signature of lessee _____ Day | Month | Year

H SIGNATURES

Signature of the cooperative's mandatory _____ Day | Month | Year

Signature of lessee _____ Day | Month | Year Signature of lessee _____ Day | Month | Year

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

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. another lessee, surety) (particular 12).

Name (write legibly) _____ Signature _____ Capacity _____

Address of signatory _____ Day | Month | Year

Name (write legibly) _____ Signature _____ Capacity _____

Address of signatory _____ Day | Month | Year

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

I NOTICE OF FAMILY RESIDENCE (arts. 403, 521.6 and 521.24 C.C.Q.)

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

Notice to cooperative

I hereby declare that I am married, in a civil union or in a parental union with _____ Name of spouse

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

Signature of lessee or lessee's spouse _____ Day | Month | Year

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

PARTICULARS

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

GENERAL INFORMATION

These particulars describe most of the rights and obligations of lessors and lessees. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978.4 of the *Civil Code of Québec* (C.C.Q.).

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

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

Except if the size of the dwelling justifies it, a cooperative may not refuse to enter into a lease with a person or to maintain the person in his or her rights, or impose more onerous conditions on the person for the sole reason that the person is pregnant or has one or several children. Nor can the cooperative 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 Administrative Housing Tribunal* (art. 1899 C.C.Q.).

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

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

Charter of human rights and freedoms

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

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

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

Act respecting the Protection of personal information in the private sector

The cooperative shall comply with the prescriptions of this Act.

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

Specific rules, which are not mentioned in these particulars, apply to the lease of a dwelling in low-rental housing, within the meaning of the second paragraph of article 1984 of the *Civil Code of Québec*, in cases where the present form must be used.

If the lease includes services in addition to those indicated in this form, including services of a personal nature provided to the lessee, Schedule 6 to the lease, entitled Services offered to the lessee by the lessor, must be completed.

ENTERING INTO THE LEASE

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

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

Clauses of the lease

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

The legal rules contained in particulars Nos. 13, 14 and 51 to 53 are supplementary, i.e. they apply if the parties do not decide otherwise.

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1868 to 1872, 1875, 1876, 1883 and 1892 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 dwelling (art. 1870 C.C.Q.).

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

The following clauses are also without effect:

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

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

Change of destination of a dwelling where services of a personal nature are provided to seniors

4.1 Where a dwelling situated in a private seniors' residence (or in another lodging facility where services of a personal nature provided to the lessee are provided to seniors) is the subject of a change of destination while remaining offered for dwelling purposes, the rent stipulated in the first lease entered into following the change must correspond to the rent that was charged under the previous lease, less the part of the rent relating to the cost of the services, including services of a personal nature, accessories, dependencies and other benefits that will no longer be provided under the new lease. The cooperative may nevertheless adjust the rent according to the criteria prescribed by the regulations concerning the fixing of rent.

The cooperative must, upon entering into the first lease following the change of destination, give the new lessee a notice indicating the rent charged under the previous lease and the services, accessories, dependencies and other benefits provided under the previous lease that will no longer be provided, as well as the cost of each of them.

A new lessee who considers that the rent charged is not in conformity may, within one month after entering into the lease, file an application to have the rent fixed by the court. Such an application must be filed within two months after the beginning of the lease if the lessee did not receive the notice. If the cooperative gave a notice containing a misrepresentation, the lessee must file the application within two months after becoming aware of that fact (art. 1955.1 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 restitution of the lease by the cooperative.

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

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

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

New lessor

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

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

Death

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

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

If no one was living with the lessee at the time of his or her death, the liquidator of the succession or, if there is no liquidator, an heir may restate the lease by giving the cooperative two months' notice within six months after the death. The restitution 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 or the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts. 1938 and 1939 C.C.Q.).

Non-payment of rent

10. Non-payment of rent entitles the cooperative to apply to the Tribunal for an order forcing the lessee to pay it. If the lessee is over three weeks late in paying the rent, the cooperative may obtain the restitution of the lease and the eviction of the lessee.

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

LIABILITY OF SPOUSES AND CO-LESSEES

Liability of persons who are married or in a civil union

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

Liability of co-lessees and surety

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

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

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

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

ENJOYMENT OF PREMISES

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

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

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

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

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

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

DWELLING MAINTENANCE AND REPAIRS

Obligation of maintenance

19. The cooperative is bound to warrant the lessee that the dwelling may be used for the purpose for which it was leased and to maintain the dwelling for that purpose throughout the term of the lease (art. 1854 2nd par. 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 defect or substantial deterioration of the dwelling shall inform the cooperative within a reasonable time (art. 1866 C.C.Q.).

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

Dwelling unfit for habitation

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

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

Urgent and necessary repairs

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

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

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

Major non-urgent work

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

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

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

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

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

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

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

ACCESS TO AND VISIT OF DWELLING

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICES

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

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

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

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

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

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

The cooperative may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.).

However, the cooperative may modify the lease at the time of renewal, provided that it gives notice to the lessee.

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

Non-renewal of lease by the lessee

38. A lessee who wishes to vacate the dwelling upon termination of a lease with a fixed term, or to terminate a

lease with an indeterminate term, shall give notice to the cooperative or reply to the cooperative's notice within the time periods indicated in Table A (arts. 1942, 1945 and 1946 C.C.Q.).

Modification of lease

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

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

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

The notice of modification of the conditions of the lease must also reproduce the text in Schedule I to the Regulation respecting the mandatory content of a notice of modification of the lease of a dwelling (QLR, c. T-15.01, r.1.1).

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.

Exception: Where one of the restrictions on the right to have the rent fixed and the lease modified applies (Section F), the lessee who refuses the requested modification(s) shall vacate the dwelling upon termination of the lease (art. 1955 C.C.Q.).

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.

A copy of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and of the lessee's reply to such a notice are available on the Tribunal administratif du logement's website (www.tal.gouv.qc.ca).

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 one of the restrictions on the right to have the rent fixed and the lease modified applies (Section F); the lessee who refuses the requested modifications shall vacate the dwelling upon termination of the lease (art. 1955 C.C.Q.).

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

Agreement on modifications

43. Where the cooperative and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the cooperative shall give the lessee, before the beginning of the renewed lease, a document describing those modifications (art. 1895 C.C.Q.).

Contestation of an adjustment of rent

44. Where a lease with a term of more than 12 months contains a clause providing for an adjustment of the rent, the lessee or the cooperative may contest the excessive or inadequate nature of the agreed adjustment and have the rent fixed if one of the restrictions to the right to have the rent fixed or the lease modified applies (Section F) (arts. 1949 and 1955 C.C.Q.).

Otherwise, 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 (art. 1949 C.C.Q.).

ASSIGNMENT AND SUBLEASEING

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

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

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

47. The lessee shall give the cooperative notice of his or her intention to assign the lease or to sublease the dwelling. Such notice shall indicate the name and address of the person to whom the lessee intends to assign the lease or sublease the dwelling and, in the case of an assignment, shall also indicate the fixed date of assignment (arts. 1870 and 1978.1 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.).

47.1. The cooperative may refuse to consent to the assignment of the lease for a reason other than a serious reason. In such a case, the lease is resiliated on the date of assignment indicated in the notice sent by the lessee.

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.).

48.1. The Tribunal administratif du logement may not modify the conditions of the lease where one of the restrictions on the right to have the rent fixed and the lease modified applies (Section F); the lessee who refuses the requested modifications shall vacate the dwelling upon termination of the lease (art. 1955 C.C.Q.).

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

RESILIATION OF LEASE BY THE LESSEE

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

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

Pursuant to article 1974.1 of the *Civil Code of Québec*, a lessee may also resiliate his or her lease if, because of spousal violence, sexual violence or violence towards a child living in the dwelling covered by the lease, the safety of the lessee or of the child is threatened.

Notices

- Article 1974 C.C.Q.

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

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

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

- Article 1974.1 C.C.Q.

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

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

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

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

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

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

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

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

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

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

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

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

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

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

END OF MANDATORY PARTICULARS

SCHEDULE 5
(Article 3)

ADMINISTRATIVE HOUSING TRIBUNAL MANDATORY FORM FOR THE LEASE OF ANY OTHER DWELLING

Tribunal administratif du logement Québec

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

*An automated information service is available 24/7

LEASE of a Dwelling

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

A BETWEEN THE LESSOR (write legibly)	AND THE LESSEE (write legibly)
Name _____ No. Street Apt. Municipality Postal code Telephone No. Other Telephone No. (cell phone) Email address Where applicable, represented by _____	Name _____ No. Street Apt. Municipality Postal code Telephone No. Other Telephone No. (cell phone) Email address Where applicable, represented by _____
Name _____ No. Street Apt. Municipality Postal code Telephone No. Other Telephone No. (cell phone) Email address Where applicable, represented by _____	Name _____ No. Street Apt. Municipality Postal code Telephone No. Other Telephone No. (cell phone) Email address Where applicable, represented by _____
The names indicated in the lease must be those that the lessor and the lessee are legally authorized to use. The term "lessor" in the <i>Civil Code of Québec</i> generally refers to the owner of the immovable.	
B DESCRIPTION AND DESTINATION OF LEASED DWELLING, ACCESSORIES AND DEPENDENCIES (art. 1892 C.C.Q.)	
Address _____ No. Street Apt. Municipality Postal code Number of rooms The dwelling is leased for residential purposes only. <input type="checkbox"/> Yes <input type="checkbox"/> No If the "No" box is checked off, the dwelling is leased for the combined purposes of housing and _____, but no more than one-third of the total floor area will be used for that second purpose (art. 1892 C.C.Q.). The dwelling is located in a unit under divided co-ownership. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Outdoor parking Number of places _____ Location(s) _____ <input type="checkbox"/> Indoor parking Number of places _____ Location(s) _____ <input type="checkbox"/> Locker(s) or storage space(s) Number of places _____ Location(s) _____ Other accessories and dependencies _____ Specify _____ Furniture is leased and included in the rent. <input type="checkbox"/> Yes <input type="checkbox"/> No Appliances <input type="checkbox"/> Washer <input type="checkbox"/> Chest(s) of drawers _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Stove <input type="checkbox"/> Dryer <input type="checkbox"/> Couch(es) _____ Number _____ <input type="checkbox"/> Microwave oven Furniture <input type="checkbox"/> Armchair(s) _____ Number _____ <input type="checkbox"/> Dishwasher <input type="checkbox"/> Table(s) _____ Number _____ <input type="checkbox"/> Bed(s) _____ Number _____ Size _____ <input type="checkbox"/> Refrigerator <input type="checkbox"/> Chair(s) _____ Number _____	
<div style="border: 1px solid black; padding: 5px;"> The lessor and the lessee undertake, in accordance with their respective responsibilities, to comply with the regulations respecting the presence and proper working order of smoke detectors in the dwelling and the immovable. _____ Initials of lessor _____ Day _____ Month _____ Year _____ Initials of lessee _____ Initials of lessee _____ Day _____ Month _____ Year _____ </div>	

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Initials of lessor
Initials of lessor
Initials of lessee
Initials of lessee

C TERM OF LEASE (art. 1851 C.C.Q.)
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>FIXED-TERM LEASE The term of the lease is _____, Specify number of weeks, months or years from _____ to _____. Day Month Year Day Month Year</p> </div> <div style="width: 48%;"> <p>INDETERMINATE-TERM LEASE The term of the lease is indeterminate, beginning on _____. Day Month Year</p> </div> </div>
<p>Neither the lessor nor the lessee may terminate the lease unilaterally, except in the cases provided for by law (particulars Nos. 5, 9, 23, 24, 45 and 51). However, they may terminate the lease by mutual consent.</p>
D RENT (arts. 1855, 1903 and 1904 C.C.Q.)
<p>The rent is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total cost of services is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week The total rent is \$ _____. <input type="checkbox"/> Per month <input type="checkbox"/> Per week</p>
<p>Where applicable, enter the cost of services of a personal nature provided to the lessee in Schedule 6 to the lease: Services offered to the lessee by the lessor.</p>
<p>The lessee is a beneficiary of a rent subsidy program. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specify DATE OF PAYMENT ■ FIRST PAYMENT PERIOD The rent will be paid on _____. Day Month Year ■ OTHER PAYMENT PERIODS The rent will be paid on the 1st day <input type="checkbox"/> of the month <input type="checkbox"/> of the week or on _____. Specify</p> <p>METHOD OF PAYMENT The rent is payable in accordance with the following method of payment: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Electronic bank transfer <input type="checkbox"/> Other (specify) _____ The lessee agrees to give the lessor postdated cheques for the term of the lease. <input type="checkbox"/> Yes <input type="checkbox"/> No Initials of lessor _____ Initials of lessee _____</p> <p>PLACE OF PAYMENT The rent is payable at _____ Place of payment (specify if the payment is made by mail, if applicable)</p>
<p>Rent: The rent is payable in equal instalments not exceeding one month's rent, except for the last instalment, which may be less. 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 lessor may not require any other amount of money from the lessee (e.g. deposit for the keys). Payment of rent for the first payment period: At the time of entering into the lease, the lessor may require advance payment of the rent only for the first payment period (e.g. the first month, the first week). The advance payment may not exceed one month's rent. Payment of rent for the other payment periods: The rent is payable on the first day of each payment period (e.g. month, week), unless otherwise agreed. Method of payment: The lessor may not require payment by means of a postdated cheque or any other postdated instrument, unless otherwise agreed. Proof of payment: The lessee is entitled to a receipt for the payment of the 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.).</p>
E SERVICES AND CONDITIONS
<p>BY-LAWS OF THE IMMOVABLE A copy of the by-laws of the immovable was given to the lessee before entering into the lease. Given on _____ Day Month Year Initials of lessor _____ Initials of lessee _____</p> <p>DIVIDED CO-OWNERSHIP A copy of the by-laws of the immovable was given to the lessee. Given on _____ Day Month Year Initials of lessor _____ Initials of lessee _____</p> <p>WORK AND REPAIRS The work and repairs to be done by the lessor and the timeframe for performing them are as follows: ■ Before the delivery of the dwelling: _____ _____ ■ During the lease: _____ _____</p> <p>JANITORIAL SERVICES Specify Contact information of the janitor or the person to contact if necessary: Name _____ Telephone No. _____ Email address _____ Other telephone No. (cell phone) _____</p>
<p>By-laws of the immovable: The rules to be observed in the immovable are established by by-laws. The by-laws pertain to the enjoyment, use and maintenance of the dwelling and of the common premises. If such by-laws exist, the lessor must give a copy of them to the lessee before entering into the lease so that the by-laws form part of the lease (art. 1894 C.C.Q.). If the dwelling is located in an immovable under divided co-ownership, the by-laws will apply as soon as a copy of them has been given to the lessee by the lessor or by the syndicate of the co-ownership (art. 1057 C.C.Q.). The by-laws may not contradict the lease or violate the law. Work and repairs: On the date fixed for the delivery of the dwelling, the lessor must deliver it in a good state of repair in all aspects. However, the lessor and the lessee may decide otherwise and agree on the work to be done and on a timeframe for performing the work (art. 1854 1st par. and art. 1893 C.C.Q.). However, the lessor may not release himself or herself from the obligation to deliver the dwelling, its accessories and dependencies in clean condition and to deliver and maintain them in good habitable condition (arts. 1892, 1893, 1910 and 1911 C.C.Q.) Assessment of the condition of the premises: In the absence of an assessment of the condition of the premises (descriptions, photographs, etc.), the lessee is presumed to have received the dwelling in good condition at the beginning of the lease (art. 1890 2nd par. C.C.Q.).</p>
<p>Tribunal administratif du logement Reproduction prohibited</p>
<p>Initials of lessor _____ Initials of lessor _____ Initials of lessee _____ Initials of lessee _____</p>

G NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896, 1950 and 1955.1 C.C.Q.) (cont.)

If the "No" box is checked off, indicate the modifications made (withdrawal of a service or addition of a service) and specify the cost of each added or withdrawn service if applicable:

Signature of lessor _____ Day Month Year Signature of lessee _____ Day Month Year
 Signature of lessor _____ Day Month Year Signature of lessee _____ Day Month Year

H SIGNATURES

Signature of lessor _____ Day Month Year Signature of lessee _____ Day Month Year
 Signature of lessor _____ Day Month Year Signature of lessee _____ Day Month Year

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

Any other person who signs the lease must clearly indicate in what capacity he or she is doing so (e.g. another lessee, surety) (particular 12).

Name (write legibly) _____ Signature _____ Capacity _____
 Address of signatory _____ Day Month Year

Name (write legibly) _____ Signature _____ Capacity _____
 Address of signatory _____ Day Month Year

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

I NOTICE OF FAMILY RESIDENCE (arts. 403, 521.6 and 521.24 C.C.Q.)

A lessee who is **married, in a civil union or in a parental 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, in a civil union or in a parental union** with _____
Name of spouse

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

Signature of lessee or lessee's spouse _____ Day Month Year

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

Tribunal administratif du logement

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Initials of lessor

Initials of lessor

Initials of lessee

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 lessors and lessees. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978.4 of the *Civil Code of Québec* (C.C.Q.).

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

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

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

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

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

Charter of human rights and freedoms

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

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

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

Access to documents and protection of personal information

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

Other leases and Schedule 6

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

If the lease includes services in addition to those indicated on this form, including services of a personal nature provided to the lessee, Schedule 6 to the lease, entitled Services offered to the lessee by the lessor, must be completed.

ENTERING INTO THE LEASE

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

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

Clauses of the lease

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

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

3. Pursuant to article 1893 of the *Civil Code of Québec*, clauses that are inconsistent with articles 1868 to 1872, 1875, 1876, 1883 and 1892 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 dwelling or to assign the lease (art. 1870 C.C.Q.).

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

The following clauses are also without effect:

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

Change of destination of a dwelling where services of a personal nature are provided to seniors

4.1 Where a dwelling situated in a private seniors' residence (or in another lodging facility where services of a personal nature provided to the lessee are provided to seniors) is the subject of a change of destination while remaining offered for dwelling purposes, the rent stipulated in the first lease entered into following the change must correspond to the rent that was charged under the previous lease, less the part of the rent relating to the cost of the services, including services of a personal nature, accessories, dependencies and other benefits that will no longer be provided under the new lease. The lessor may nevertheless adjust the rent according to the criteria prescribed by the regulations concerning the fixing of rent.

The lessor must, upon entering into the first lease following the change of destination, give the new lessee a notice indicating the rent charged under the previous lease and the services, accessories, dependencies and other benefits provided under the previous lease that will no longer be provided, as well as the cost of each of them.

A new lessee who considers that the rent charged is not in conformity may, within one month after entering into the lease, file an application to have the rent fixed by the court. Such an application must be filed within two months after the beginning of the lease if the lessee did not receive the notice. If the lessor gave a notice containing a misrepresentation, the lessee must file the application within two months after becoming aware of that fact (art. 1955.1 C.C.Q.).

RIGHT TO MAINTAIN OCCUPANCY

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

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

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

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

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

New lessor

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

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

Death

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

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

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

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

Non-payment of rent

10. Non-payment of rent entitles the lessor to apply to the Tribunal for an order forcing the lessee to pay it. If the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee.

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

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

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

Liability of co-lessees and surety

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

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

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

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 reasonable fashion (art. 1855 C.C.Q.).

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

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

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

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

DWELLING MAINTENANCE AND REPAIRS**Obligation of maintenance**

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

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

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

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

Dwelling unfit for habitation

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

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

Urgent and necessary repairs

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

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

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

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

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

Major non-urgent work

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

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

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

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

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

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

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

ACCESS TO AND VISIT OF DWELLING

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICES

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

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

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

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

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

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

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

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

Non-renewal of lease by the lessee

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

Modification of lease

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

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

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

The notice of modification of the conditions of the lease must also reproduce the text in Schedule I to the Regulation respecting the mandatory content of a notice of modification of the lease of a dwelling (CQLR, c. T-15.01, r. 1.1).

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

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

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

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

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

Exception: Where one of the restrictions on the right to have the rent fixed and the lease modified applies (**Section F**), the lessee who refuses the requested modification(s) shall vacate the dwelling upon termination of the lease (art. 1955 C.C.Q.).

A copy of the "Notice of Rent Increase and Modification of Another Condition of the Lease" and a copy of the lessee's reply to such notice are found on the Tribunal 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 reply of a lessee who refuses the modifications, to apply to the Tribunal administratif du logement for the fixing of the rent or for a ruling on any other modification of the lease (see **Table B**). If the lessor does not file such application, the lease is renewed of right on the same conditions (art. 1947 C.C.Q.).

Agreement on modifications

43. Where the lessor and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the lessor shall give the lessee, before the beginning of the renewed lease, a document describing those modifications (art. 1895 C.C.Q.).

Contestation of an adjustment of rent

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

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

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

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

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

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

Beneficiaries may be:

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

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

- the lessee is 65 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 125% of 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 65 years of age or over and wishes to repossess the dwelling to live in it;
- the beneficiary of the repossession is 65 years of age or over;
- the lessor is an owner-occupant 65 years of age or over and wishes to have a beneficiary under 65 years of age reside in the same dwelling as him or her.

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

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

Eviiction

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 C** (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 65 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 125% of the maximum threshold of income to be eligible for low-rental housing.

A lessee who refuses to consent 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 **Table C**). An indemnity may be payable (arts. 1965 and 1967 C.C.Q.).

Note that different conditions could apply for the purposes of exercising your rights (e.g. date that a notice is sent). Refer to the website of the Tribunal administratif du logement (www.tal.gouv.qc.ca) for more details.

Change of destination of a dwelling where services of a personal nature provided to the lessee are provided to seniors

45.1 A lessor may not evict a lessee solely because of a change of destination referred to in article 1955.1 of the *Civil Code of Québec*, unless the lessor offered, not later than one month before sending the notice of eviction, to resiliate the lease and to enter into a new lease, without interruption and in accordance with the first paragraph of that article, and the lessee has refused that offer. The offer must indicate, in particular, the services, accessories, dependencies and other benefits provided under the previous lease that will no longer be provided, as well as the cost of each of them. It must also reproduce the content of articles 1955.1 and 1959.2 of the *Civil Code of Québec*.

Within one month after receiving the lessor's offer, the lessee is bound to inform the lessor of whether or not the lessee accepts the offer; the proposal is deemed to have been refused if the lessee fails to respond.

A lessee who accepts such an offer may nevertheless, within one month after entering into the lease, apply to the court to have the rent fixed in accordance with the first paragraph of article 1955.1 of the *Civil Code of Québec* or, as applicable, for a ruling on any other modification in comparison with the resiliated lease.

45.2 In the case of a notice of eviction that concerns a dwelling situated in a private seniors' residence or in another lodging facility where services of a personal nature provided to the lessee are provided to seniors, the notice must include the following:

- the reason for the eviction;
- the date fixed for the eviction;
- the content of articles 1955.1, 1959.1 and 1959.2 C.C.Q.

The notice must respect the time periods presented in **Table C** (arts. 1959 to 1961 C.C.Q.).

ASSIGNMENT AND SUBLEASEING

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

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

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

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 and, in the case of an assignment, shall also indicate the fixed date of assignment (arts. 1870 and 1878.1 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.).

48.1 The lessor may refuse to consent to the assignment of the lease for a reason other than a serious reason. In such a case, the lease is resiliated on the date of assignment indicated in the notice sent by the lessee.

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.).

49.1 A lessee who assigns his or her lease may not exact consideration (art. 1978.3 C.C.Q.).

A lessee who subleases his or her dwelling may not exact, in addition to the cost of the services offered and reasonable expenses for the use of movable property owned by the lessee, an amount exceeding the rent the lessee pays to the lessor (art. 1978.4 C.C.Q.).

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

RESILIATION OF LEASE BY THE LESSEE

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

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

where such care and services are provided, whether or not the lessee already resides in such a place at the time of admission.

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

- if, because of spousal violence, sexual violence or violence towards a child living in the dwelling covered by the lease, the safety of the lessee or of the child is threatened.

Notices

- Article 1974 C.C.Q.

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

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

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

- Article 1974.1 C.C.Q.

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

The notice must be sent with an attestation from a public servant or public officer designated by the Minister of Justice, who, on examining the lessee's sworn statement that there exists a situation involving violence, 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 objects other than those belonging to the lessor (art. 1890 C.C.Q.).

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

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

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

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

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

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

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

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

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

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

END OF MANDATORY PARTICULARS

SCHEDULE 7
(Article 3)

ADMINISTRATIVE HOUSING TRIBUNAL MANDATORY FORM MANDATORY WRITING IN THE CASE OF AN ORAL LEASE

Tribunal administratif du logement
Québec

www.tal.gouv.qc.ca
Montréal area: 514 873-BAIL*
Elsewhere in Québec: 1 800 683-BAIL*
*An automated information service is available 24/7

MANDATORY WRITING

in the Case of an Oral Lease

TRIBUNAL ADMINISTRATIF DU LOGEMENT MANDATORY FORM | TWO COPIES

When the lease is oral, the lessor must give this form to the lessee within 10 days after entering into the lease (art. 1895 C.C.Q.).

A BETWEEN THE LESSOR (write legibly)	AND THE LESSEE (write legibly)
Name _____ No. Street Apt. _____ Municipality Postal code _____ Telephone No. Other Telephone No. (cell phone) _____ Email address _____ Where applicable, represented by _____	Name _____ No. Street Apt. _____ Municipality Postal code _____ Telephone No. Other Telephone No. (cell phone) _____ Email address _____ Where applicable, represented by _____
Name _____ No. Street Apt. _____ Municipality Postal code _____ Telephone No. Other Telephone No. (cell phone) _____ Email address _____ Where applicable, represented by _____	Name _____ No. Street Apt. _____ Municipality Postal code _____ Telephone No. Other Telephone No. (cell phone) _____ Email address _____ Where applicable, represented by _____

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

B DESCRIPTION OF LEASED DWELLING (art. 1892 C.C.Q.)

ADDRESS
 No. Street Apt. _____
 Municipality Postal code Number of rooms _____

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

The rent is \$ _____ Per month Per week
 The total cost of services is \$ _____ Per month Per week
 The total rent is \$ _____ Per month Per week

If the lease includes services of a personal nature provided to the lessee, complete Schedule 6 to the lease:
 Services Offered to the Lessee by the Lessor.

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D	RESTRICTIONS ON THE RIGHT TO HAVE THE RENT FIXED AND THE LEASE MODIFIED (art. 1955 C.C.Q.)	
<p>The lessor and the lessee may not apply to the Tribunal administratif du logement for the fixing of the rent or the modification of another condition of the lease if one of the following situations applies:</p> <p><input type="checkbox"/> The dwelling is located in an immovable erected five years ago or less.</p> <p>The immovable became ready for habitation on <input type="text"/>/ <input type="text"/>/ <input type="text"/>. <small>Day Month Year</small></p> <p>OR</p> <p><input type="checkbox"/> The dwelling is located in an immovable whose use for residential purposes results from a change of destination that was made five years ago or less.</p> <p>The immovable became ready for habitation on <input type="text"/>/ <input type="text"/>/ <input type="text"/>. <small>Day Month Year</small></p> <p>Indicate the maximum rent that the lessor may impose on the lessee in the five years following the date on which the immovable is ready for its intended use: \$ _____.</p> <p>However, the Tribunal may rule on any other application concerning the lease (e.g. decrease in rent).</p>	<p>If one of the two boxes is checked off, the five-year period has not yet expired and, where required, the lessor has indicated the maximum rent that may be imposed, the lessee who refuses a lease modification requested by the lessor, such as an increase in the rent, must vacate the dwelling upon termination of the lease (particulars Nos. 39 and 41).</p> <p>If neither of the two boxes is checked off or if one box is checked off but the lessor omitted to indicate the maximum rent that may be imposed where so required, the lease is renewed for the lessee who refuses a lease modification requested by the lessor and wishes to continue to live in the dwelling. The lessor may apply to the Tribunal administratif du logement to have the conditions of the lease fixed for the purposes of its renewal (particulars Nos. 41 and 42).</p> <p>These rules do not apply to a dwelling situated in a private seniors' residence (or in another lodging facility where services of a personal nature provided to the lessee are provided to a senior) that is the subject of a change of destination while remaining offered for dwelling purposes (particular No. 7.1).</p>	
E	NOTICE TO A NEW LESSEE OR A SUBLESSEE (arts. 1896, 1950 and 1955.1 C.C.Q.)	
<p>Mandatory notice to be given by the lessor at the time the lease or sublease is entered into, except where one of the restrictions on the right to have the rent fixed and the lease modified applies (Section D)</p> <p>Select the situation that applies:</p> <p><input type="checkbox"/> (1) I hereby notify you that the lowest rent paid for your dwelling in the twelve months prior to the beginning of your lease, or the rent fixed by the Tribunal administratif du logement during that period, was \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____</p> <p>OR</p> <p><input type="checkbox"/> (2) I hereby notify you that no rent has been paid for your dwelling during the twelve months prior to the beginning of your lease.</p> <p>The last rent was paid on <input type="text"/>/ <input type="text"/>/ <input type="text"/> in the amount of \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____</p> <p>OR</p> <p><input type="checkbox"/> (3) The dwelling was situated in a private seniors' residence (or in another lodging facility providing services of a personal nature to the lessee) and was the subject of a change of destination while remaining offered for dwelling purposes.</p> <p>The amount of rent charged under the previous lease was: \$ _____.</p> <p style="margin-left: 20px;"><input type="checkbox"/> Per month <input type="checkbox"/> Per week <input type="checkbox"/> Other _____</p> <p>If situation (1) or (3) applies, indicate if the leased property, the services offered by the lessor and the conditions of the lease are the same.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the "No" box is checked off, indicate the modifications made (withdrawal of a service or addition of a service) and specify the cost of each added or withdrawn service if applicable:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>If situation (1) applies and if the new lessee or the sublessee pays a rent higher than that declared in the notice, he or she may, within 10 days after the date the lease is entered into, apply to the Tribunal administratif du logement to have the rent fixed.</p> <p>If the lessor did not give such notice at the time the lease or sublease was entered into, the new lessee or the sublessee may, within two months after the beginning of the lease, apply to the Tribunal administratif du logement to have his or her rent fixed.</p> <p>The new lessee or the sublessee may also make such application within two months after the day he or she becomes aware of a false statement in the notice.</p> <p>Where situation (1) or (2) applies, if the lessor makes a misrepresentation or knowingly fails to give notice, the lessee may demand that the lessor be condemned to pay punitive damages.</p> <p>If situation (3) applies, the rent stipulated in the first lease entered into following the change must correspond to the rent that was charged under the previous lease, less the part of the rent relating to the cost of the services, including services of a personal nature provided to the lessee, accessories, dependencies and other benefits that will no longer be provided under the new lease. A new lessee who considers that the rent charged does not comply with the above may, within one month after entering into the lease, file an application to have the rent fixed by the Tribunal.</p>	
<p>Signature of lessor _____ <input type="text"/>/ <input type="text"/>/ <input type="text"/> <small>Day Month Year</small></p> <p>Confirmation of receipt</p> <p>Signature of lessee _____ <input type="text"/>/ <input type="text"/>/ <input type="text"/> <small>Day Month Year</small></p>	<p>Signature of lessor _____ <input type="text"/>/ <input type="text"/>/ <input type="text"/> <small>Day Month Year</small></p> <p>Signature of lessee _____ <input type="text"/>/ <input type="text"/>/ <input type="text"/> <small>Day Month Year</small></p>	

Tribunal administratif du logement

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PARTICULARS	
In the case of differences between this document and the laws that apply to dwellings, the laws take priority.	
<p>GENERAL INFORMATION</p> <p>These particulars describe most of the rights and obligations of lessors and lessees. They summarize the essential points of the law concerning leases, i.e. articles 1851 to 1978.4 of the <i>Civil Code of Québec</i> (C.C.Q.).</p> <p>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 <i>Civil Code of Québec</i>. 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.).</p> <p>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 <i>Civil Code of Québec</i> or under the <i>Act respecting the Administrative Housing Tribunal</i> (art. 1899 C.C.Q.).</p> <p>No person may harass a lessee in such a manner as to limit the lessee's right to peaceful enjoyment of the premises or to induce him or her to leave the dwelling. In case of a violation, punitive damages may be claimed (art. 1902 C.C.Q.).</p> <p>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, restitution of the lease, damages and, in certain cases, punitive damages.</p> <p>Charter of human rights and freedoms</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Access to documents and protection of personal information</p> <p>If the lessor is a public body, he or she shall comply with the prescriptions of the <i>Act respecting Access to documents held by public bodies and the Protection of personal information</i>. Otherwise, the lessor shall comply with the prescriptions of the <i>Act respecting the Protection of personal information in the private sector</i>.</p> <p>Other leases and Schedule 6</p> <p>Specific leases must be used for the lease of:</p> <ul style="list-style-type: none"> • a room to a student by an educational institution or by a recognized owner (arts. 1979 to 1983.1 C.C.Q.); • a dwelling in a cooperative (art. 1955 C.C.Q.); • a dwelling in low-rental housing (arts. 1984 to 1995 C.C.Q.); • land for the installation of a mobile home (arts. 1996 to 2000 C.C.Q.). <p>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</p>	<p>Offered to the Lessee by the Lessor, shall be completed.</p> <p>DWELLING</p> <p>1. The particulars apply to any premises leased for residential purposes, as well as to the services, accessories and dependencies attached to the dwelling, whether or not they are included in the lease of the dwelling or in another lease. Some exceptions apply (arts. 1892 and 1892.1 C.C.Q.).</p> <p>ENTERING INTO THE LEASE</p> <p>2. A lease is a contract to lease a dwelling. A lease is entered into when the lessor undertakes to lease a dwelling to a lessee, who in turn undertakes to pay the rent agreed upon for a fixed term or an indeterminate term. The contract may be written or oral (art. 1851 C.C.Q.).</p> <p>By-laws of the immovable</p> <p>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.</p> <p>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.).</p> <p>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.).</p> <p>The by-laws may not contradict the lease or violate the law.</p> <p>Language of the writing and of the by-laws of the immovable</p> <p>4. The writing and the by-laws of the immovable shall be drawn up in French. However, the lessor and the lessee may expressly agree to use another language (art. 1897 C.C.Q.).</p> <p>Conditions of the lease</p> <p>5. The lessor and the lessee may agree on various conditions of the lease, but they may not disregard the provisions of public order.</p> <p>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.</p> <p>6. Pursuant to article 1893 of the <i>Civil Code of Québec</i>, 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.</p> <p>For instance, no one may, at the time of entering into the lease:</p> <ul style="list-style-type: none"> • 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.). <p>A person may not release himself or herself from the obligation to give notice (art. 1898 C.C.Q.).</p> <p>The following conditions are also without effect:</p> <ul style="list-style-type: none"> • a condition limiting the liability of the lessor or releasing the lessor from an obligation (art. 1900 C.C.Q.); • a condition that renders the lessee liable for damage caused without the lessee's fault (art. 1900 C.C.Q.); • a condition that modifies the rights of the lessee by reason of an increase in the number of occupants, unless the size of the dwelling warrants it (art. 1900 C.C.Q.); • a condition providing for an adjustment of the rent in a lease with a term of 12 months or less (art. 1906 C.C.Q.); • a condition in a lease with a term of more than 12 months providing for an adjustment of the rent during the first 12 months of the lease or more than once during each 12-month period (art. 1906 C.C.Q.); • a condition whereby the lessee acknowledges that the dwelling is in good habitable condition (art. 1910 C.C.Q.); <ul style="list-style-type: none"> • 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.). <p>7. The lessee may apply to the Tribunal administratif du logement to have a condition in the lease recognized as abusive, in which case the condition may be cancelled or the obligation arising from it may be reduced (art. 1901 C.C.Q.).</p> <p>Change of destination of a dwelling where services of a personal nature are provided to seniors</p> <p>7.1 Where a dwelling situated in a private seniors' residence (or in another lodging facility where services of a personal nature are provided to seniors) is the subject of a change of destination while remaining offered for dwelling purposes, the rent stipulated in the first lease entered into following the change must correspond to the rent that was charged under the previous lease, less the part of the rent relating to the cost of the services, including services of a personal nature, accessories, dependencies and other benefits that will no longer be provided under the new lease. The lessor may nevertheless adjust the rent according to the criteria prescribed by the regulations concerning the fixing of rent.</p> <p>The lessor must, upon entering into the first lease following the change of destination, give the new lessee a notice indicating the rent charged under the previous lease and the services, accessories, dependencies and other benefits provided under the previous lease that will no longer be provided, as well as the cost of each of them.</p> <p>A new lessee who considers that the rent charged is not in compliance may, within one month after entering into the lease, file an application to have the rent fixed by the court. Such an application must be filed within two months after the beginning of the lease if the lessee did not receive the notice. If the lessor gave a notice containing a misrepresentation, the lessee must file the application within two months after becoming aware of that fact (art. 1955.1 C.C.Q.).</p> <p>RIGHT TO MAINTAIN OCCUPANCY</p> <p>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.).</p> <p>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 restitution of the lease by the lessor.</p> <p>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.).</p> <p>9. The right to maintain occupancy may be extended to certain persons where cohabitation with the lessee ceases or where the lessee dies, provided that those persons comply with the formalities provided for by law (art. 1938 C.C.Q.).</p> <p>However, those persons are not considered to be new lessees (art. 1951 C.C.Q.).</p> <p>New lessor</p> <p>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.).</p> <p>11. Where the lessee has not been personally informed of the name and address of the new lessor or of the person to whom he or she owes payment of the rent, the lessee may with the authorization of the Tribunal administratif du logement, deposit the rent with it (art. 1908 C.C.Q.).</p> <p>Death</p> <p>12. A lease is not terminated by the death of the lessor or the lessee (art. 1884 C.C.Q.).</p> <p>A person who was living with the lessee at the time</p>

of the lessee's death may become the lessee if he or she continues to occupy the dwelling and gives notice to that effect in writing to the lessor within two months after the death. Otherwise, the liquidator of the succession or, if there is no liquidator, an heir may, in the month that follows the expiry of the two-month period, terminate the lease by giving notice of one month to that effect to the lessor. If no one was living with the lessee at the time of his or her death, the liquidator of the succession or, if there is no liquidator, an heir may resiliate the lease by giving the lessor two months' notice within six months after the death. The resiliation takes effect before the two-month period expires if the liquidator or the heir and the lessor so agree or when the dwelling is re-leased by the lessor during that same period. In all cases, if the lessee received services of a personal nature, whether or not he or she lived alone, the liquidator, the heir or, where applicable, the person who lived in the dwelling with the lessee is only required to pay that part of the rent that relates to the services that were provided to the lessee during his or her lifetime (arts. 1938 and 1939 C.C.Q.).

DELIVERY OF DWELLING AT THE BEGINNING OF THE LEASE

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

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

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 lessee 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 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 an order forcing the lessee to pay it. If the lessee is over three weeks late in paying the rent, the lessor may obtain the resiliation of the lease and the eviction of the lessee.

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

LIABILITY OF SPOUSES AND CO-LESSEES

21. A married or civil union spouse who rents a dwelling for the current needs of the family also binds the other spouse for the whole, if they are not separated from bed and board, unless the

other spouse has previously informed the lessor of his or her unwillingness to be bound for the debt (arts. 397 and 521.6 C.C.Q.).

Liability of co-lessees and surety

22. If more than one lessee is bound by the oral lease, the lessees are jointly liable for the obligations arising out of the lease, i.e. each of them is liable for his or her own share only (art. 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. 1919 C.C.Q.).

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

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

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

DWELLING MAINTENANCE AND REPAIRS

Obligation of maintenance

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

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

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

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

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

Urgent and necessary repairs

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

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

35. The lessee may, without the authorization of the Tribunal administratif du logement, undertake repairs or incur expenses provided they are urgent and necessary to ensure the preservation or enjoyment of the leased property. However, the lessee

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

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

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

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

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

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

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

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

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

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

ACCESS TO AND VISIT OF DWELLING

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICES

44. Every notice relating to the lease, given by the lessor (e.g. notice of modification of the lease to increase the rent) or by the lessee (e.g. notice of non-renewal of the lease), shall be written and drawn up in the same language as the lease. It shall be given at the address indicated in the lease or at any new address communicated since then (art. 1936 C.C.Q.).

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

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

RENEWAL AND MODIFICATION OF LEASE

Renewal of lease

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

However, a lease with a term of more than 12 months is renewed for one year only (art. 1941 C.C.Q.). The lessor may not prevent the lease from being renewed, except in certain cases (art. 1944 C.C.Q.). However, the lessor may modify the lease at the time of renewal, provided that he or she gives notice to the lessee.

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

Non-renewal of lease by the lessee

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

Modification of lease

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

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

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

The notice of modification of the conditions of the lease must also reproduce the text in Schedule I to

the Regulation respecting the mandatory content of a notice of modification of the lease of a dwelling (CQLR, c. T-15.01, r. 1.1).

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

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

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

If the lessee fails to reply, this means that he or she accepts the modification(s) requested by the lessor. If the lessee refuses the modification(s), he or she is entitled to remain in the dwelling because the lease is renewed. In case of refusal, see particular No. 51.

Exception: Where one of the restrictions on the right to have the rent fixed and the lease modified applies (Section D), the lessee who refuses the requested modification(s) shall vacate the dwelling upon termination of the lease (art. 1955 C.C.Q.).

A copy of the Notice of Rent Increase and Modification of Another Condition of the Lease and a copy of the lessee's reply to such notice are found on the Tribunal administratif du logement website (www.tal.gouv.qc.ca).

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

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

Agreement on modifications

52. Where the lessor and the lessee agree on the modifications to be made to the lease (e.g. rent, term), the lessor shall give the lessee, before the beginning of the renewed lease, a document describing those modifications (art. 1895 C.C.Q.).

Contestation of an adjustment of rent

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

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

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

Repossession

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

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

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

Beneficiaries may be:

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

A lessor may not repossess the 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 65 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 125% of 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 65 years of age or over and wishes to repossess the dwelling to live on it;
- the beneficiary of the repossession is 65 years of age or over;
- the lessor is an owner-occupant 65 years of age or over and wishes to have a beneficiary under 65 years of age reside in the same dwelling as him or her.

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

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

Eviction

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 C (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 65 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 125% of 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 the *Civil Code of Québec* (see Table C). An indemnity may be payable (arts. 1965 and 1967 C.C.Q.).

Note that different conditions could apply for the purposes of exercising your rights (e.g. date that a notice is sent). Refer to the website of the Tribunal administratif du logement (www.tal.gouv.qc.ca) for more details.

Change of destination of a dwelling where services of a personal nature provided to the lessee are provided to seniors

54.1 A lessor may not evict a lessee solely because of a change of destination referred to in article 1955.1 of the *Civil Code of Québec*, unless the lessor offered, not later than one month before sending the notice of eviction, to resiliate the lease and to enter into a new lease, without interruption and in accordance with the first paragraph of that article, and the lessee has refused that offer. The offer must indicate, in particular, the services, accessories, dependencies and other benefits provided under the previous lease that will no longer be provided, as well as the cost of each of them. It must also reproduce the content of articles 1955.1 and 1959.2 of the *Civil Code of Québec*.

Within one month after receiving the lessor's offer, the lessee is bound to inform the lessor of whether or not the lessee accepts the offer; the proposal is deemed to have been refused if the lessee fails to respond.

A lessee who accepts such an offer may nevertheless, within one month after entering into the lease, apply to the Tribunal to have the rent fixed in accordance with the first paragraph of article 1955.1 of the *Civil Code of Québec* or, as applicable, for a ruling on any other modification in comparison with the resiliated lease.

54.2 In the case of a notice of eviction that concerns a dwelling situated in a private seniors' residence or in another lodging facility where services of a personal nature provided to the lessee are provided to seniors, the notice must include the following:

- the reason for the eviction
- the date fixed for the eviction;
- the content of articles 1955.1, 1959.1 and 1959.2 C.C.Q.

ASSIGNMENT AND SUBLEASING

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

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

56. The lessee is entitled to assign the lease or to sublease the dwelling with the consent of the lessor. A person pursuing studies who leases a dwelling in an immovable whose owner is recognized by the Government may also, with the consent of the owner, sublease the dwelling or assign the lease. However, the lessor 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 and, in the case of an assignment, shall also indicate the fixed date of assignment (arts. 1870 and 1978.1 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.).

57.1 The lessor may refuse to consent to the assignment of the lease for a reason other than a serious reason. In such a case, the lessee is resiliated on the date of assignment indicated in the notice sent by the lessee.

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.).

58.1 A lessee who assigns his or her lease may not exact consideration (art. 1979.3 C.C.Q.).

A lessee who subleases his or her dwelling may not exact, in addition to the cost of the services offered and reasonable expenses for the use of movable property owned by the lessee, an amount exceeding the rent the lessee pays to the lessor (art. 1978.4 C.C.Q.).

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

RESILIATION OF LEASE BY THE LESSEE

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

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

Pursuant to article 1974.1 of the *Civil Code of Québec*, a lessee may also resiliate his or her lease if, because of spousal violence, sexual violence or violence towards a child living in the dwelling covered by the lease, the safety of the lessee or of the child is threatened.

Notices

- Article 1974 C.C.Q.

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

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

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

- Article 1974.1 C.C.Q.

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

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

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

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

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

SURRENDER OF DWELLING UPON TERMINATION OF THE LEASE

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

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

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

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

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

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

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

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

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

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

STEPS FOR REPOSSESSING THE DWELLING OR FOR EVICTING THE LESSEE AND PERIODS FOR GIVING NOTICE (arts. 1960, 1962, 1963 and 1966 C.C.Q.)

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

END OF MANDATORY PARTICULARS

